

TALLYN’S REACH AUTHORITY
 TALLYN’S REACH METROPOLITAN DISTRICT NO. 3
www.TallynsReachMetroDistrict.com

NOTICE OF JOINT SPECIAL MEETING AND AGENDA

DATE: May 4, 2022

TIME: 4:00 p.m.

LOCATION: **VIA TELECONFERENCE**

ACCESS: You can attend the meetings in any of the following ways:

1. To attend via Microsoft Teams Videoconference use the below link:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmEwZDY3ZGQtNDhmMy00ZDVhLWl5ZmEtZmZhYTY0MjEwMGU2%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d

2. To attend via telephone, dial 1-720-547-5281 and enter the following additional information:

Phone Conference ID: 280 293 297#

AUTHORITY: Board of Directors	Office	Term Expires
David Patterson	President	May 2023
BJ Pell	Vice Pres. / Assistant Secretary	May 2025
Harry Yosten	Treasurer	May 2025
Mike Dell’Orfano	Assistant Secretary	May 2025
Brian Crandall	Assistant Secretary	May 2023

DISTRICT 3: Board of Directors	Office	Term Expires
Mike Dell’Orfano	President	May 2025
Harry Yosten	Vice President / Treasurer	May 2025
David Patterson	Secretary	May 2023
Julie Huygen	Assistant Secretary	May 2025
VACANT	Assistant Secretary	May 2023

Note: For ease and presentation, the Tallyn’s Reach Authority (as the “Authority”), and the Tallyn’s Reach Metropolitan District No. 3 (each a “District,” and collectively, the “Districts”) will be meeting at the same time and considering the agenda below. However, each Board of Directors of the Districts (“Board”) will consider agenda items separately and take separate actions. If an agenda item is to be considered by a single District, it will be so noted on the agenda.

I. ADMINISTRATIVE MATTERS

- A. Call to order and approval of agenda.
- B. Present disclosures of potential conflicts of interest.
- C. Confirm quorum, location of meeting and posting of meeting notices.
- D. Public comment.

Members of the public may express their views to the Board on matters that affect the District that are not otherwise on the agenda. Comments will be limited to three (3) minutes per person. Comments will be taken in the order reflected on the sign in sheet.

- E. **MD 3:** Acknowledge the resignation of Craig Wagner from the Board of Directors.
- F. **MD 3:** Consider the appointment of new Board Member; Administer Oaths of Office.
- G. **MD 3:** Discuss and consider appointment of officers:

<u>Office</u>	
President	
Vice-President/Treasurer	
Secretary	
Assistant Secretary	
Assistant Secretary	
Secretary to the Board	

II. CONSENT AGENDA

The items listed below are a group of items to be acted on with a single motion and vote by the Board. An item may be removed from the consent agenda to the regular agenda, if desired. Items on the consent agenda are then voted on by a single motion, second, and vote by the Board.

- A. **Authority:** Ratify approval of Independent Contractor Agreement with Brightview Landscape Services, Inc. for dog station installation (enclosure).

III. FINANCIAL MATTERS

IV. LEGAL MATTERS

- A. Update on consolidation process.

V. MANAGER MATTERS

- A. **Authority:** Review and consider approval of proposal for engagement of consulting firm for consolidation election services:
 - a. Sean Walsh Consulting, Inc. (enclosure).
 - b. Turn Corps (enclosure).
 - c. Axion of Purpose (enclosure).
- B. **Authority:** Discussion of pool hours and swim team meets (enclosure).
- C. **Authority:** Discussion of flags for poles and monuments.

VI. OTHER MATTERS

- A. **Authority:** Confirm quorum for next regular Board meeting – July 19, 2022 at 6:00 p.m.
- B. **MD 3:** Confirm quorum for next regular Board meeting – November 15, 2022 at 5:30 p.m.

VII. ADJOURNMENT

AUTHORITY - The next regular meeting is scheduled for July 19, 2022 at 6:00 p.m.
MD 3 - The next regular meeting is scheduled for November 15, 2022 at 5:30 p.m.

INDEPENDENT CONTRACTOR AGREEMENT
DOG STATION INSTALLATION

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 19th day of April, 2022, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and BRIGHTVIEW LANDSCAPE SERVICES, INC., a Colorado corporation (the “**Contractor**”). The Authority and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Tallyn’s Reach Metropolitan District Nos. 2 and 3 (each a “**District**” and collectively the “**Districts**”) were organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

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

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the Districts are empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, pursuant to their consolidated service plan and §29-1-203, C.R.S., the Districts may coordinate or contract with one another to provide any function, service or facility that they may be authorized to provide individually; and

WHEREAS, on February 12, 2018, the Districts entered into the Tallyn’s Reach Authority Establishment Agreement (the “**Establishment Agreement**”) to establish the Authority, a separate legal entity that is a political subdivision and political corporation of the State of Colorado; and

WHEREAS, pursuant to § 29-1-203.5(2), C.R.S., and the Establishment Agreement, the Board of Directors of the Authority (the “**Board**”) shall have the management control and supervision of all the business and affairs of the Authority; and

WHEREAS, the Authority desires to engage the Contractor to perform certain services as are needed by the Authority to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the Authority, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the Authority. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Authority in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the Authority through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2022. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the Authority determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The Authority may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the Authority pursuant to a written service/work order executed by an authorized representative of the Authority and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the Authority has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the Authority immediately of any and all damage caused by the Contractor to Authority property and that of third parties. The Contractor will promptly repair or, at the Authority’s option, reimburse the Authority for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the Authority of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the Authority the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services,

whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the Authority or any agent of the Authority and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the Authority's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the Authority of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the Authority. Review, acceptance or approval by the Authority of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the Authority, at the Authority's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the Authority in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the Authority of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the Authority with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("**W-9**"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the Authority to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The Authority shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the Authority after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the Authority within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The Authority may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the Authority to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the Authority's approved budget.

