

TALLYN’S REACH AUTHORITY
www.TallynsReachMetroDistrict.com

NOTICE OF SPECIAL MEETING AND AGENDA

DATE: March 14, 2023
TIME: 6:00 p.m.
LOCATION: Tallyn’s Reach Clubhouse
24900 E. Park Crescent Dr.
Aurora, CO 80016

AT LEAST ONE INDIVIDUAL, INCLUDING CERTAIN BOARD MEMBERS AND CONSULTANTS OF THE DISTRICTS WILL BE PHYSICALLY PRESENT AND WILL ATTEND THIS MEETING IN PERSON AT THE ABOVE-REFERENCED LOCATION. HOWEVER, CERTAIN OTHER BOARD MEMBERS AND CONSULTANTS OF THE DISTRICTS MAY ATTEND THIS MEETING VIA TELECONFERENCE, OR WEB-ENABLED VIDEO CONFERENCE. MEMBERS OF THE PUBLIC WHO WISH TO ATTEND THIS MEETING MAY CHOOSE TO ATTEND IN PERSON OR VIA TELECONFERENCE OR WEB-ENABLED VIDEO CONFERENCE USING THE INFORMATION BELOW.

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

- 1. To attend via Microsoft Teams video-conference use the below link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZGYwZDNkYWUtNDhjZC00N2Y1LTllOWYtNmM5YjgzNGJmYjhi%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: 405 124 408#

| 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 |

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.

II. PUBLIC COMMENT

Members of the public may express their views to the Board on matters that affect the Authority 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.

III. 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. Approval of Minutes of the Joint Special Meeting on January 31, 2023 (enclosure).
- B. Ratify approval of First Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc. 2023 Annual Flowers in the amount of \$39,700.85 (enclosure).
- C. Ratify approval of Second Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc. for mulch top dressing in the amount of \$49,989.54 (enclosure).
- D. Ratify approval of Independent Contractor Agreement with Brightview Landscape Services, Inc. for Ponderosa Pine removal in the amount of \$7,833.33 (enclosure).
- E. Ratify approval of Independent Contractor Agreement with Brightview Landscape Services, Inc. for 2023 landscape management in the amount of \$254,748 (enclosure).
- F. Ratify approval of Third Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc. for 2023 perennial flowers in the amount of \$79,917.27 (enclosure).
- G. Ratify approval of Independent Contractor Agreement with Brightview Landscape Services, Inc. for 2022-2023 winter watering in the amount of \$28,800.00 (enclosure).
- H. Ratify approval of Independent Contractor Agreement with Brightview Landscape Services, Inc. for crusher fines trail in the amount of \$10,293.23 (enclosure).
- I. Ratify approval of Independent Contractor Agreement with The Young Men's Christian Association of Metropolitan Denver, dba YMCA of Metropolitan Denver for 2023 pool management (enclosure).

- J. Ratify approval of Independent Contractor Agreement with Chavez Services LLC for flagpole removal in the amount of \$2,500.00 (enclosure).
- K. Ratify approval of Independent Contractor Agreement with Radiant Lighting Services, Inc. for 2023 lighting maintenance (enclosure).
- L. Ratify approval of Independent Contractor Agreement with MFish Graphics for sign upgrade and replacement in the amount of \$26,252.16 (enclosure).
- M. Ratify approval of Intergovernmental Agreement by and between the Authority and the Cherry Creek School District for water service and landscape maintenance (enclosure).
- N. Ratify approval of Bill of Sale by the Cherry Creek School District No. 5 (enclosure).
- O. Ratify adoption of Third Amendment to Amended and Restated Resolution Concerning the Imposition of Authority Fees for 2023 (enclosure).
- P. Ratify adoption of Resolution Appointing a Local Government Designee (enclosure).
- Q. Ratify adoption of Independent Contractor Agreement with ARK Ecological for open space management services in the amount of \$50,000.00 (enclosure).
- R. Ratify adoption of Independent Contractor Agreement with ET Irrigation Management Specialist for irrigation system management (enclosure).
- S. Ratify adoption of Independent Contractor Agreement with IMEG CORP for storm pond assessment in the amount of \$17,400.00 (enclosure).
- T. Ratify adoption of Independent Contractor Agreement with Brightview Landscape Services, Inc for fall tree removal in the amount of \$46,555.15 (enclosure).
- U. Ratify adoption of Authority Annual Administrative Resolution (2023) (enclosure).

IV. LEGAL MATTERS

- A. Information from Metro District Education Coalition (enclosures).

V. FINANCIAL MATTERS

- A. Review and consider approval of claims (enclosure).
- B. Review and consider approval of unaudited financial statements as of December 31, 2022, and schedule of cash position updated as of February 27, 2023 (enclosure).

VI. MANAGER MATTERS

- A. Review and consider proposals for reserve rate study:
 - a. McCaffery Reserve Consulting (enclosure).
 - b. Association Reserves (enclosures – proposal and sample).
- B. IMEG update.
- C. Landscape update.

VIII. OTHER MATTERS

- A. **Authority:** Confirm quorum for next regular Board meeting – July 18, 2023 at 6:00 p.m.

IX. EXECUTIVE SESSION

- A. Executive session of the Board of Directors for the purpose of receiving confidential legal advice pursuant to Section 24-6-402(4)(b), Colorado Revised Statutes as it relates to ongoing landscape maintenance.

X. ADJOURNMENT

AUTHORITY - The next regular meeting is scheduled for July 18, 2023 at 6:00 p.m.

RECORD OF PROCEEDINGS

MINUTES OF A JOINT SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE TALLYN'S REACH AUTHORITY AND TALLYNS REACH METROPOLITAN DISTRICT NOS. 2 AND 3 HELD JANUARY 31, 2023

A joint special meeting of the Boards of Directors of the Tallyn's Reach Authority and the Tallyn's Reach Metropolitan District Nos. 2 and 3 (referred to hereafter as the "Board" and/or "Boards") was convened on Tuesday, January 31, 2023, at 5:00 p.m. This joint meeting was held virtually via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors in Attendance for the Authority:

David Patterson, President
BJ Pell, Vice-President/Assistant Secretary
Harry Yosten, Treasurer
Mike Dell'Orfano, Assistant Secretary
Brian Crandall, Assistant Secretary

Directors in Attendance for MD 2:

BJ Pell, President
William Barcus, Vice President/Treasurer
Brian Baisch, Secretary

Directors in Attendance for MD 3:

Mike Dell'Orfano, President
Harry Yosten, Vice President/Treasurer
David Patterson, Secretary
Julie Huygen, Assistant Secretary
Brian Crandall, Assistant Secretary

Also in Attendance Were:

Blair Dickhoner, Esq.; White Bear Ankele Tanaka & Waldron ("WBA")
Celeste Terrell and Nic Carlson; CliftonLarsonAllen LLP ("CLA")

ADMINISTRATIVE MATTERS

Call to Order: Director Patterson called the meeting to order at 5:01 p.m.

Agenda: Following review and discussion, upon a motion duly made and seconded, upon vote, unanimously carried, the Boards approved the Agenda.

Disclosures of Potential Conflicts of Interest: Attorney Dickhoner advised the Boards that, pursuant to Colorado law, certain disclosures

RECORD OF PROCEEDINGS

might be required prior to taking official action at the meeting. Attorney Dickhoner reported that disclosures for those directors that provided WBA with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Boards at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Boards. Attorney Dickhoner inquired into whether members of the Boards had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain quorums or to otherwise enable the Boards to act.

Quorum: A quorum was confirmed for each Board for the meeting, the meeting location and posting of meeting notice.

Public Comment: None.

CONSENT AGENDA

Ms. Terrell reviewed the Consent Agenda with the Boards and noted that any item may be removed from the Consent Agenda to the regular Agenda upon the request of any Director. Upon a motion duly made and seconded, upon vote, unanimously carried, the following items on the Consent Agenda were approved, ratified and/or adopted, as appropriate.

- A. **Authority, MDs 2 & 3:** Approval of Minutes of November 15, 2022 Joint Regular Meeting.
- B. **Authority:** Approval of Minutes of the Regular Meeting on November 15, 2022 and Minutes of the Special Meeting on November 29, 2022.

FINANCIAL MATTERS

None.

LEGAL MATTERS

Engagement of Legal Firm for Unpaid Fee Collection Services: Attorney Dickhoner reviewed the proposals submitted by Altitude Community Law P.C., IDEA Law Group, LLC (for foreclosure only), Orten Cavanagh Holmes & Hunt, LLC, and Winzenburg Leff Purvis & Payne, LLP, with the Boards.

Following review and discussion, upon a motion duly made and seconded, upon vote, unanimously carried, the Authority Board approved to engage Orten Cavanagh Holmes & Hunt, LLC for unpaid fee collection and foreclosure services and terminate the prior engagement of IDEA Law Group, LLC for foreclosure services.

RECORD OF PROCEEDINGS

Cherry Creek School District (“CCSD”) and City of Aurora Property Maintenance Discussions: Attorney Dickhoner provided an update and noted that a memo is expected from the City on February 9th. He also noted that an agreement with CCSD has been drafted but has not yet been executed.

MANAGER MATTERS

Potential Appointment of a Local Governmental Designee (liaison) to the Colorado Oil & Gas Conservation Commission (“COGCC”: Attorney Dickhoner explained designees and liaisons to the Boards. Following a lengthy discussion, upon a motion duly made and seconded, upon vote, unanimously carried, the Authority Board appointed Julie Huygen (Board Member of Tallyn’s Reach Metropolitan District No. 3) as Authority Liaison to the COGCC, and directed Attorney Dickhoner to prepare an accompanying resolution.

OTHER MATTERS

Snow Removal on 25 Private Streets: Following discussion, the Authority Board directed CLA staff to approve snow removal on the private streets at their own discretion, and to track spending and update the Authority Board.

MDs 2 & 3 Next Meeting: The Boards confirmed an anticipated quorum for the next regular Board meeting scheduled for November 21, 2023 at 5:30 p.m.

Authority Next Meeting: The Board discussed the next regular Board meeting scheduled for March 21, 2023 at 6:00 p.m. and determined to move it to Tuesday, March 14, 2023 at 6:00 p.m.