Such payment shall require review and approval of each Monthly Report and invoice by two officers of the Authority.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the Authority. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the Authority, and shall be responsible for supervising its own employees or subcontractors. The Authority is concerned only with the results to be obtained. The Authority shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the Authority. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the Authority, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with a worker without authorization and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any a workers without authorization. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with a worker without authorization who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform the services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with a worker without authorization, the Contractor shall be required to:

i. Notify the subcontractor and the Authority within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the worker without authorization; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the Authority may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Authority.

11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the Authority, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Authority as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Authority may carry, and any insurance maintained by the Authority shall be considered excess. The Authority shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the Authority with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the Authority and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the Authority to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the Authority and given to the Contractor by the Authority, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the Authority deems confidential, or which the Authority has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the Authority. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the Authority; or (iii) independently developed by the Contractor without use of the Authority's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the Authority and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the Authority shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the Authority may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the Authority, the Contractor agrees to notify the Authority of conflicts known to the Contractor that impact the Contractor's provision of Services to the Authority.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the Authority under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the Authority's request the Contractor will provide the Authority with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the Authority's use and shall provide such copies to the Authority upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any Authority assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the Authority's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the Authority. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the Authority and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**Authority Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the Authority Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the Authority Indemnitees for the negligence of the Authority or the negligence of any other Authority Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or

benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the Authority of the existence of such Claim, the Authority may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Authority. Any attempted assignment of this Agreement in whole or in part with respect to which the Authority has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the Authority for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the Authority's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the Authority. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the Authority harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Authority in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the Authority and by the Authority by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including

reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the Authority to ensure a timely and efficient transition of all work and work product to the Authority or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the Authority.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

Authority:

Tallyn's Reach Authority
c/o CliftonLarsonAllen
8390 E. Crescent Parkway #300
Geenwood Village, CO 80111
Attention: Celeste Terrell
Phone: (303) 265-7875
Email: celeste.terrell@claconnect.com

With a Copy to:

WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Blair M. Dickhoner, Esq.
Phone: (303) 858-1800
E-mail: bdickhoner@wbapc.com

Contractor:

BrightView Landscape Services, Inc.
8888 Motsenbocker Rd., Ste. A
Parker, CO 80134
Attention: Sara Rutman
Phone: (303) 841-3003
Email: sara.rutman@brightview.com

21. AUDITS. The Authority shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the Authority at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the Authority.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the Authority is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including,

but not limited to, *forum non-conveniens* or otherwise. At the Authority's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Authority shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the Authority's request, the Contractor will consent to being joined in litigation between the Authority and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the Authority to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Authority does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the Authority's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Authority, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Authority or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Authority funds. The Authority's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

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

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been

prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

31. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the Authority, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

34. TAX EXEMPT STATUS. The Authority is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the Authority is exempt shall not be included in any invoices submitted to the Authority. The Authority shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

DISTRICT:
TALLYN'S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado

DocuSigned by:
David Patterson

78D919407C7A455...

Officer of the Authority

ATTEST:

DocuSigned by:
Mike Dell'Orfano

359064F3786B41D...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law


DocuSigned by:
Blair M. Dickhoner

D8CBCE3D5CA84CA...

General Counsel for the District

District's Signature Page to Independent Contractor Agreement for Dog Station Installation Services with BrightView Landscape Services, Inc., dated April 19, 2022

CONTRACTOR:
BRIGHTVIEW LANDSCAPE SERVICES,
INC., a Colorado Corporation


Mike Kompinski
Printed Name
Branch Manager
Title


STATE OF COLORADO)
)) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 25th day of April,
2022, by Michael Kompinski as the Branch manager of BrightView Landscape
Services, Inc.

Witness my hand and official seal.

My commission expires: July 21, 2023

MARTHA J MICELI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034023907
MY COMMISSION EXPIRES JULY 21, 2023


Notary Public

*Contractor's Signature Page to Independent Contractor Agreement for Dog Station
Installation Services with Tallyn's Reach Authority, dated April 19, 2022*

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE



April 13, 2022
Page 1 of 2

**Proposal for Extra Work at
Tallyn's Reach Authority**

Property Name	Tallyn's Reach Authority	Contact	Celeste Terrell
Property Address	24900 E Park Crescent Dr. Aurora, CO 80016	To	Tallyn's Reach Authority
		Billing Address	370 Interlocken Blvd Ste 500 Broomfield, CO 80021

Project Name (4) Additional Dog Stations
Project Description (4) Additional Dog Stations

Scope of Work

QTY	UoM/Size	Material/Description	Total
(4) New Dog Station			\$3,410.84
1.00	LUMP SUM	Drive Time Labor	
1.00	LUMP SUM	Freight/Delivery	
4.00	EACH	(4) Additional Dog Stations installed (dog stations will be set in concrete)	

Price of solar lights are dependent on us being able to install them at the same time we are onsite doing the dog station installs.

Images

dog station



For internal use only

SO# 778310f
JOB# 400300615
Service Line 130

Total Price \$3,410.84

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
8888 Metabolocker Road, Suite A, Parker, CO 80134 ph: (303) 841-5003 fax: (303) 841-3177

April 13, 2022

Page 2 of 2

TERMS & CONDITIONS

1. **The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.**
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wire, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

Acceptance of this Contract
 Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer	Property Manager
Signature	Title
Celeste Terrell	April 13, 2022
Printed Name	Date
BrightView Landscape Services, Inc. "BrightView"	
	Account Manager
Signature	Title
Sara Rutman	April 13, 2022
Printed Name	Date
Job #:	400300615 Proposed Price: \$3,410.84
SO #:	7783101

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

Form W-9
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Brightview Landscape Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
 Individual/sole proprietor or single-member LLC
 Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) _____
 Note: Check the appropriate box in this line above for the tax classification of the single-member owner. Do not check another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Requester must certify compliance with FATCA.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 31001-2465

6 City, state, and ZIP code
Pasadena, CA 91110-2465

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
 _____ - _____ - _____

OR
 Employer identification number
 84 - 0617653

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person _____ Date **1/8/19**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Forms 1099-K (merchant card and third party network transactions)
- Forms 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (retroceded debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage;
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT C-1

CERTIFICATES OF INSURANCE

		CERTIFICATE OF LIABILITY INSURANCE		DATE(MM/DD/YYYY) 10/07/2021		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Aon Risk Services Northeast, Inc. New York NY office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA		CONTACT NAME: PHONE (A/C No, Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105 E-MAIL ADDRESS:				
INSURED BrightView Landscape Services, Inc. Location #40030 8888 Motesbocker Road, Suite A Parker CO 80134 USA		INSURER(S) AFFORDING COVERAGE		NAIC #		
		INSURER A: Great American Insurance Co. 16691 INSURER B: ACE American Insurance Company 22667 INSURER C: American Guarantee & Liability Ins Co 26247 INSURER D: INSURER E: INSURER F:				
COVERAGES CERTIFICATE NUMBER: 570089824051 REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested						
INSTR LTR	TYPE OF INSURANCE	ADDL SUBRT (INSD) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- <input type="checkbox"/> JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		XSLG72473826001 SIR applies per policy terms & conditions	10/01/2021	10/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISA H25581593	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION		AUC508596817	10/01/2021	10/01/2022	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A	WLRC67804041 WC - AOS SCFC67804089 WC - WI	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Tallyn's Reach Authority is included as Additional Insured in accordance with the policy provisions of the General Liability policy.						
CERTIFICATE HOLDER				CANCELLATION		
Tallyn's Reach Authority c/o Clifton Allen Larson 8390 E. Crescent Parkway, Suite 300 Greenwood Village CO 80111 USA				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 		

Holder Identifier : BC

Certificate No : 570089824051

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

BrightView Landscape Services, Inc.

is a

Corporation

formed or registered on 01/03/1972 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871251562 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/13/2022 that have been posted, and by documents delivered to this office electronically through 04/14/2022 @ 12:03:30 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/14/2022 @ 12:03:30 in accordance with applicable law. This certificate is assigned Confirmation Number 13946647 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

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Subject: Please DocuSign: Tallyn's Reach Authority - ICA w Brightview - Dog Station Installation	
Client Name: Tallyn's Reach Authority	
Client Number: 011-045194-OS07-2022	
Source Envelope:	
Document Pages: 23	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
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	Cindy.Jenkins@claconnect.com
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President
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President, Chair
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Blair M. Dickhoner
bdickhoner@wbapc.com
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Agent Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	4/27/2022 10:29:55 AM
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- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

SEAN WALSH CONSULTING

COMMUNICATIONS
PUBLIC AFFAIRS
CAMPAIGN MANAGEMENT



Date: April 14, 2022

To: Blair Dickhoner
White, Bear, Ankele, Tanaka and Waldron

From: Sean Walsh
Sean Walsh Consulting

Re: Tallyn's Reach Metropolitan District project

Thank you, Blair, for consideration of my firm for the strategic and communications consulting work for the upcoming consolidation election in Tallyn's Reach.

The project - as you have described it in your email and our subsequent phone conversation - matches up nicely with my history of experience working with several local governments on successful public education initiatives and political campaigns here in Colorado, several of which were located in Aurora.

Whether for controversial real estate development projects, political campaigns or policy issues, Sean Walsh Consulting brings a great depth of experience developing and executing highly successful community education and advocacy strategies. My expertise lies in synthesizing the right messaging from opinion research, mobilizing coalitions, targeting a message, supporting board members' outreach efforts, isolating opponents' arguments, and coordinating eyeball-to-eyeball engagement.

Few consulting firms have the experience and expertise to successfully manage both phases of the project: 1) execution of meaningful community outreach strategies and 2) winning local issue campaigns.

SWC Proposal 2-2-2

Recent Relevant Work

Below are a few examples of recent work I successfully completed for local governments in 2021 – two of which included a subsequent campaign to request debt or taxes from citizens; one was a large HOA delegate election.

City of Littleton

Led a team of communications and opinion research professionals who assisted Littleton City Council and senior staff to educate the wider community about the city's \$98 million capital and infrastructure backlog - the reasons it existed, the problems it created and the solution for solving it. With my direction on the subsequent campaign, Littleton voters – by a nearly 20-point margin - passed a .75 sales tax rate increase. It was the first sales tax rate increase passed by Littleton voters in over 50 years.

Crested Butte Fire Protection District

Worked with senior staff, board members and grassroots leaders in Crested Butte to communicate the challenges of responding to the emergency and fire protection needs of a growing mountain community. After directing a four-month engagement effort, I ran the subsequent campaign – managing vendors, volunteers on the ground, and produced all collateral material – for a \$26 million general obligation bond to build a new, state-of-the-art firehouse. The end result was a 14-point margin of victory.

Brighton Crossings Operations Board

In 2019 before hiring my firm, the Brighton Crossings Operation Board was unsuccessful in achieving the minimum 25% turnout threshold in a campaign to elect a board of delegates who would subsequently dissolve a defunct and redundant Master Association. After a month-long, intensive door-to-door campaign I devised and executed, the election cleared the 25% minimum turnout.

In previous cycles my history of working with local governments in advance of a campaign include:

- Arapahoe County – mill levy increase (2019)
- Castle Pines North Metropolitan District – mill levy increase (2018)
- Town of Breckenridge – resort tax increase (2016)
- Clear Creek County – health services special district (2016)
- Ebert Metropolitan District – board election (2015)

References:

Mark Relph

SWC Proposal 3-3-3

Littleton City Manager
 Phone: 303-795-3720
 Email: mrelph@littletongov.org

Jesse Mestrovic
 District Manager, Pinnacle Consulting Group
 Phone: 303-333-4380
 Email: jesseem@pcgi.com

Jim Nikkel
 District Manager, Meridian Service Metro District
 Phone: 719-495-6567 x115
 Email: j.nikkel@meridianservice.org

Sean Caffrey
 CEO, Crested Butte Fire Protection District
 Phone: 970-349-5333
 Email: scaffrey@cbfpd.org

If selected for this project, below are the tasks that I would propose to execute on behalf of the Tallyn's Reach Metropolitan District:

Provide general strategic direction. Community awareness and support is critical to getting voter approval of changes to how the district finances debt. If executed well, community outreach efforts can communicate that the District is transparent, accountable, inclusive, and desirous of citizen involvement. Consultant will above all guide the Client in communicating clearly, engaging the community in a timely manner, and making a priority of the upcoming consolidation campaign. Consultant will ensure that contributions of time and energy to community engagement by board members, volunteers, staff and concerned citizens are leveraged to maximum effect.