ADJOURNMENT

There being no further business to come before the Boards, the Boards adjourned the meeting at 6:21 p.m.

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

Secretary for the Meeting – Tallyn’s Reach Authority

Secretary for the Meeting – Tallyn’s Reach MD 2

Secretary for the Meeting – Tallyn’s Reach MD 3

**FIRST ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(2023 Annual Flowers)**

This **FIRST ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**First Addendum**”) is entered into on the 21st day of March, 2023, by and between **TALLYN’S REACH AUTHORITY**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**Authority**”), and **BRIGHTVIEW LANDSCAPE SERVICES, INC**, a Colorado corporation the (“**Contractor**”), collectively referred to herein as the “Parties.”

RECITALS:

WHEREAS, the Parties entered into an *Independent Contractor Agreement for Landscape Maintenance*, dated December 10, 2022 (the “**Agreement**”); and

WHEREAS, the Agreement sets forth the scope of services to be provided by the Contractor to the Authority; and

WHEREAS, the Parties wish to expand the scope of services to address the purchase and installation of annual flowers (the “**Additional Services**”); and

WHEREAS, the Contractor is agreeable with providing the Additional Services within this First Addendum.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS:

1. **SCOPE OF ADDITIONAL SERVICES.** The Contractor shall be responsible for the Additional Services in compliance with the services and costs described in **Exhibit A**, attached hereto and incorporated herein.

2. **INVOICING.** The Contractor shall submit invoices for the Additional Services in their monthly billing to the Authority pursuant to the invoicing provisions of the Agreement.

3. **AGREEMENT.** Except as expressly modified by this First Addendum, all terms and provisions of the Agreement shall remain in full force and effect.

4. **COUNTERPART EXECUTION.** This First Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this First Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

AUTHORITY:

TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado

DocuSigned by:
David Patterson

Officer of the Authority

ATTEST:

DocuSigned by:
[Signature]

5D0F27EA0668456...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Blair M. Dicklauer

DBCBC9D5CA84CA...
General Counsel to the Authority

CONTRACTOR:

BRIGHTVIEW LANDSCAPE SERVICES, INC., a Colorado corporation

[Signature]

Aaron Lott

Printed Name
Director of Finance

Title

EXHIBIT A



January 30, 2023
Page 1 of 3

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 | 2023 Annual Flowers | | |
| Project Description | 2023 Annual Flowers | | |

Scope of Work

| QTY | UoM/Size | Material/Description |
|--|-------------|---|
| Annual Flower Beds (See attached map for included beds) | | |
| 1.00 | LUMP SUM | Removal of Shrubs at end of Island in Bed #8 for annual bed extension |
| 1.00 | LUMP SUM | Disposal of Removed Shrubs |
| 6.00 | CUBIC YARD | BioComp Compost - Amendment Installed |
| 3,200.00 | SQUARE FEET | Prep/Trim/Grade Labor |
| 44.00 | EACH | PETUNIA purple wave 10-4 pack flat Seasonal (Annual) Color Installed |
| 32.00 | EACH | SALVIA Evolution Violet 10-4 pack flat Seasonal (Annual) Color Installed |
| 32.00 | EACH | Cosmos Sonata Red Shades 10-4 pack flat Seasonal (Annual) Color Installed |
| 32.00 | EACH | Snapdragon Snaptastic Yellow 10-4 pack flat Seasonal (Annual) Color Installed |
| 32.00 | EACH | Zinnia Zahara Double White 10-4 pack flat Seasonal (Annual) Color Installed |
| 1.00 | LUMP SUM | Bi-Weekly Maintenance |

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
6666 Mobergcker Road, Suite A, Parker, CO 80134 ph: (303) 841-3003 fax: (303) 841-3177



January 30, 2023
Page 2 of 3

Proposal for Extra Work at Tallyn's Reach Authority

Images

annual bed location map



For Internal Use only

SO# 8026493
JOB# 400300615
Service Line 130

Total Price \$39,700.85

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
5555 Mozenbocker Road, Suite A, Parker, CO 80134 ph. (303) 841-3003 fax (303) 841-3177



**SECOND ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(Mulch Top Dressing)**

This **SECOND ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**Second Addendum**”) is entered into on the 21st day of March, 2023, by and between **TALLYN’S REACH AUTHORITY**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**Authority**”), and **BRIGHTVIEW LANDSCAPE SERVICES, INC**, a Colorado corporation the (“**Contractor**”), collectively referred to herein as the “Parties.”

RECITALS:

WHEREAS, the Parties entered into an *Independent Contractor Agreement for Landscape Maintenance*, dated December 10, 2022, and that *First Addendum to Independent Contractor Agreement (2023 Annual Flowers)*, dated March 21, 2023 (collectively the “**Agreement**”); and

WHEREAS, the Agreement sets forth the scope of services to be provided by the Contractor to the Authority; and

WHEREAS, the Parties wish to expand the scope of services to address the purchase and installation of mulch as top dressing (the “**Additional Services**”); and

WHEREAS, the Contractor is agreeable with providing the Additional Services within this Second Addendum.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS:

1. **SCOPE OF ADDITIONAL SERVICES.** The Contractor shall be responsible for the Additional Services in compliance with the services and costs described in **Exhibit A**, attached hereto and incorporated herein.

2. **INVOICING.** The Contractor shall submit invoices for the Additional Services in their monthly billing to the Authority pursuant to the invoicing provisions of the Agreement.

3. **AGREEMENT.** Except as expressly modified by this Second Addendum, all terms and provisions of the Agreement shall remain in full force and effect.

4. **COUNTERPART EXECUTION.** This Second Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Second Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date Second above written.

AUTHORITY:

TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado

Officer of the Authority

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the Authority

CONTRACTOR:

BRIGHTVIEW LANDSCAPE SERVICES, INC., a Colorado corporation

Printed Name

Title

EXHIBIT A



February 06, 2023
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 Cresoent Dr. Aurora, CO 80016 | To | Tallyns Reach Authority |
| | | Billing Address | 370 Interlocken Blvd Ste 500 Broomfield, CO 80021 |
| Project Name | 2023 Mulch Top Dress | | |
| Project Description | 2023 Mulch Top Dress (for SE and Central Quad) | | |

Scope of Work

| QTY | UoM/Size | Material/Description |
|--------|------------|---|
| 1.00 | LUMP SUM | Drive Time Labor |
| 1.00 | LUMP SUM | Freight/Delivery |
| 200.00 | CUBIC YARD | Washington Cedar - CUBIC YARD Mulch Installed |

For Internal use only

SO# 8033246
JOB# 400300615
Service Line 130

Total Price \$49,989.54

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
8888 Molenbucker Road, Suite A, Parker, CO 80134 ph: (303) 841-3003 fax: (303) 841-9177

INDEPENDENT CONTRACTOR AGREEMENT
(PONDEROSA PINE REMOVAL)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 10th day of December, 2022, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and BRIGHTVIEW LANDSAPE 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 (ii) December 31, 2023.
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. 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.

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 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
 Greenwood 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., Suite 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.

AUTHORITY:

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

DocuSigned by:

David Patterson

78D319407C7A455

Officer of the Authority

ATTEST:

DocuSigned by:

Mike Dell'Orfano

359664F3786B41D...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:

Blair M. Dickhoner

D8CBCE3D5CA646A...

General Counsel for the Authority

Authority's Signature Page to Independent Contractor Agreement for Ponderosa Pine Removal Services with BrightView Landscape Services, Inc., dated December 10, 2022

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

Garrett Wright

Garrett Wright
Printed Name
Branch Manager

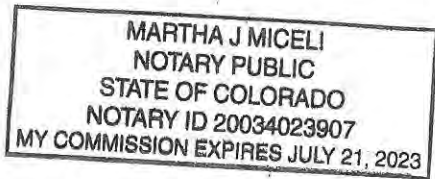
Title

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

The foregoing instrument was acknowledged before me this *15th* day of *December* 2022, by *Garrett Wright*, as the *Branch Manager* of BrightView Landscape Services, Inc.

Witness my hand and official seal.

My commission expires: *7/21/2023*



Martha J Miceli
Notary Public

***Contractor's Signature Page to Independent Contractor Agreement for Ponderosa Pine
Removal Services with Tallyn's Reach Authority, dated December 10, 2022***

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE



December 09, 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 Remove (3) large dead Ponderosa Pines in Park Native Area
 Project Description Remove (3) large dead Ponderosa Pines in Park Native Area

Scope of Work

| QTY | UoM/Size | Material/Description |
|------|----------|---|
| 1.00 | LUMP SUM | Remove (3) large dead Ponderosa Pines in Park Native Area (stump grinding included) |

Images

IMG_0797



Large Ponderosa Pine Tree Removal Map



For internal use only

SO# 7997497
 JOB# 400300615
 Service Line 133

Total Price \$7,833.33

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's CEO or Vice President
 5889 Metzenbocker Road, Suite A, Parker, CO 80134 ph: (303) 541-3003 fax: (303) 641-3177



EXHIBIT B

CONTRACTOR'S COMPLETED W-9

W-9
Form 1099-REQ (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 (last, first, or just request for return. Note: If registered on this line, do not leave this line blank.)
Brightnow Landscape Services, Inc.

2 Business name (do not check unless name is 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 boxes.)
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company (enter the tax classification (C or S corporation, S or Partnership) in the space below)
 Note: Check the appropriate box in line 3 above for the tax classification of the single-member owner. Do not check another LLC that is not disregarded from the owner unless the owner of the LLC is a disregarded partner. If the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions)

4 Exemptions. (Check appropriate box to obtain certain tax treatments; see instructions on page 2.)
 Exemption from FATCA reporting code (if any)


5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 31001-2463

6 City, state, and ZIP code
Pasadena, CA 91110-2463

7 List account numbers (see instructions)

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 to 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.

Part II Certification
Under penalties of perjury, I certify that:
 1. 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
 2. 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
 3. I am a U.S. citizen or other U.S. person (as defined below); and
 4. The FATCA codes entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must check box 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:  Date: 1/8/19

General Instructions
 Certain 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 other proceeds)
 • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 • Form 1099-S (proceeds from real estate transactions)
 • Form 1099-K (merchant card and third party network transactions)
 • Form 1099-H (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
 • Form 1099-C (canceled 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.