Attend meetings and conference calls. Consultant will physically attend board meetings to report on communications progress. Consultant will also attend other community meetings as necessary. Consultant will participate or lead conference calls as often as required.

Help client communicate with District residents. Help the Client interface with the wider District population to:

- Reinforce the integrity of the District, it's board and its mission to serve its taxpayers.
- Define the inefficiencies created by having multiple metro districts
- Present consolidation of the metro districts as the appropriate solution
- Outline the cost to the homeowners in a way that's concise and relatable

SWC Proposal 4-4-4

- Articulate the consequences if the consolidation vote fails

Oversee vendors to ensure quality and timeliness of product. Consultant will provide a budget for and help manage any vendors with whom the District agrees to contract in the execution of the above mentioned community outreach strategy – canvassers, direct mail, opinion research, social media and other contractors. Consultant will ensure all subcontractors are fulfilling their respective scopes of work in a professional manner.

Manage a budget. Consultant agrees to provide a budget to the Client showing all anticipated items of cost – consulting, opinion research, collateral material, administrative expenses etc.

Make a best effort. In general, Consultant commits that he will bring all resources and professional experience to bear to give the District his best effort to achieve the District's strategic communications goals.

The District acknowledges that successful execution of the above objectives in large part requires the active participation of the Tallyn's Reach Metropolitan District board members and other District advocates. The District also acknowledges that Consultant in most cases is unable to effectively participate in direct engagement, i.e. door-to-door canvassing, with citizens.

Direct the consolidation campaign. Bringing over 20 years' experience working on local elections to bear, consultant will lead the effort for voter approval – working with vendors, volunteers, coalition partners and board members to articulate a message and contact voters in a timely manner.

Fee. I agree to perform the above scope from execution of our contract until the mill levy question is approved for the ballot by the Tallyn's Reach Authority at a rate of \$300 per hour. Client agrees to reimburse Consultant for reasonable expenses directly related to the execution of the above scope of work plus mileage at the federal reimbursement rate of \$.54 per mile.

Strategic and Tactical Elements

Collect Key Influencer Names

Working with individual Board members, SWC will build a database of residents with personal networks within Tallyn's reach who can influence the opinion of others. Leaders want to be heard, respected and asked for their input. The more of these leaders and influencers we can invest in the process of engagement, the more troops we will have willing to help when the time comes.

SWC Proposal 5-5-5

Outreach to Influencers

Taking the list provided by Board members, SWC will call them to introduce himself, outline the engagement project in general terms and begin to socialize the need for consolidation. Board members will be encouraged to reach out to their neighbors and initiate similar conversations. Doing so is a great way to engage the community, enlist support and invest others to message the benefits of consolidation.

Frequently Asked Questions

By the last week of April, SWC will circulate among Board members and staff several potential questions and answers to a variety of issues related to consolidation. Drafting an FAQ document early in the process will help clarify challenges and opportunities and ensure project proponents are using the same messaging. FAQ drafting – initiated and managed by SWC - is an iterative process that includes the input from consultants and Board members. Though initially an internal document, in early June we'll publish a public version on the Metro District website.

Opinion Research

SWC will work with an opinion research team to draft a community survey to test assumptions and reveal priorities. The information we collect will enhance our messaging, beginning with the FAQ. Board members will of course be included in the drafting of the questionnaire and will approve the final version.

Communicate District Success

Through various social media platforms and email, SWC will draft messaging for organic posting on the HOA Facebook page highlighting the recent successes of District leadership – in particular, those decisions that have created efficiencies or saved residents' money. Some of themes we will reinforce include:

- We value your opinion
- Because of good decision-making, your taxes are going down
- The Board of Directors are good stewards of district funds
- Residents receive quality services for the taxes and fees they pay
- Consolidation is an appropriate response to inefficiencies
- There are downsides to continuing the current governance model

By the end of May, SWC will provide the Board a schedule of organic and paid social media advertising, which will start in June.

Opposition Outreach

The opposition to the 2018 ballot questions exploited both a lack of trust of metro district governance and a lack of information. SWC will engage directly with opposition leaders to better understand the source of their objections and how those objections can be

SWC Proposal 6-6-6

addressed – and, if possible, encourage former opponents to publicly endorse the need for consolidation.

Monthly Execution Timeline

April

- Conclude one-on-one in-person meetings with all Board members
- Begin reaching out to influencers in TR
- Schedule a meeting with Aurora CM Françoise Bergan (prior to the Management and Finance Committee meeting)
- Begin drafting FAQ and circulate for input
- Begin drafting a community survey

May

- Begin drafting community survey
- Continue drafting FAQ
- Continue reaching out to influencers
- Finalize organic and social media posting schedule

June

- Begin social media organic and ad placement
- Determine whether to go with a mill levy question
- Field a community survey and discuss sharing the results with the residents

July

- Continue organic and social media ad placement

August

- Board votes to put the ballot question(s) to the voters
- Finish running social media ads

Budget

Item of Cost	Amount	Description
Consulting	\$ 37,000	Consulting fees from Apr 1 through Aug 31 st .
Research	\$ 5,000	Community survey
Social Media	\$ 3,000	Well-targeted FB, Google, Instagram and other digital ads
Total	\$45,000	

PROJECT OPTIONS



To: Tallyn’s Reach Districts & Authority, % Clifton Larson Allen LLP
From: Turn Corps
Date: April 26, 2022
Re: Options for Community Relations + Communication Services for consolidation & approving a mill levy

Thank you for the opportunity to share some ideas, recommendations, and options for consideration to help the Tallyn’s Reach Districts, Authority, and local partners engage constituents in a dialogue about the benefits of consolidating, and of approving an operations and maintenance mill levy.

Our philosophy is based on designing a transparent process that allows constituents authentic opportunities to discover the details of all proposed solutions, ask questions, and provide input. This will help establish trust and increase the likelihood of a favorable outcome.