Call for 1099-REQ Form W-9 (Rev. 10-2018)

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 Authority 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 Authority. Such bond shall protect the Authority 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 Authority. Said bond

shall be in an amount as determined by the Authority, from a surety acceptable to the Authority.

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

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE MM/DD/YYYY
09/22/2022

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 Central, Inc. Philadelphia PA Office 109 North 18th Street 15th Floor Philadelphia PA 19103 USA | CONTACT PHONE (AC, No, Ext): (800) 283-7122 FAX (AC, No.): (800) 363-0100 E-MAIL ADDRESS: ADDRESS: | | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|---|-------|--|-------|------------|--|------------|--|------------|--|------------|--|
| INSURED Brightview Landscape Services, Inc. Location #40030 8888 Mottsenbocker Road, suite A Parker CO 80134 USA | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: American Guarantee & Liability Ins Co</td> <td>26247</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: ACE American Insurance Company | 22667 | INSURER B: American Guarantee & Liability Ins Co | 26247 | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: ACE American Insurance Company | 22667 | | | | | | | | | | | | | | |
| INSURER B: American Guarantee & Liability Ins Co | 26247 | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER: 570095454198** **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

| POLICY | TYPE OF INSURANCE | ADDITIONAL | POLICY NUMBER | POLICY EFF | POLICY EXP | LIMITS |
|--------|---|------------|---|------------|------------|---|
| NO. | | INSURER | | DATE | DATE | |
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> SJECT <input checked="" type="checkbox"/> LOC OTHER: | Y | XSL647318397 SIR applies per policy terms & conditions | 10/01/2022 | 10/01/2023 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED <input type="checkbox"/> PROPERTIES (Per occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADY INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY | | ISA #1071333A | 10/01/2022 | 10/01/2023 | COMBINED SINGLE LIMIT (Per accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| E | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION | | AUC5D859681E | 10/01/2022 | 10/01/2023 | EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/INSURER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | WLRC50867302 WC - A05 SCFC50687405 WC - WI | 10/01/2022 | 10/01/2023 | <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 Tallyn's Reach Authority c/o Clifton Allen Larson 8390 E. Crescent Parkway, Suite 300 Greenwood Village CO 80311 USA | CANCELLATION 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 <i>Aon Risk Services Central, Inc.</i> |
|--|--|

Holder Identifier: BC

Certificate No: 570095454198

00000 00 04 01/02/20 005131 P

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 12/07/2022 that have been posted, and by documents delivered to this office electronically through 12/08/2022 @ 21:41:46.

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 12/08/2022 @ 21:41:46 in accordance with applicable law. This certificate is assigned Confirmation Number 14523245



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Since a certifi- can't be obtained from the Colorado Secretary of State website as full and complete, valid and effective. However as an option the issuance and validity of a certificate obtained electronically may be established by visiting the Website of Certificate page of the Secretary of State's website <http://www.coloradosec.state.co.us> by clicking on the "Certificate" link, entering the certificate's confirmation number displayed on the certificate and following the instructions displayed. Confirming the contents of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information visit our website <http://www.coloradosec.state.co.us> click "Business" under "more" and select "Frequently Asked Questions"

Certificate Of Completion

| | |
|--|------------------------------|
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| Subject: Complete with DocuSign: Tallyn's Reach Auth - BrightView Landscape, Agmt for Ponderosa Pine Removal | |
| Client Name: Tallyn's Reach Authority | |
| Client Number: A267075-OS07-2022 | |
| Source Envelope: | |
| Document Pages: 21 | Signatures: 3 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Enveloped Stamping: Enabled | Cindy Jenkins |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 220 S 6th St Ste 300 |
| | Minneapolis, MN 55402-1418 |
| | Cindy.Jenkins@claconnect.com |
| | IP Address: 67.176.12.84 |

Record Tracking

| | | |
|-----------------------|------------------------------|--------------------|
| Status: Original | Holder: Cindy Jenkins | Location: DocuSign |
| 12/15/2022 6:42:52 PM | Cindy.Jenkins@claconnect.com | |

Signer Events

David Patterson
david.patterson@falck.com
President
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 8.46.80.1

Timestamp

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Viewed: 12/15/2022 6:52:39 PM
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Electronic Record and Signature Disclosure:
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ID: 24e0e218-c3f7-4ce3-8768-1f6bdb3a80ba

Mike Dell'Orfano
mdellorfano@comcast.net
President, Chair
Security Level: Email, Account Authentication (None)

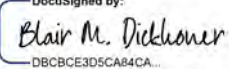
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Blair M. Dickhoner
bdickhoner@wbapc.com
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 24.73.113.251
Signed using mobile

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Electronic Record and Signature Disclosure:
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ID: 330c371c-6577-4061-ab50-4995afc2bb3f

| In Person Signer Events | Signature | Timestamp |
|------------------------------|-----------|-----------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |

| Certified Delivery Events | Status | Timestamp |
|--|------------------|-----------------------------|
| Carbon Copy Events | | |
| Sara Rutman Sara.Rutman@brightview.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 12/19/2022 3:18:10 PM |
| Celeste Terrell celeste.terrell@clacconnect.com District Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 12/19/2022 3:18:11 PM |
| Carey Smith csmith@wbapc.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/20/2022 7:06:33 PM ID: 2afcf36-c005-4d1b-847e-ad08912d88d8 | COPIED | Sent: 12/19/2022 3:18:13 PM |
| Witness Events | | |
| Signature | | |
| Timestamp | | |
| Notary Events | | |
| Signature | | |
| Timestamp | | |
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| Payment Events | | |
| Status | | |
| Timestamps | | |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- 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.

INDEPENDENT CONTRACTOR AGREEMENT
(LANDSCAPE MANAGEMENT)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 10th day of December, 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 January 1, 2023 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) December 31, 2023. 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 B**. 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 B** 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-1**.

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. 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.

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 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
Greenwood 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., Suite 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.

AUTHORITY:

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

DocuSigned by:
David Patterson
7BD319407G7A455...

Officer of the Authority

ATTEST:

DocuSigned by:
[Signature]
5D9F27EA0668456...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Blair M. Dickhoner
PBCBCE3D5CA84CA...

General Counsel for the Authority

Authority's Signature Page to Independent Contractor Agreement for Landscape Management Services with BrightView Landscape Services, Inc., dated December 10, 2022

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

[Handwritten Signature]

Aaron Lott

Printed Name

Director of Finance

Title

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 4th day of January, 2022, by Aaron Lott, as the Director & Finance of BrightView Landscape Services, Inc.

Witness my hand and official seal.

My commission expires: 7/21/2023

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

Martha J Miceli
Notary Public

Contractor's Signature Page to Independent Contractor Agreement for Landscape Management Services with Tallyn's Reach Authority, dated December 10, 2022

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

I. Scope of Work:

Contractor shall furnish all supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

II. Account Management:

A. Weekly Reporting: Included Frequencies: *Weekly (30X) during the growing season and every other week (11x) during winter months*

Contractor will provide a weekly checklist of contracted maintenance items that were performed during the prior week. Contractor will also keep these reports for documentation purposes to ensure all obligations have been fulfilled during the term of the contract.

B. Monthly Property Review With Client: Included Frequencies: 12

On a monthly basis, Contractor will review any site improvements and / or repairs to confirm effectiveness, quality of work performed, or to determine if other measures are necessary to meet the agreed upon scope of work.

III. Turf Care:

A. Mowing: Included Frequencies: 26

Turf areas shall be mowed weekly from May through September, and as needed during other seasons. Frequencies of mowing shall vary in the Spring and Fall due to seasonal weather conditions and turf growth rates. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season.

Clippings shall be mulched and not caught or removed from turf areas unless they are lying in swaths which may damage the lawn.

B. String Trimming: Included Frequencies: 26

Vertical obstacles will be trimmed around to assure a neat and attractive appearance at the time of each mowing.

C. Edging: Included Frequencies : 13

All turf areas adjacent to sidewalks shall be edged.

D. Blowing: Included Frequencies: 26

Sidewalk and curb areas adjacent to landscaped areas will be blown and kept clean with the use of power-operated blowers at the time of each mowing. This does not include the blowing of car ports and/or parking lots.

E. Aeration: Included Frequencies: 1

Core aeration will be performed with walk behind and/or a tow behind aerator. Aeration plugs shall be left and not caught or removed from the turf areas.

F. Fertilization: Included Frequencies: 1 Season-Release Application

Turf shall be fertilized as warranted with a commercial fertilizer to promote a healthy appearance.

G. Broadleaf Weed Control: Included Frequencies: 1 Pre-emergent weed control Application and 2 Post-emergent Applications

Turf shall be kept reasonably free of weeds by the use of chemical herbicide to promote a healthy appearance. If association is not satisfied with turf color, weed control or overall health, then contractor agrees to supply additional applications as needed.

IV. Shrubs and Bed AreasA. Shrub Pruning: 4

Shrubs shall be pruned to maintain the natural form of the plant and to maintain growth within space limitations, timing of pruning may vary from plant species. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill. Industry standard pruning practices do not include hand pruning or shearing of plants into boxes, squares, balls, etc., unless required by the design.

Ornamental grasses will be cut one time per year, typically in late winter, to approximately ¼ of the existing height.

Perennial cut back will be dead-headed during the late summer / early fall, and will be trimmed as appropriate for each species once all flowering has stopped

B. Weed Control: Included Frequencies: 26

Beds, sidewalks and curb/gutter will be kept reasonably free of broadleaf or grassy weeds, preferably with post-emergent/contact herbicides, or with manual removal (hand-pulling).

V. Tree Care:A. Limbing: Included Frequencies: 1

Maintenance pruning of all applicable trees to 8-10 feet in height will be accomplished according to industry accepted standards, and as is appropriate for each species in its particular stage of growth and development.

B. Volunteer suckers and shooters on trees will be removed to maintain a clean appearance.

C. All susceptible smooth bark deciduous trees that are 4" caliper and under will have tree wrap installed prior to the winter months. Tree wrap will be remove the following spring.

VI. Native Areas:A. Native Turf Mowing: Included Frequencies: 2 for Beauty Band areas

Designated and established beauty bands will be cut at the most appropriate times of the season (as agreed upon by the Contractor and Client). Areas accessible by a mower and perimeter areas that require string trimming will be addressed. Any steeply sloped areas, areas designated for drainage, or other such "informal" native areas are not included as part of the scope of work.

Areas considered to be "Beauty Bands" include those which extend 4-6' from any native walking paths, sidewalks, or homeowner abutting fences.

VII. **Landscape Debris & Trash Cleanup:**

A. Growing Season: Included Frequencies: 30

All landscape areas shall be inspected each day and excess landscape debris and trash removed. This shall include the changing of neighborhood trash receptacles and dog stations as they become full. Debris clean-up does not include the cleanup of pet waste, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

B. Dormant Season: Included Frequencies: 22

All landscape areas shall be inspected each day and excess landscape debris and trash removed. This shall include the changing of neighborhood trash receptacles and dog stations as they become full. Debris clean-up does not include the cleanup of pet waste, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

VIII. **Spring Cleanup: Included Frequencies: 1**

Debris shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Debris shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of debris removal. Debris cleanup does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

IX. **Fall Cleanup: Included Frequencies: 2**

Typically in November, fallen leaves shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Leaves shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of leaf removal. Leaves that have not fallen from trees or shrubs during contract term are not within the scope of the contract. Leaf cleanup in October will be performed during regular scheduled mowing visits. Upon request, a price will be provided for additional services.

Debris clean-up does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

X. **Porter Service:**

A full time (40 hrs per week) qualified Porter would be assigned to the site, who's duties would include routine maintenance services such as weed control, trash and debris removal, servicing trash receptacles, minor trimming and pruning, dead-heading, occasional mowing of native areas, blowing off tennis courts and minor work orders in which no materials are required.

Services that are not detailed in this contract, and that would be considered extra work, would not be part of the responsibilities of the Porter.

XI. **Bio-Hazards:**

Contractor shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on the Owner/Client's property. This includes, but is not limited to, items such as hypodermic needles (Sharps/needles) will not be handled by the Contractor's employees at any time), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. Contractor shall only be obligated to report/communicate any observations of potential bio-hazards to the Owner/Client for their appropriate removal by others, unless previously arranged by the Owner/Client and Contractor.

XII. **Fuel Surcharge**

In the event that, during the performance of Services, the cost of materials or fuel (collectively, "Variable Costs") required by BrightView to perform the Services increases by more than twenty percent (20%) over the Variable Costs on the date of execution of the contract, there shall be a mutually agreeable fuel surcharge added until such Variable Costs return to within 5% of original Variable Costs.

ADDITIONAL SERVICES AVAILABLE

Beyond those services made a part of the base contract, BrightView Landscape Services, Inc. offers a number of additional landscape management services to help beautify, protect, and keep safe your landscape. These services include:

1. Tree Trimming
2. Irrigation Meter Reading, Usage Tracking and Reporting
3. Winter Watering
4. Landscape enhancement and beautification services, including design and construction, turf renovation, plant replacement, and irrigation repair and upgrade/installation

EXHIBIT B

COMPENSATION SCHEDULE

| Term 1 - 2022 | |
|-------------------------------------|------------------|
| January 1 st | \$ <u>21,299</u> |
| February 1 st | \$ <u>21,299</u> |
| March 1 st | \$ <u>21,299</u> |
| April 1 st | \$ <u>21,299</u> |
| May 1 st | \$ <u>21,299</u> |
| June 1 st | \$ <u>21,299</u> |
| July 1 st | \$ <u>21,299</u> |
| August 1 st | \$ <u>21,299</u> |
| September 1 st | \$ <u>21,299</u> |
| October 1 st | \$ <u>21,299</u> |
| November 1 st | \$ <u>21,299</u> |
| December 1 st | \$ <u>21,299</u> |
| <i>Total Service Fee: \$254,748</i> | |

| Per Occurrence Service | # of Occurrences per a Term | Per Occurrence Service Fee* | Total Per Occurrence Service Fee* |
|-------------------------------|------------------------------------|------------------------------------|--|
| Irrigation Repairs | As Needed | \$65 / hr | TBD |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |

EXHIBIT B-1

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 <small>Go to www.irs.gov/FormW9 for instructions and the latest information.</small> | 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 | | |
| <small>Print or type. See Specific Instructions on page 3.</small> | 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. <input type="checkbox"/> Individual sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is 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.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| | | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 2): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(check to account maintained outside the U.S.)</small> |
| 5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 31001-2463 6 City, state, and ZIP code Pasadena, CA 91110-2463 | | Requester's name and address (optional) |
| 7 List account number(s) here (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 <i>How to get a TIN</i> , later. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number to Give the Requester</i> for guidelines on whose number to enter.</small> | | |
| | | Social security number [] [] [] - [] [] [] - [] [] [] [] OR Employer identification number 8 4 - 0 6 1 7 6 5 3 |
| Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (I am waiting for a number to be issued to me); and 2. 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 3. I am a U.S. citizen or other U.S. person (defined below); and 4. 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: <ul style="list-style-type: none"> • 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) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled 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 <i>What is backup withholding</i>, later. | | |
| Cat. No. 10291X | | Form W-9 (Rev. 10-2018) |

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.


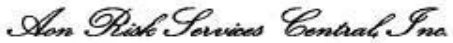
3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage 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 Authority 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 Authority. Such bond shall protect the Authority 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 Authority. Said bond

shall be in an amount as determined by the Authority, from a surety acceptable to the Authority.

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

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

|  | | CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 09/29/2022 | | | |
|--|---|---|--|--|-------------------------|-------------------------|--|
| 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 Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA | | | CONTACT NAME: PHONE (AC, No, Ext): (866) 283-7122 FAX (AC, No.): (800) 363-0105 E-MAIL ADDRESS: | | | | |
| INSURED BrightView Landscape Services, Inc. Location #40030 8888 Molsenbocker Road, Suite A Parker CO 80134 USA | | | INSURER(S) AFFORDING COVERAGE | | NAIC # | | |
| | | | INSURER A: ACE American Insurance Company | | 22667 | | |
| | | | INSURER B: American Guarantee & Liability Ins Co | | 26247 | | |
| | | | INSURER C: | | | | |
| | | | INSURER D: | | | | |
| | | | INSURER E: | | | | |
| | | | INSURER F: | | | | |
| COVERAGES CERTIFICATE NUMBER: 570095454198 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 as requested | | | | | | | |
| ESR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
| A | <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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | | | XSLG47318397 SIR applies per policy terms & conditions | 10/01/2022 | 10/01/2023 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (liability 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 |
| A | 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 #1071333A | 10/01/2022 | 10/01/2023 | COMBINED SINGLE LIMIT (liability) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | AUC508596818 | 10/01/2022 | 10/01/2023 | EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 |
| A | 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 | N/A | WLRC50687302 WC - AOS SCFC50687405 WC - WE | 10/01/2022 | 10/01/2023 | <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 Tallyn's Reach Authority c/o Clifton Allen Larson 8390 E. Crescent Parkway, Suite 300 Greenwood Village CO 80111 USA | | | | CANCELLATION 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 : 570095454198

000000 09 04 010226 006101 P

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 12/07/2022 that have been posted, and by documents delivered to this office electronically through 12/08/2022 @ 21:41:46 .

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 12/08/2022 @ 21:41:46 in accordance with applicable law. This certificate is assigned Confirmation Number 14523245 .



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 website 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 website, <https://www.coloradosos.gov/bs/certificate/validate/criteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is purely optional and is not necessary in the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Certificate Of Completion

| | |
|--|------------------------------|
| Envelope Id: E882924DC3D347A7A6E6CE54CCA3C807 | Status: Completed |
| Subject: Complete with DocuSign: Tallyn's Reach Auth - BrightView Landscape, Agmt for Landscape Management | |
| Client Name: Tallyn's Reach Authority | |
| Client Number: A267075-OS07-2023 | |
| Source Envelope: | |
| Document Pages: 24 | Signatures: 3 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Enveloped Stamping: Enabled | Cindy Jenkins |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 220 S 6th St Ste 300 |
| | Minneapolis, MN 55402-1418 |
| | Cindy.Jenkins@claconnect.com |
| | IP Address: 67.176.12.84 |

Record Tracking

| | | |
|---------------------|------------------------------|--------------------|
| Status: Original | Holder: Cindy Jenkins | Location: DocuSign |
| 1/5/2023 4:21:23 PM | Cindy.Jenkins@claconnect.com | |

Signer Events

David Patterson
david.patterson@falck.com
President
Security Level: Email, Account Authentication (None)

Signature



DocuSigned by:
David Patterson
7BD319407C7A455...

Signature Adoption: Pre-selected Style
Using IP Address: 8.46.80.1

Timestamp

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Viewed: 1/5/2023 4:31:13 PM
Signed: 1/5/2023 4:31:59 PM

Electronic Record and Signature Disclosure:
Accepted: 1/5/2023 4:31:13 PM
ID: 9cddb2e-8ee5-4539-91a7-07aee54196e4

BJ Pell
bjnsteve95@yahoo.com
Secretary
Security Level: Email, Account Authentication (None)



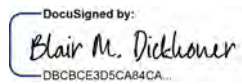
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BJ Pell
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Signature Adoption: Drawn on Device
Using IP Address: 75.166.199.18
Signed using mobile

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Signed: 1/5/2023 4:37:57 PM

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ID: dba65a74-d4d3-41a1-bd1c-9e2960a7ab58

Blair M. Dickhoner
bdickhoner@wbapc.com
Security Level: Email, Account Authentication (None)



DocuSigned by:
Blair M. Dickhoner
DBCBC3D5CA84CA...

Signature Adoption: Pre-selected Style
Using IP Address: 50.209.233.181

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| In Person Signer Events | Signature | Timestamp |
|------------------------------|-----------|-----------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |

| Certified Delivery Events | Status | Timestamp |
|---|------------------|---------------------|
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 1/5/2023 4:25:50 PM |
| Certified Delivered | Security Checked | 1/5/2023 4:41:07 PM |
| Signing Complete | Security Checked | 1/5/2023 4:41:15 PM |
| Completed | Security Checked | 1/5/2023 4:41:15 PM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- 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.