Given that there is an invested group of leaders overseeing this initiative, we’re providing a variety of ways in which our firm can provide services and support over the next several months. Below you'll find tactics and some recommendations organized as a menu of options since exact needs, timing, and budget will continue to evolve.

RECOMMENDED APPROACH

Our approach is based on our many years of experience designing and implementing successful public engagement and community relations campaigns to engage constituents in complex projects, policies, or ballot initiatives that impact them. We work to create clear and compelling messages that are relevant and will resonate with the target audience, prioritizing trusted and credible citizen advocates and community/civic leaders and stakeholders to help carry and influence the dialogue. We also design a custom public outreach framework to ensure a diverse set of constituents have the opportunity to engage and provide input throughout the public process.

PROJECT OPTIONS



The primary goal is to reach the greatest number of constituents and stakeholder groups early and consistently to ensure they feel they’re a part of the process from the beginning and that they have ample time to ask questions, verify information, and come to an understanding about the costs/benefits to them personally and to the community at large.

Since not every resident is familiar with the Districts, the Authority, etc., there will need to be some broad education about the entities themselves to help build understanding and credibility for generating revenue through a mill levy for operations and maintenance. We can simultaneously educate the public on the various entities (e.g. Districts versus HOAs) while increasing awareness of the financial options under consideration.

We recommend positioning some of the board members as the messengers from the very beginning so that people can see you are passionate and committed members of the community, volunteering your time to help solve an urgent issue which affects every resident. At the same time, we’d recommend identifying other stakeholders who might have an interest in establishing a campaign committee if/when a decision is made about whether there will be a question on the ballot this November.

If you decide to move forward with us, we’ll work with the team to refine the strategy and plan, but below is a general framework to help you begin to think through a strategic approach. The plan below is not all-encompassing; it’s a recommended baseline that we may build upon once we know more about your specific priorities and budget.

MENU OF OPTIONS		Estimate
Ongoing strategic counsel	Regular communication and meetings about the evolving conversation and environment and other factors affecting the initiative so we can quickly respond and/or pivot.	\$3,000/month
Community Survey	A survey can serve as a key communication tool about this initiative and about who you are. This would provide valuable data regarding how the community is thinking about the need, the value, and their willingness to	\$7,500

PROJECT OPTIONS



	<p>support such a proposal. We would host up to a 15-question survey via SurveyMonkey to initiate the conversation with residents. This type of survey can take the pulse of a certain portion of the populace, but won't produce a statistically valid sample of the community. This method typically yields 400 to 800 responses.</p>	
Stakeholder Interviews	<p>Gather qualitative data and insights from up to 15 key stakeholders / community influencers to better understand the landscape. This also helps get the message out and will help identify those who might be willing to participate in a committee, etc..</p>	\$6,000
Message Framework + Development of Communication & Outreach Plan	<ul style="list-style-type: none"> • A one-page message document that aligns the messaging for both internal and external audiences, informed by insights gathered from the poll. • A set of recommendations for platforms, content, and outreach; the plan itself would be tailored to meet specific budget goals. 	\$3,675
Content Development	<p>We can produce content for everything from FAQs on a website to a mailer delivered to every address in the impacted area. The content we develop would depend on the plan, but here's a typical list:</p> <ul style="list-style-type: none"> • Micro-sites and website content • Fact sheets and FAQs • Social and digital content including infographics and video • Presentation materials – a slide deck (for use at Chamber meetings, stakeholder groups, HOA meetings, etc.) and/or talking points/scripts • Earned media – briefings, press releases, and pitches tailored for/to local reporters 	<p>\$3,500 to \$6,000/month depending on the needs, which can be further defined during the planning phase or before if additional direction is provided</p>

PROJECT OPTIONS



	<ul style="list-style-type: none"> ● Paid media – ads in local papers and and social media (Facebook and Instagram) campaigns; also digital banner ad campaigns ● Outreach – promotional content for town halls, open houses, public meetings, etc. to bring people together and also a presence at local events ● Mailers – postcards, flyers, or letters 	
Property Tax Calculator	<p>We offer our clients a customized property tax calculator for your website that helps residents understand what a potential increase would cost them. There is a flat fee for design, programming, and hosting. You can see an example from a former client via the link below.</p> <p>www.turncorps.com/tax-calculator/carbon-valley</p>	\$1,400

Items not included in the budget estimates above, but that we can assist with as needed includes:

- Event / meeting staffing
- Printing costs (varies greatly depending on size and quantity)
- Professional design services (billed at \$175/hour)
- Paid ad placement (varies greatly depending on the platforms)

PROJECT OPTIONS



OUR TEAM

Turn Corps was started in 2016 by Bryan Blakely and Sara O’Keefe, who recognized a gap in the market. There was no one with their unique combination of expertise in public affairs/community relations, political operations, and communications strategies serving the unique needs of local government entities and private companies navigating jurisdictional processes. They launched Turn Corps to serve this niche in a nimble and creative way. As Colorado natives, and coming from families with deep political and public service backgrounds, they have worked and have contacts throughout the state, and regionally, as well as access to skilled and trusted freelancers and subcontractors.

Bryan Blakely, *principal and campaign/political and community mobilization strategist*

Bryan Blakely has 20 years of experience in local government advocacy and public engagement across Colorado. He has run political campaigns and organized small and large coalitions at the local and state level on policies, legislation, and highly visible development and infrastructure projects. Some of the issues he’s focused on include:

land development | land conservation | water | infrastructure | property + sales taxes | disruptive companies + industries | energy | transportation | natural resources | tax increment financing | economic development | new technologies

His clients rely on him to provide critical relationships, effective political strategies and public engagement tactics to drive positive outcomes.

Sara O’Keefe, *principal and communications/community relations strategist*

Sara O’Keefe has 20 years of experience developing and executing communication and outreach strategies that engage communities and stakeholders in critical social, economic, and policy discussions and decisions. Over the course of her career, she’s led strategic marketing / communications campaigns and public engagement efforts focused on the following issues:

education | public + environmental health | transportation | TABOR + Gallagher initiatives eminent domain + public financing | public-private development | water + natural resources energy + alternative fuels | early childhood development | health care policy + financing

Sara is an expert in positing strategy and messaging prioritization and has led such efforts for several statewide, multimillion-dollar education campaigns.