**THIRD ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(2023 Perennial Flowers)**

This **THIRD ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**Third Addendum**”) is entered into on the 21st day of March, 2023, 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**”), collectively referred to herein as the “Parties.”

RECITALS:

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Landscape Management)*, dated December 10, 2022, and that *First Addendum to Independent Contractor Agreement (2023 Annual Flowers)*, dated March 21, 2023, and that *Second Addendum to Independent Contractor Agreement (Mulch Top Dressing)*, dated March 21, 2023, (collectively the “**Agreement**”); and

WHEREAS, the Agreement sets forth the scope of services to be provided by the Contractor to the Authority; and

WHEREAS, the Parties wish to expand the scope of services to address the purchase and installation of perennial flowers (the “**Additional Services**”); and

WHEREAS, the Contractor is agreeable with providing the Additional Services within this Third Addendum.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS:

1. **SCOPE OF ADDITIONAL SERVICES.** The Contractor shall be responsible for the Additional Services in compliance with the services and costs described in **Exhibit A**, attached hereto and incorporated herein.
2. **INVOICING.** The Contractor shall submit invoices for the Additional Services in their monthly billing to the Authority pursuant to the invoicing provisions of the Agreement.
3. **AGREEMENT.** Except as expressly modified by this Third Addendum, all terms and provisions of the Agreement shall remain in full force and effect.

4. COUNTERPART EXECUTION. This Third Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Third Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

AUTHORITY:

TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado

Officer of the Authority

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the Authority

CONTRACTOR:

BRIGHTVIEW LANDSCAPE SERVICES, INC., a Colorado corporation

Printed Name

Title

EXHIBIT A



February 20, 2023

Page 1 of 3

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 | 2023 Ottawa/TRP median | | |
| Project Description | 2023 Ottawa/TRP median | | |

Scope of Work

| QTY | UoM/Size | Material/Description | Unit Price | Total |
|--|------------|---|-----------------|-------------------|
| Tallyn's Reach Parkway and Ottawa (1) | | | Subtotal | \$7,348.76 |
| 1.00 | LUMP SUM | Removal of turf in Median (approx. 560sf) (Labor Only) | \$661.30 | \$661.30 |
| 3.00 | CUBIC YARD | BioComp Compost - Amendment Installed (for bed prep) (Material Only) | \$137.50 | \$412.50 |
| 3.00 | CUBIC YARD | BioComp Compost - Amendment Installed (for bed prep) (Labor Only) | \$47.07 | \$141.22 |
| 3.00 | EACH | CRABAPPLE, PRAIRIEFIRE - 2" Deciduous Tree Installed (Material Only) | \$722.37 | \$2,167.11 |
| 3.00 | EACH | CRABAPPLE, PRAIRIEFIRE - 2" Deciduous Tree Installed (Labor Only) | \$99.20 | \$297.59 |
| 12.00 | EACH | ROSE, DBL KNOCK OUT RED - 5 gal. Shrub/Perennial (Material Only) | \$51.53 | \$618.40 |
| 12.00 | EACH | ROSE, DBL KNOCK OUT RED - 5 gal. Shrub/Perennial Installed (Labor Only) | \$13.23 | \$158.76 |
| 18.00 | EACH | DAYLILY, STELLA D'ORO - 1 gal. Shrub/Perennial Installed (Material Only) | \$21.80 | \$392.40 |
| 18.00 | EACH | DAYLILY, STELLA D'ORO - 1 gal. Shrub/Perennial Installed (Labor Only) | \$7.76 | \$139.62 |
| 7.00 | EACH | GRASS, KARL FORESTER - 1 gal. Shrub/Perennial Installed (Material Only) | \$27.78 | \$194.45 |
| 7.00 | EACH | GRASS, KARL FORESTER - 1 gal. Shrub/Perennial Installed (Labor Only) | \$8.83 | \$61.78 |
| 4.00 | CUBIC YARD | Washington Cedar - CUBIC YARD Mulch Installed (Material Only) | \$201.64 | \$806.55 |
| 4.00 | CUBIC YARD | Washington Cedar - CUBIC YARD Mulch Installed (Labor Only) | \$49.64 | \$198.54 |
| 1.50 | TON | Granite Boulders - TON Boulders Installed (3 half ton boulders) (Material Only) | \$572.52 | \$858.77 |
| 1.50 | TON | Granite Boulders - TON Boulders Installed (3 half ton boulders) (Labor Only) | \$159.85 | \$239.77 |

Permits and Traffic Control Not included.

Any irrigation work will be done at time and material rates. No irrigation is included in this proposal.

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
8868 Molsenbocker Road, Suite A, Parker, CO 80134 ph. (303) 841-3003 fax (303) 841-3177



Proposal for Extra Work at Tallyn's Reach Authority

Images

TRP and Ottawa Island



TRA 2023 Enhancement Map



For internal use only

| | |
|--------------|-----------|
| SO# | 8045161 |
| JOB# | 400300615 |
| Service Line | 130 |

Total Price \$7,348.76

THIS IS NOT AN INVOICE

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February 20, 2023

Page 1 of 8

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 | 2023 Enhancement Work | | |
| Project Description | 2023 Enhancement Work | | |

Scope of Work

| QTY | UoM/Size | Material/Description | Total |
|---|------------|--|--------------------|
| Misc. | | | \$9,153.22 |
| 1.00 | LUMP SUM | Drive Time Labor | |
| 1.00 | LUMP SUM | Freight/Delivery | |
| 1.00 | LUMP SUM | Dump Rate | |
| 1.00 | LUMP SUM | Skid Steer rental | |
| Large Bed on TRP near Plymouth (2) | | | \$11,906.74 |
| 1.00 | LUMP SUM | Clear out all dead plant material and junipers in open middle area. | |
| 8.00 | CUBIC YARD | BioComp Compost - Amendment Installed (for bed prep) | |
| 10.00 | EACH | BURNING BUSH, DWARF - 5 gal. Shrub/Perennial Installed | |
| 14.00 | EACH | Viburnum, Spice Baby - 5 gal. Shrub/Perennial Installed | |
| 52.00 | EACH | ROSE (replace dead roses 20 on north side and 32 on south side) - 5 gal. Shrub/Perennial Installed | |
| 16.00 | CUBIC YARD | Washington Cedar - CUBIC YARD Mulch Installed | |
| Monument at Smoky Hill and TRP (3) | | | \$4,298.95 |
| 1.00 | LUMP SUM | Remove large privot on left side, remove large pompous grass on right side, Remove all roses along monument, remove catmint. | |
| 5.00 | CUBIC YARD | BioComp Compost - Amendment Installed (for bed prep) | |
| 7.00 | EACH | SPIREA, BLUE MIST - 5 gal. Shrub/Perennial Installed (along monument wall) | |
| 7.00 | EACH | BARBERRY, CRIMSON PYGMY - 5 gal. Shrub/Perennial Installed (3 on right side and 4 on left side) | |
| 8.00 | CUBIC YARD | Washington Cedar - CUBIC YARD Mulch Installed | |
| Median @ Smoky Hill and TRP (4) | | | \$6,308.09 |
| 1.00 | LUMP SUM | Remove annual flower bed | |
| 4.00 | CUBIC YARD | BioComp Compost - Amendment Installed (for bed prep) | |

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Proposal for Extra Work at Tallyn's Reach Authority

| | | | |
|--|------------|---|--------------------|
| 5.00 | EACH | BARBERRY, CRIMSON PYGMY - 5 gal. Shrub/Perennial Installed | |
| 18.00 | EACH | DAISY, Alaska SHASTA - 5 gal. Shrub/Perennial Installed | |
| 25.00 | EACH | COREOPSIS, MOON BEAM - 5 gal. Shrub/Perennial Installed | |
| 18.00 | EACH | CONEFLOWER, PURPLE - 5 gal. Shrub/Perennial Installed | |
| 7.00 | CUBIC YARD | Washington Cedar - CUBIC YARD Mulch Installed | |
| 1.50 | TON | Granite Boulders - TON Boulders Installed (2 three quarter ton boulders) | |
| E. Plymouth Dr. and E. Ontario Dr. East side(5) | | | \$9,053.84 |
| 9.00 | CUBIC YARD | BioComp Compost - Amendment Installed (for bed prep) | |
| 14.00 | EACH | DAYLILY, STELLA D'ORO - 1 gal. Shrub/Perennial Installed (extend daylily bed) | |
| 12.00 | EACH | PINE, DWARF MUGO - 3 gal. Shrub/Perennial Installed | |
| 16.00 | EACH | ROSE, DBL KNOCK OUT RED - 5 gal. Shrub/Perennial Installed | |
| 6.00 | EACH | SAGE, RUSSIAN - 5 gal. Shrub/Perennial Installed | |
| 6.00 | EACH | POTENTILLA, JACKMAN - 5 gal. Shrub/Perennial Installed | |
| 16.00 | CUBIC YARD | Washington Cedar - CUBIC YARD Mulch Installed | |
| S. Fultondale Ct. and E. Ottawa Ave. (6) | | | \$2,762.43 |
| 3.00 | CUBIC YARD | BioComp Compost - Amendment Installed (for bed prep) | |
| 10.00 | EACH | SPIREA, BLUE MIST - 5 gal. Shrub/Perennial Installed (to be planted behind existing grasses) | |
| 7.00 | EACH | BARBERRY, CRIMSON PYGMY - 5 gal. Shrub/Perennial Installed | |
| 1.00 | EACH | BLANKETFLOWER, BURGUNDY - 1 gal. Shrub/Perennial Installed | |
| 1.00 | EACH | DAISY, DWARF SHASTA - 1 gal. Shrub/Perennial Installed | |
| 1.00 | EACH | PHLOX, Creeping - 1 gal. Shrub/Perennial Installed | |
| 4.00 | CUBIC YARD | Washington Cedar - CUBIC YARD Mulch Installed | |
| Corner Beds (7) | | | \$10,553.48 |
| 42.00 | CUBIC YARD | Washington Cedar - CUBIC YARD Mulch Installed (Ottawa/Plymouth and Plymouth/EIk) | |
| TRP and E. Frost Dr. Median (8) | | | \$2,637.36 |
| 3.00 | CUBIC YARD | BioComp Compost - Amendment Installed (for bed prep) | |
| 1.00 | LUMP SUM | Removal of existing shrubs behind rock bed in preparation for new shrub install. | |
| 15.00 | EACH | LILAC, MISS KIM - 5 gal. Shrub/Perennial Installed (to replace existing shrubs behind rock on end cap of island) | |
| 4.00 | CUBIC YARD | Washington Cedar - CUBIC YARD Mulch Installed | |