**INSPIRE PEOPLE.
IMPACT THE WORLD.**



Strategic Communications Services

Client: Tallyn's Reach Metro District

Delivered on: April 26, 2022

Submitted by: Revekka Balancier, Axiom of Purpose

Angela Casias, Casias Consulting

Denise Denslow, Principal
 Nic Carson, Assistant Public Manager
 Tallyn's Reach Metro District
 c/o CLA
 8390 East Crescent Parkway, Suite 300
 Greenwood Village, Colorado 80111

Tuesday, April 26, 2022

Dear Denise Denslow,

Thank you in advance for allowing us to provide a proposal to Tallyn's Reach Metro District for Strategic Communications Services. We would be honored to support your team in delivering information about how the district consolidation and mill levy will support your community.

Please allow us to introduce ourselves - Axiom is a collective model working collaboratively to meet the needs of clients with specialized expertise. Together, partners Angela Casias, Niambi Nicholes and Revekka Balancier have over 75 years of experience in public affairs, marketing and communications for a wide variety of public and private sector organizations including the Denver International Airport and City & County of Denver, Denver Broncos Football Club, Walt Disney Studios, State of Colorado and Port of San Diego.

Along with a bench of trusted partners, including designers, photographers, videographers and other specialists, we are able to provide full-service support to our clients, as-needed. Each of our partners is intentionally chosen for their talent, commitment to our purpose and the idea of culture-add rather than culture-fit, to create a diverse team that helps bring your organization a variety of perspectives.

On the following pages, we have outlined the services we believe would be valuable for this engagement, along with a proposed schedule for how we will accomplish development and implementation for this campaign. If you have any questions, please don't hesitate to contact us.

Sincerely,



Revekka Balancier
 Partner, Axiom of Purpose
 720-641-3026



Angela Casias
 Partner, Casias Consulting
 303-968-7349

INTRODUCTION

ABOUT AXIOM OF PURPOSE

axiom: self-evident truth, accepted for intrinsic merit

purpose: the reason something exists, a goal to achieve

At Axiom, we live by a simple truth: connecting your audience to your purpose is powerful. Now, more than ever, people want to make a difference and want to work with organizations that improve people's lives. We believe in aligning purpose-driven brands with the audiences who want to make an impact.

Axiom of Purpose focuses exclusively on branding, marketing and communication strategies designed to ensure you and your audience make an impact together.

Our Mission

We inspire people to buy into products, services and brands that incorporate purpose into their core business model.

Our Vision

We imagine a world where purpose is valued as a pillar of all successful brands, businesses and leaders.

Our Promise

We connect people, purpose and brands together to make a positive impact on the world around us.

Our Values

- We are **collaborators** – we appreciate people.
- We are **dreamers** – we envision a better world.
- We are **doers** – we create our own future.
- We are **solvers** – we embrace every challenge.
- We are **believers** – we trust that purpose transcends.

Let us help you define your purpose, and share it with the world.

WHY AXIOM OF PURPOSE FOR TALLYN'S REACH?

Axiom's core principal is that purpose is valuable. We do not have to sacrifice for meaning, and in fact, we can achieve success while having a positive impact on the world around us. At Axiom, we believe purpose and prosperity are not mutually exclusive - we are here to prove we can be successful by putting purpose, and people, first.

With over 25 years of combined public sector experience, we understand the Tallyn's Reach Metro District is part of what we like to call the purpose-sector. Though publicly funded, we know the community service aspect of your work and the opportunity to make a difference is what drives the people who make your organization successful.

A few reasons why we'll make excellent partners for this project:

- We are familiar with special districts. We have worked in and with multiple types of regional, special services, business, community and metropolitan districts and are comfortable messaging the unique aspects of these government organizations.
- We understand the political process. We have helped lobby and pass legislation, build community buy-in and message a variety of ordinances, ballot measures, and political campaigns.
- We care! We have dedicated the majority of our careers to purpose-driven work and are committed to public service.



WHY AXIOM OF PURPOSE?

A FULL-SERVICE MODEL

We believe in getting the right message to the right audience through the right medium at the right time. This requires a thoughtful approach, meticulously crafted campaigns and unprecedented client collaboration. Through our network of partners, we are able to offer the following services.

Strategic Planning & Business Consulting

- Defining your purpose
- Market and audience research
- Operational alignment
- Long-term strategic plans
- Start-up business plans
- Campaign frameworks

Branding & Creative

- Brand development
- Logo and visual identity
- Graphic design
- Website development
- Video production
- Photography assets

Marketing & Media Buying

- Concept development
- Campaign execution
- Broadcast and digital media
- Social media
- Direct marketing
- Print and out-of-home display
- Content creation

Communications & Media Relations

- Key message development
- Public relations management
- Crisis communications
- Media training
- Copywriting
- Grantwriting
- Publicity pitching

Government Affairs & Community Outreach

- Campaign support
- Ballot initiatives
- Coalition building
- Presentation development
- Collateral creation
- Stakeholder briefings
- Workshop facilitation

Performance Analytics

- Measure multiple indicators
- Track engagement
- Ongoing optimization
- Campaign results
- Quantitative and qualitative analysis
- Operational outcomes

OUR SERVICES

SCOPE OF WORK: STRATEGIC COMMUNICATIONS

Dream big - then get busy making your dreams come true. Sound easier said than done? Let us put our DREAM plan to work for you.



Discover

In our DISCOVER phase we conduct research using a variety of quantitative and qualitative methods, review existing and new data and materials, analyze our findings, and provide custom insights.

Roadmap

Our ROADMAP phase is our strategic planning process, beginning with defining your purpose. We'll determine your audience and messages so we can map the tactics needed to achieve your goals.

Explore

We love to EXPLORE creatively by using our strategic foundation to brainstorm different concepts, develop your tone and voice, and apply your final concept to both copywriting and design elements.

Action

Once we have a complete set of assets ready, we jump into ACTION, which includes executing all plan tactics we have outlined, managing ads, posting social media, distributing press releases, etc.