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February 20, 2023
Page 3 of 6

Proposal for Extra Work at Tallyn's Reach Authority

| | | | |
|--|------------|--|-------------------|
| Arapahoe and TRP Median end cap (9) | | | \$3,942.14 |
| 1.00 | LUMP SUM | Remove annual flower bed | |
| 1.00 | CUBIC YARD | BioComp Compost - Amendment Installed (for bed prep) | |
| 1.50 | TON | Granite Boulders - TON Boulders Installed (2 three quarter ton boulders) | |
| 18.00 | EACH | DAISY, Alaska SHASTA - 5 gal. Shrub/Perennial Installed | |
| 25.00 | EACH | COREOPSIS, MOON BEAM - 5 gal. Shrub/Perennial Installed | |
| 18.00 | EACH | CONEFLOWER, PURPLE - 5 gal. Shrub/Perennial Installed | |
| 2.00 | CUBIC YARD | Washington Cedar - CUBIC YARD Mulch Installed | |
| E. Plymouth and TRP Median South (10) | | | \$2,361.69 |
| 1.00 | LUMP SUM | Remove annual flower bed | |
| 1.00 | CUBIC YARD | BioComp Compost - Amendment Installed (for bed prep) | |
| 0.50 | TON | Granite Boulders - TON Boulders Installed (1 half ton boulders) | |
| 14.00 | EACH | BLANKETFLOWER, BURGUNDY - 1 gal. Shrub/Perennial Installed | |
| 20.00 | EACH | LEADWORT - 1 gal. Shrub/Perennial Installed | |
| 3.00 | CUBIC YARD | Washington Cedar - CUBIC YARD Mulch Installed | |
| Plymouth and TRP Median end cap North(11) | | | \$1,840.17 |
| 1.00 | LUMP SUM | Remove annual flower bed | |
| 1.00 | CUBIC YARD | BioComp Compost - Amendment Installed (for bed prep) | |
| 0.50 | TON | Granite Boulders - TON Boulders Installed (1 half ton boulders) | |
| 9.00 | EACH | BLANKETFLOWER, BURGUNDY - 1 gal. Shrub/Perennial Installed | |
| 15.00 | EACH | LEADWORT - 1 gal. Shrub/Perennial Installed | |
| 2.00 | CUBIC YARD | Washington Cedar - CUBIC YARD Mulch Installed | |
| Davies and Arapahoe Median end cap (12) | | | \$3,685.11 |
| 1.00 | LUMP SUM | Remove annual flower bed | |
| 1.00 | CUBIC YARD | BioComp Compost - Amendment Installed (for bed prep) | |
| 0.50 | TON | Granite Boulders - TON Boulders Installed (1 half ton boulders) | |
| 9.00 | EACH | BLANKETFLOWER, BURGUNDY - 1 gal. Shrub/Perennial Installed | |
| 15.00 | EACH | LEADWORT - 1 gal. Shrub/Perennial Installed | |
| 2.00 | CUBIC YARD | Washington Cedar - CUBIC YARD Mulch Installed | |
| 19.00 | EACH | BARBERRY, CRIMSON PYGMY - 5 gal. Shrub/Perennial Installed (to replace dead shrubs on either side) | |
| 1.00 | LUMP SUM | Removal of dead barberry in preparation for replacement | |

THIS IS NOT AN INVOICE

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Proposal for Extra Work at Tallyn's Reach Authority

E. Ottawa Dr. MBK (13) \$4,065.29

| | | |
|-------|------------|---|
| 1.00 | LUMP SUM | Clean out bed in preparation for new plantings |
| 2.00 | CUBIC YARD | BioComp Compost - Amendment Installed (for bed prep) |
| 1.00 | TON | Granite Boulders - TON Boulders Installed (1 half ton boulders in each bed) |
| 45.00 | EACH | LEADWORT - 1 gal. Shrub/Perennial Installed |
| 24.00 | EACH | DAISY, African - 1 gal. Shrub/Perennial Installed |
| 3.00 | CUBIC YARD | Washington Cedar - CUBIC YARD Mulch Installed |

Permits and Traffic Control Not included.

Any irrigation work will be done at time and material rates. No irrigation is included in this proposal.

Images

TRP and Plymouth



TRP and Ottawa Island



THIS IS NOT AN INVOICE

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Proposal for Extra Work at Tallyn's Reach Authority

Arapahoe and TRP median end cap



Ottawa MBK



Plymouth and TRP median



TRA 2023 Enhancement Map



For internal use only

SO# 7988169
JOB# 400300615
Service Line 130

Total Price \$72,568.51

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
8888 Molsenbooker Road, Suite A, Parker, CO 80134 ph. (303) 841-3003 fax (303) 841-3177

INDEPENDENT CONTRACTOR AGREEMENT
(2022-2023 WINTER WATERING)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 8th day of December, 2022, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and BRIGHTVIEW LANDSAPE 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) April 1, 2023.

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. 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.

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
Greenwood 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., Suite 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.

AUTHORITY:

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

DocuSigned by:
David Patterson
78D319407C7A455...

Officer of the Authority

ATTEST:

DocuSigned by:
[Signature]
5D0F27EA0088456...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Blair M. Dickhoner
DBCBCE3D5CA84CA...

General Counsel for the Authority

Authority's Signature Page to Independent Contractor Agreement for 2022-2023 Winter Watering Services with BrightView Landscape Services, Inc., dated December 8, 2022

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE



December 07, 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 | Tallyns Reach Authority |
| | | Billing Address | 370 Interlocken Blvd Ste 500 Broomfield, CO 80021 |
| Project Name | 2022-2023 Winter Watering | | |
| Project Description | 2022-2023 Winter Watering | | |

Scope of Work

| QTY | UoM/Size | Material/Description | Unit Price | Total |
|------|----------|--------------------------|------------|------------|
| 8.00 | DAY | December Winter Watering | \$900.00 | \$7,200.00 |
| 8.00 | DAY | January Winter Watering | \$900.00 | \$7,200.00 |
| 8.00 | DAY | February Winter Watering | \$900.00 | \$7,200.00 |
| 8.00 | DAY | March Winter Watering | \$900.00 | \$7,200.00 |

We are bidding to do 8 days per month of watering of trees. We will focus on Maples, Ornamental trees such as Crabapples etc, and evergreens including pines and spruce. Once we are done with those we can move to other species that are needing water. 8 days is an estimate. If we need additional days to complete the watering we will need to approve additional funds.

For Internal use only

SO# 7942468
JOB# 400300615
Service Line 130

Total Price \$28,800.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
8888 Molsenbocker Road, Suite A, Parker, CO 80134 ph: (303) 841-3003 fax: (303) 841-3177

EXHIBIT B-1

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 <small>Go to www.irs.gov/FormW9 for instructions and the latest information.</small> | 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 | | | | | | | | | | | | | | | | | | | | | | |
| <small>Print or type. See Specific Instructions on page 3.</small> | 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. | | | | | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> Individual sole proprietor or single-member LLC | | | | | | | | | | | | | | | | | | | | | |
| | <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate | | | | | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is 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.</small> | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Other (see instructions) ▶ _____ | | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 2): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(check to account maintained outside the U.S.)</small> | | | | | | | | | | | | | | | | | | | | |
| 5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 31001-2463 | | Requester's name and address (optional) | | | | | | | | | | | | | | | | | | | | |
| 6 City, state, and ZIP code Pasadena, CA 91110-2463 | | | | | | | | | | | | | | | | | | | | | | |
| 7 List account number(s) here (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 <i>How to get a TIN</i> , later. | | | | | | | | | | | | | | | | | | | | | | |
| | | Social security number <table border="1" style="width:100%; text-align: center;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td>-</td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table> | | | | | | | | | | | | - | | | | | | | | |
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| | | OR Employer identification number <table border="1" style="width:100%; text-align: center;"> <tr><td>8</td><td>4</td><td>-</td><td>0</td><td>6</td><td>1</td><td>7</td><td>6</td><td>5</td><td>3</td></tr> </table> | 8 | 4 | - | 0 | 6 | 1 | 7 | 6 | 5 | 3 | | | | | | | | | | |
| 8 | 4 | - | 0 | 6 | 1 | 7 | 6 | 5 | 3 | | | | | | | | | | | | | |
| <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number to Give the Requester</i> for guidelines on whose number to enter.</small> | | | | | | | | | | | | | | | | | | | | | | |
| Part II Certification | | | | | | | | | | | | | | | | | | | | | | |
| Under penalties of perjury, I certify that: | | | | | | | | | | | | | | | | | | | | | | |
| 1. The number shown on this form is my correct taxpayer identification number (I am waiting for a number to be issued to me); and 2. 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 3. I am a U.S. citizen or other U.S. person (defined below); and 4. 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: | | | | | | | | | | | | | | | | | | | | | | |
| <ul style="list-style-type: none"> • 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) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled 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 <i>What is backup withholding</i>, later. | | | | | | | | | | | | | | | | | | | | | | |
| Cat. No. 10291X | | Form W-9 (Rev. 10-2018) | | | | | | | | | | | | | | | | | | | | |

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.


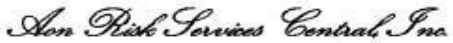
3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage 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 Authority 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 Authority. Such bond shall protect the Authority 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 Authority. Said bond

shall be in an amount as determined by the Authority, from a surety acceptable to the Authority.