Measure

Finally, we MEASURE our progress, provide you with regular reports on agreed upon Key Performance Indicators (KPIs) and continually look for opportunities to optimize our efforts.

APPLYING OUR PROCESS TO MEET YOUR NEEDS

We will apply our process to the needs of the Tallyn's Reach Metro District consolidation and mill levy campaign using the outline below to guide our work.

- **DISCOVER** - We will work with your team to determine to develop a thorough understanding of your district, your community, background on this issue, and potential barriers to success. This will include by hosting facilitated discussions, conducting interviews, reviewing materials and available first and third-party data. In this phase we will work with you to develop a community survey and deliver online to get a better understanding of resident sentiment, perceptions and messaging challenges.
- **ROADMAP** - We will use the data and insights gathered to develop an outline for the campaign, including defining your purpose, target audience, objectives, and key messages to help your audience connect with the information. In this phase we will map out all needed tactics to deliver a comprehensive public campaign.
- **EXPLORE** - For the creative phase, we will provide two design concepts in the form of a sample postcard and digital ad, then refine the selected concept and layout approved content in the chosen design theme. We will take this opportunity to infuse concept language into the materials and provide supportive graphics and content for release such as press releases, speaking points, social media posts and other assets.
- **ACTION** - We will provide full execution of the campaign including facilitating any required printing and targeted delivery, sending out content such as newsletter articles, managing all digital ad buys such as Google or Facebook ads, posting on social media as required, and guiding responses to media inquiries.
- **MEASURE** - Finally, we will monitor community response on social media, track media coverage, and pull google analytics to determine how we can optimize the campaign to better connect with the community.



TIMELINE

SCHEDULE OF WORK

Week of May 2: Set up 90-minute kick-off meeting to determine research needs and work through strategic plan outline. Conduct materials audit and draft high-level strategic plan outline including defining purpose, campaign objectives, segmented target audiences, and KPIs.

Week of May 9: Draft community survey, work collaboratively to refine questions. Provide draft of overarching campaign key messages and proof points for all campaign components to complete the strategic plan foundation.

Week of May 16: Revise strategic communications plan foundation based on team feedback; add in strategies and tactics for each identified objective including determining media mix for advertising (such as Google ads, Facebook and Instagram ads, local community papers or other media opportunities); provide second draft of plan.

Week of May 23: Revise strategies and tactics based on district feedback; add in outreach calendar with clear flowchart of when all media buys and out reach efforts will occur including budget along with projected impressions; finalize messaging and develop creative brief for ad design.

Week of May 30: Revise media and outreach schedule and budget based on district feedback. Provide final draft of plan for approval.

Week of June 6: Move into creative development, provide two creative concepts for approval, to include a sample postcard and sample digital ad.

Week of June 13: Refine art based on district feedback, develop launch materials and prepare for execution.

Week of June 20: Upon approval of all outreach materials, prepare for execution, placing ads, and finalizing all materials for launch.

Week of June 27: Provide library of content needed to support implementation of strategic communications plan. Launch plan to include pitching media, coordinating interviews as-needed, posting on and monitoring social media (or ad placement only) and other launch activities.

Ongoing Monthly implementation: Beginning in July, move into ongoing execution of plan as outlined, with fresh content added as-needed to remain relevant, current and responsive to community sentiment.

A CURATED TEAM OF PURPOSE-DRIVEN TALENT

Revekka Balancier | Hard Worker - Change Driver - Contagious Laugh

Revekka brings 25 years of experience, bold creativity, passion for purpose and fun to her work! She spent 15 years in purpose-driven marketing for the public sector, most recently as VP of Creative Strategy for JPW Communications, an agency specializing in government. Prior to that she led marketing for the Port of San Diego as Marketing & Communications Manager after moving from Denver, CO where she was Communications Director for Colorado Lt. Governor Joe Garcia. She also spent several years as Communications & Community Relations Director for Denver Human Services. The first decade of her career was spent as a film publicist for Disney, Paramount, Universal and other major motion picture studios.



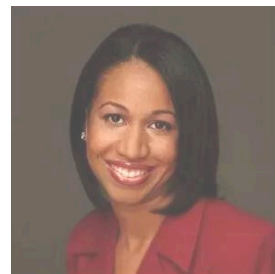
Angela Casias | Relationship Builder - Straight Shooter - Trustworthy

Angela has nearly 30 years of experience serving the needs of purpose-driven organizations. She began her career working in non-profits for education and public health before transferring to the public-sector to spend 18 years with the City & County of Denver. Angela led local government affairs at Denver International Airport, the fifth largest airport in the U.S. as well as Denver Public Works. She managed communications for Denver Parks & Recreation after spending time in the Denver mayor's office. She most recently served the needs of multiple cities and special districts as Marketing & Communications Director for JPW Communications.



Niambi Nicholes | Inclusive - Creative - Optimistic

Niambi has been combining strategic vision with tactical excellence to bring brand campaigns to life for more than 20 years. She has experience in both the public and private sector as well as non-profit work. She began her career in media relations and marketing for the Denver Broncos Football Club. She went on to spend years at agencies that specialize in hospitality and retail where she managed local, regional and national campaigns for major consumer brands. She served as the Director of Communications for Denver Human Resources, where she led the agency's rebranding initiative and launched the first City University for Denver.



Frankie Mondo | Designer - Illustrator - Outdoor Enthusiast

Originally from a little town outside of Baltimore City, Frankie spent most of her life in Charm City where she completed her BFA degree in Graphic Design at Towson University. She loves all things outdoors and all things design and takes every opportunity to combine the two. Frankie promotes inclusion and communication through design with informative, aesthetically pleasing work. She enjoys branding, illustration, ux/ui, print, and social media marketing and spends her free time snowboarding, climbing, trail running and exploring yummy new recipes.



Arash Afshar | Creator - Burner - Spreader of Mindfulness

Photographer, artist and community builder, Arash is driven to present the stories of passionate people who move society and culture forward. He captured stunning images as photographer for the Port of San Diego and now contracts with different agencies to provide visual storytelling. In addition to shooting commercial and portrait photography, Arash founded the Justified Hype creative collective and hosts Burner Podcast, the longest-running show on Burning Man culture and creatives.