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

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

|  | | CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 09/22/2022 | | | |
|--|---|---|--|--|-------------------------|-------------------------|--|
| 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 Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA | | | CONTACT NAME: PHONE (AC, No, Ext): (866) 283-7122 FAX (AC, No.): (800) 363-0105 E-MAIL ADDRESS: | | | | |
| INSURED BrightView Landscape Services, Inc. Location #40030 8888 Molsenbocker Road, Suite A Parker CO 80134 USA | | | INSURER(S) AFFORDING COVERAGE | | NAIC # | | |
| | | | INSURER A: ACE American Insurance Company | | 22667 | | |
| | | | INSURER B: American Guarantee & Liability Ins Co | | 26247 | | |
| | | | INSURER C: | | | | |
| | | | INSURER D: | | | | |
| | | | INSURER E: | | | | |
| | | | INSURER F: | | | | |
| COVERAGES CERTIFICATE NUMBER: 570095454198 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 as requested | | | | | | | |
| ESR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
| A | <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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | | | XSLG47318397 SIR applies per policy terms & conditions | 10/01/2022 | 10/01/2023 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (liability 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 |
| A | 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 #1071333A | 10/01/2022 | 10/01/2023 | COMBINED SINGLE LIMIT (liability) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | AUC508596818 | 10/01/2022 | 10/01/2023 | EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A | WLRC50687302 WC - AOS SCFC50687405 WC - WE | 10/01/2022 | 10/01/2023 | <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 Tallyn's Reach Authority c/o Clifton Allen Larson 8390 E. Crescent Parkway, Suite 300 Greenwood Village CO 80111 USA | | | | CANCELLATION 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 : 570095454198

000000 09 04 010220 006101 P

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 12/07/2022 that have been posted, and by documents delivered to this office electronically through 12/08/2022 @ 21:41:46 .

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 12/08/2022 @ 21:41:46 in accordance with applicable law. This certificate is assigned Confirmation Number 14523245 .



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 website 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 website, <https://www.coloradosos.gov/bs/certificate/validate/criteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is purely optional and is not necessary in the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Certificate Of Completion

| | |
|--|------------------------------|
| Envelope Id: 71CE8E2249104988BEF922A95E4F578C | Status: Completed |
| Subject: Complete with DocuSign: Tallyn's Reach Auth - BrightView Landscape - Agreements for Signing | |
| Client Name: Tallyn's Reach Authority | |
| Client Number: A267075-OS07-2022 | |
| Source Envelope: | |
| Document Pages: 41 | Signatures: 6 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Enveloped Stamping: Enabled | Cindy Jenkins |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 220 S 6th St Ste 300 |
| | Minneapolis, MN 55402-1418 |
| | Cindy.Jenkins@claconnect.com |
| | IP Address: 67.176.12.84 |

Record Tracking

| | | |
|------------------------|------------------------------|--------------------|
| Status: Original | Holder: Cindy Jenkins | Location: DocuSign |
| 12/14/2022 11:51:28 AM | Cindy.Jenkins@claconnect.com | |

Signer Events

David Patterson
david.patterson@falck.com
President
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:


7BD319407C7A455...
Signature Adoption: Pre-selected Style
Using IP Address: 8.46.80.1

Timestamp

Sent: 12/14/2022 12:21:01 PM
Viewed: 12/14/2022 2:12:36 PM
Signed: 12/14/2022 2:13:12 PM

Electronic Record and Signature Disclosure:
Accepted: 12/14/2022 2:12:36 PM
ID: 048204b8-80c5-4663-a4c7-65aa1b6f1cc5

BJ Pell
bjnsteve95@yahoo.com
Secretary
Security Level: Email, Account Authentication (None)

DocuSigned by:

5D0F27EA0668456...
Signature Adoption: Drawn on Device
Using IP Address: 172.58.109.58
Signed using mobile

Sent: 12/14/2022 2:13:13 PM
Viewed: 12/15/2022 7:58:07 AM
Signed: 12/15/2022 7:58:22 AM

Electronic Record and Signature Disclosure:
Accepted: 12/15/2022 7:58:07 AM
ID: 57125dcf-46e9-4d54-a9fb-9734612577e5

Blair M. Dickhoner
bdickhoner@wbapc.com
Security Level: Email, Account Authentication (None)

DocuSigned by:

DBCBC3E3D5CA84CA...
Signature Adoption: Pre-selected Style
Using IP Address: 67.177.192.129
Signed using mobile

Sent: 12/15/2022 7:58:25 AM
Viewed: 12/15/2022 8:14:40 AM
Signed: 12/15/2022 8:15:03 AM

Electronic Record and Signature Disclosure:
Accepted: 12/15/2022 8:14:40 AM
ID: 6af9efdd-1012-471c-9c0e-e26905d4770d

| In Person Signer Events | Signature | Timestamp |
|------------------------------|-----------|-----------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |

| Certified Delivery Events | Status | Timestamp |
|---|------------------|------------------------|
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 12/14/2022 12:21:01 PM |
| Certified Delivered | Security Checked | 12/15/2022 8:14:40 AM |
| Signing Complete | Security Checked | 12/15/2022 8:15:03 AM |
| Completed | Security Checked | 12/15/2022 8:15:03 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- 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.

INDEPENDENT CONTRACTOR AGREEMENT
(CRUSHER FINES TRAIL)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 8th day of December, 2022, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and BRIGHTVIEW LANDSAPE 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, 2023

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. 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.

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
 Greenwood 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., Suite 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.

AUTHORITY:

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

DocuSigned by:
David Patterson

7BD319407C7A455...

Officer of the Authority

ATTEST:

DocuSigned by:
[Signature]

5D0F27EA0068456...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Blair M. Dickhoner

BBGBGE3D5CA84GA...
General Counsel for the Authority

Authority's Signature Page to Independent Contractor Agreement for 2022-2023 Winter Watering Services with BrightView Landscape Services, Inc., dated December 8, 2022

CONTRACTOR:

BrightView Landscape Services, Inc., a Colorado corporation

[Signature]

Garrett Wright
Printed Name

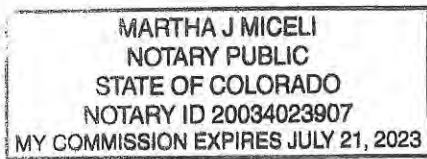
Branch Manager
Title

STATE OF COLORADO)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 13th day of December 2022, by Garrett Wright, as the Branch Manager of BrightView Landscape Services, Inc.

Witness my hand and official seal.

My commission expires: 7/21/2023



Martha J Miceli
Notary Public

Contractor's Signature Page to Independent Contractor Agreement for 2022-2023 Services with Tallyn's Reach Authority, dated December 8, 2022

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE



December 07, 2022
Page 1 of 3

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 | Tallyns Reach Authority |
| | | Billing Address | 370 Interlocken Blvd Ste 500 Broomfield, CO 80021 |
| Project Name | Crusher Fines Trail at E. Portland Way | | |
| Project Description | Crusher Fines Trail at E. Portland Way between S. Gun Club Ct. and E. Costilla Pl. | | |

Scope of Work

| QTY | UoM/Size | Material/Description |
|--------|-------------|--|
| 1.00 | LUMP SUM | Drive Time Labor |
| 1.00 | LUMP SUM | Freight/Delivery |
| 1.00 | LUMP SUM | Dump Rate |
| 1.00 | LUMP SUM | Excavate area in preparation for crusher fines install (4" depth and 4' wide path) |
| 1.00 | DAY | Compact Utility Loader - Dingo - Daily Rate |
| 340.00 | LINEAR FEET | Green Pro - Edging Installed |
| 20.00 | TON | Gray Breeze - TON Rock/Gravel Installed |

In the event that there is irrigation in this area, any repairs would be done at time and material rates.

Images

TRA crusher fines trail map



For internal use only

SO# 7995649
JOB# 400300615
Service Line 130

Total Price \$10,293.23

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
888 Molsenbocker Road, Suite A, Parker, CO 80134 ph. (303) 841-3002 fax (303) 841-3177



EXHIBIT B-1

CONTRACTOR'S COMPLETED W-9

| | | |
|---|--|--|
| <p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p> | <p>Request for Taxpayer Identification Number and Certification</p> <p>Go to www.irs.gov/FormW9 for instructions and the latest information.</p> | <p>Give Form to the requester. Do not send to the IRS.</p> |
| <p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>Brightview Landscape Services, Inc.</p> <p>2 Business name/disregarded entity name, if different from above.</p> | <p>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.</p> <p><input type="checkbox"/> Individual sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is 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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> | |
| <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 2):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p>(check to account maintained outside the U.S.)</p> | <p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>PQ Box 31001-2463</p> <p>6 City, state, and ZIP code</p> <p>Pasadena, CA 91110-2463</p> <p>7 List account number(s) here (optional)</p> | |
| <p>Part I Taxpayer Identification Number (TIN)</p> <p>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 <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number to Give the Requester</i> for guidelines on whose number to enter.</p> | | |
| <p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <p>1. The number shown on this form is my correct taxpayer identification number (I am waiting for a number to be issued to me); and</p> <p>2. 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</p> <p>3. I am a U.S. citizen or other U.S. person (defined below); and</p> <p>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</p> <p>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.</p> | | |
| <p>Sign Here</p> <p>Signature of U.S. person ▶ </p> <p>Date ▶ <u>1/8/19</u></p> | | |
| <p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>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.</p> <p>Purpose of Form</p> <p>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:</p> <ul style="list-style-type: none"> • 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) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (anceled debt) • Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i>, later.</p> | | |
| <p>Cat. No. 10291X Form W-9 (Rev. 10-2018)</p> | | |

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.


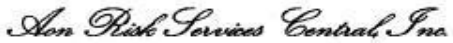
3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage 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 Authority 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 Authority. Such bond shall protect the Authority 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 Authority. Said bond

shall be in an amount as determined by the Authority, from a surety acceptable to the Authority.