YOUR INVESTMENT

strategic communications campaign costs

We have created the following estimate for a seven month engagement to include development of a comprehensive outreach campaign, materials, implementation and measurement.

DESCRIPTION	PRICE	QTY	SUBTOTAL
<p>Discover</p> <p>Includes research such as community survey, interviews, facilitated discussions, review of data and materials. <i>Estimated timeline one month (May).</i></p>	\$175	36	\$6,300
<p>Roadmap</p> <p>Includes strategic plan development with defined purpose, key messages, audience, and tactical plan. <i>Estimated timeline two weeks (June).</i></p>	\$175	20	\$3,500
<p>Explore</p> <p>Includes two creative concepts, refinement of selected concept, copywriting and development of interactive toolkit. <i>Estimated timeline two weeks (June).</i></p>	\$175	20	\$3,500
<p>Action</p> <p>Includes implementation of plan such as postcard distribution, ad trafficking and monitoring, and social media management. <i>Estimated timeline four months @ 20 hours/month (July - October).</i></p>	\$175	100	\$17,500
<p>Measure</p> <p>Includes monitoring campaign effectiveness and optimizing for improved effectiveness; provide final report of activities completed. <i>Estimated timeline five months @ 4 hours per month (July - November).</i></p>	\$175	20	\$3,500
		Total	\$34,300

Engagement Options:

- Project fee - All inclusive flat rate for time and expenses including travel, meals, lodging, printing, and production are charged as part of a flat fee.
- Time & Materials - Actual fees are based on the time required to complete work and will be billed at a fixed rate of \$175.00 per hour throughout the engagement. Expenses are billed with a 15% mark-up to cover all associated costs. Paid media advertising not included in fees and must be paid for separately, or subject to customary 15% mark-up.
- Axiom of Purpose invoices clients based on the agreed upon engagement method at the end of each month for applicable fees and expenses incurred during that month, payable within 30 days.

FEE PROPOSAL

SIGNATURES

1. Please read the fee proposal and payment terms carefully. It's important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
2. If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.
3. Once you feel confident about everything and are ready to move forward, please click the 'sign here' button below.
4. We'll contact you directly via email to set up a kick-off meeting, provide an online project schedule and begin work.
5. If you'd like to speak to us by phone, please don't hesitate to call +17206413026 or email revekka@axiomofpurpose.com. Thank you!

 SIGNATURE _____
Denise Denslow

Denise Denslow
Principal, Tallyn's Reach Metro District

 SIGNATURE _____
Revekka Balancier

Revekka Balancier
Founder, Axiom of Purpose

LET'S WORK TOGETHER

Jenkins, Cindy**Subject:** RE: [External] Tallyn's Reach Swim Team**From:** Isabell Rodau <IRodau@denverymca.org>**Sent:** Thursday, April 21, 2022 6:20 PM**To:** Carlson, Nicholas <Nicholas.Carlson@claconnect.com>**Cc:** Debbie Guth <DGuth@denverymca.org>; Monica Maymi <MMaymi@denverymca.org>; Greg Doyle <GDoyle@denverymca.org>**Subject:** [External] Tallyn's Reach Swim Team**Think Security – This email originated from an external source. Be cautious with any links or attachments.**

Hi Nic,

Deb got tied up and didn't have a chance to send the email, so here is what we discussed. Hope I didn't miss anything. 😊

2022 Pool Hours**May 28th – August 7: Summer Hours**

- The pool is open every day from 10AM-8PM for residents to enjoy except for 2 Saturdays in which the Tallyn's Reach Sharks swim team hosts their swim meets.

August 8th to September 5th – Back to School Hours:**Monday – Friday 12pm- 4pm *Swim at Your Own Risk*****4pm-8pm Lifeguards on Duty*****During swim at your own risk we will not have any lifeguards in the stands during this time.****All children under the age of 18, need to be accompanied by their parents or guardians to participate in the Swim at Your Own Risk hours.****Extending hours after Labor Day is dependent on our staffing situation as most of our staff leaves for college and goes back to school early August.****Swim Meets 2022**

- The swim meets are scheduled for Saturday, June 4 and June 25 and are from 7am-3 pm. Residents can enjoy the pool from 3pm-8pm on days of the meets.
- This year, the team has moved up a division and the team will be larger, so the meets will take about an hour longer, but should end at approximately 2pm, but with clean up and break down, they were hoping that they could have until 3pm to make sure everything is tidied up and presentable for the residents.
- The benefit is one less Saturday the residents have to give up.

- The swim team is hoping to do a Special event is on Wednesday, June 15th from 7-9pm. But, the YMCA feels that the swim team should be treated as the residents are. We feel they can have their special event, but pay “pool rental” fees and are not allowed to have a private party or have the party after-hours. We feel they should have their event from 6-8pm and pay for the additional lifeguard that is required when having a pool party. I have attached the Pool Party Rental agreement. (Maybe we waive the \$100 deposit)

Luau

- The Social committee has asked to move the luau to September, unfortunately, we can not accommodate that request as we are not sure we will have staff to do the Luau at the pool.
- There will also be a few hundred dollars of additional charges due to having to have a lifeguard for every 20 people, per hour.
- Our suggestion is to have the Luau event by the patio/clubhouse, so that there is not pool liability and we don't have to worry about staffing.

Snack Shack

- The Y is no longer accepting cash for any transactions. If snack shack is wanted then we would suggest that the Tallyn's Board purchase a square of some sort and would be responsible for handling the account associated with snack shack.
- Another option is that we could provide “free otterpops” to the community on holidays. Purchasing 1000 otterpops would cost approximately \$45 per holiday. And it might be a nice treat for the community. The board would need to decide what the budget would be for that if that is what they were interested in doing.

I think that covers it for now.

Deb will chime in if I missed anything.

Please let us know when you hear back from legal about the waiver.

Thanks again

Isabell H Rodau

HOA Senior Manager

irodau@denverymca.org

720-524-2763 (work)

440-463-3401 (cell)

YMCA of Metropolitan Denver

<http://denverymca.org>