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

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

|  | | CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 09/22/2022 | | | |
|--|---|---|--|--|-------------------------|-------------------------|--|
| 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 Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA | | | CONTACT NAME: PHONE (AC, No, Ext): (866) 283-7122 FAX (AC, No.): (800) 363-0105 E-MAIL ADDRESS: | | | | |
| INSURED BrightView Landscape Services, Inc. Location #40030 8888 Molsenbocker Road, Suite A Parker CO 80134 USA | | | INSURER(S) AFFORDING COVERAGE | | NAIC # | | |
| | | | INSURER A: ACE American Insurance Company | | 22667 | | |
| | | | INSURER B: American Guarantee & Liability Ins Co | | 26247 | | |
| | | | INSURER C: | | | | |
| | | | INSURER D: | | | | |
| | | | INSURER E: | | | | |
| | | | INSURER F: | | | | |
| COVERAGES CERTIFICATE NUMBER: 570095454198 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 as requested | | | | | | | |
| ESR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
| A | <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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | | | XSLG47318397 SIR applies per policy terms & conditions | 10/01/2022 | 10/01/2023 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (liability 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 |
| A | 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 #1071333A | 10/01/2022 | 10/01/2023 | COMBINED SINGLE LIMIT (liability) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | AUC508596818 | 10/01/2022 | 10/01/2023 | EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A | WLRC50687302 WC - AOS SCFC50687405 WC - WE | 10/01/2022 | 10/01/2023 | <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 Tallyn's Reach Authority c/o Clifton Allen Larson 8390 E. Crescent Parkway, Suite 300 Greenwood Village CO 80111 USA | | | | CANCELLATION 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 : 570095454198

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ACORD 25 (2016/03)

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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 12/07/2022 that have been posted, and by documents delivered to this office electronically through 12/08/2022 @ 21:41:46 .

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 12/08/2022 @ 21:41:46 in accordance with applicable law. This certificate is assigned Confirmation Number 14523245 .



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 website 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 website, <https://www.coloradosos.gov/bs/certificate/validate/criteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is purely optional and is not necessary in the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Certificate Of Completion

| | |
|--|------------------------------|
| Envelope Id: 71CE8E2249104988BEF922A95E4F578C | Status: Completed |
| Subject: Complete with DocuSign: Tallyn's Reach Auth - BrightView Landscape - Agreements for Signing | |
| Client Name: Tallyn's Reach Authority | |
| Client Number: A267075-OS07-2022 | |
| Source Envelope: | |
| Document Pages: 41 | Signatures: 6 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Enveloped Stamping: Enabled | Cindy Jenkins |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 220 S 6th St Ste 300 |
| | Minneapolis, MN 55402-1418 |
| | Cindy.Jenkins@claconnect.com |
| | IP Address: 67.176.12.84 |

Record Tracking

| | | |
|------------------------|------------------------------|--------------------|
| Status: Original | Holder: Cindy Jenkins | Location: DocuSign |
| 12/14/2022 11:51:28 AM | Cindy.Jenkins@claconnect.com | |

Signer Events

David Patterson
david.patterson@falck.com
President
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

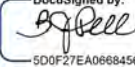
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Signature Adoption: Pre-selected Style
Using IP Address: 8.46.80.1

Timestamp

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Viewed: 12/14/2022 2:12:36 PM
Signed: 12/14/2022 2:13:12 PM

Electronic Record and Signature Disclosure:
Accepted: 12/14/2022 2:12:36 PM
ID: 048204b8-80c5-4663-a4c7-65aa1b6f1cc5

BJ Pell
bjnsteve95@yahoo.com
Secretary
Security Level: Email, Account Authentication (None)

DocuSigned by:

5D0F27EA0668456...
Signature Adoption: Drawn on Device
Using IP Address: 172.58.109.58
Signed using mobile

Sent: 12/14/2022 2:13:13 PM
Viewed: 12/15/2022 7:58:07 AM
Signed: 12/15/2022 7:58:22 AM

Electronic Record and Signature Disclosure:
Accepted: 12/15/2022 7:58:07 AM
ID: 57125dcf-46e9-4d54-a9fb-9734612577e5

Blair M. Dickhoner
bdickhoner@wbapc.com
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 67.177.192.129
Signed using mobile

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Signed: 12/15/2022 8:15:03 AM

Electronic Record and Signature Disclosure:
Accepted: 12/15/2022 8:14:40 AM
ID: 6af9efdd-1012-471c-9c0e-e26905d4770d

| In Person Signer Events | Signature | Timestamp |
|------------------------------|-----------|-----------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |

| Certified Delivery Events | Status | Timestamp |
|---|------------------|------------------------|
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 12/14/2022 12:21:01 PM |
| Certified Delivered | Security Checked | 12/15/2022 8:14:40 AM |
| Signing Complete | Security Checked | 12/15/2022 8:15:03 AM |
| Completed | Security Checked | 12/15/2022 8:15:03 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- 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.

INDEPENDENT CONTRACTOR AGREEMENT
(2023 POOL MANAGEMENT)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 29th day of November, 2022, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF METROPOLITAN DENVER, a Colorado nonprofit corporation, DBA YMCA of METROPOLITAN DENVER (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 January 1, 2023 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, 2023. 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. 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.

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
Greenwood 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:

The Young Men's Christian Association of
Metropolitan Denver
DBA YMCA of Metropolitan Denver
2625 S. Colorado Boulevard
Denver, CO 80222
Attention: Kimberly Armitage
Phone: (720) 524-2700
Email: karmitage@denverymca.org

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.

AUTHORITY:

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

DocuSigned by:
David Patterson

7BD319407C7A455...

Officer of the Authority

ATTEST:

DocuSigned by:
[Signature]

5D0F27EA0668456...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Blair M. Dickhoner

D9CBCE3D5CA84CA...
General Counsel for the Authority

Authority's Signature Page to Independent Contractor Agreement for 2023 Pool Management Services with The Young Men's Christian Association of Metropolitan Denver, dated November 29, 2022

CONTRACTOR:

THE YOUNG MEN ' S CHRISTIAN
ASSOCIATION OF METROPOLITAN
DENVER, d/b/a YMCA OF
METROPOLITAN
DENVER, a Colorado nonprofit corporation

[Handwritten Signature]
Signature

Suehila Glass
Printed Name

President and CEO
Title

The forgoing was acknowledged before me this 30th day of December,
by Suehila Glass, as the President & CEO of THE YOUNG MEN' S CHRISTIAN
ASSOCIATION OF METROPOLITAN DENVER.

STATE OF COLORADO)
COUNTY OF Denver) ss.

Witness my hand and official seal.

My commission expires: 11/22/2025

[Handwritten Signature]
Notary Public

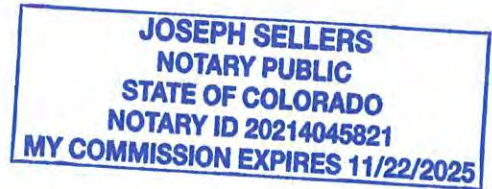


EXHIBIT A**SCOPE OF SERVICES/COMPENSATION SCHEDULE**

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Budget/Staffing Summary Tallyn's Reach 2023

OPTION 1 Pool: \$ 165,122.93 (Four (4) monthly payments of \$ 41,280.73 due May, June, July, and August 2023)

Lifeguards: May 27 – Aug 13: **Five (5)** Lifeguards daily Monday-Sunday. Lifeguards will be in rotation for gate guarding on weekends and holidays. It is highly important that a lifeguard is stationed at the kid pool while in rotation as there was a very necessary child save the summer of 2022 while that area is not staffed with lifeguards.

Aug 14-Sept 4: 3 Lifeguards from 4-8 pm Mon – Fri, 3 Lifeguards Sat & Sun from 10am - 8 pm.

Additional modifications to the above recommended changes can be made, please let us know but from a safety overview, the above lifeguard staffing is highly recommended due to past lifeguard saves.

If you would like to extend the season beyond Labor Day, we will need to be notified by Aug 1st and it will be based on staff availability. Any additional pool staffing will be billed at a rate of \$30/hr between May 29-Sept 5. Any additional pool staff hours after Labor Day will be charge at a rate of \$40/hr

Pool Closes at 5pm on July 4th.

Includes pool open and winterization of pool.

Any extension of the pool season from September 5th through September 24th shall be subject to the District's written approval no later than August 1st, 2023, and the following rates and schedule shall apply, subject to staffing availability:

September 9-10: 3 lifeguards 12pm-5pm = \$900

September 16-17: 3 lifeguards 12pm-5pm = \$900

September 23-24: 3 lifeguards 12pm-5pm = \$900

Starting August 14th (back to school) Monday-Friday shall be at swim at your own risk with signed waivers from 12pm to 4pm. No lifeguard will be present during these times. Contractor shall perform chemical checks daily at a rate of \$225 per week. Contractor shall perform additional chemical checks after each swim-team practice at a rate of \$75.

Pool Chemical costs and other supplies are billed separately at the rate the YMCA is charged.

Pool closures due to weather are strictly enforced as well as other policies for water clarity, bodily fluid contamination, etc.

We would administer swim tests and enforce rules associated with non swimmers. Our Policy for swim testing is as follows.

Swim test:

To be allowed to swim in water greater than chest deep, individuals must be able to pass the swim test. Swim test consist of the following: jump in the deep end and tread water for 1 minute, then immediately start to swim to the shallow end of the pool without touching the pool floor or walls and stand up when they reach the end of the pool.

Individuals who have passed the swim tests will be marked with swim bands upon each visit. Once the swim test is passed, the individual's name will be added to a list so they can check in with a down rotation guard to obtain their band each day.

Facility: \$ 33,295 (12 monthly payments of \$ 2,774 due Jan - Dec 2023)

Staffing:

Part Time HOA Coordinator who will answer emails and make appointments and oversee the cleaning crew and other vendors.

Office Hours: 12 days prior to the pool opening for 4 hours each to hand out cards and get waivers signed.

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.
YMCA of Metropolitan Denver

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
 C 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 the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is 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) ▶ **Non-Profit**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) 5
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2625 S. Colorado Blvd.

6 City, state, and ZIP code
Denver, CO 80222

7 List account number(s) here (optional)

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
 8 4 - 0 4 0 2 6 9 6

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 ▶ 7/31/2019

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-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)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled 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.

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

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 Authority 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 Authority. Such bond shall protect the Authority 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 Authority. Said bond

shall be in an amount as determined by the Authority, from a surety acceptable to the Authority.

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

EXHIBIT C-1

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/9/2022

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 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 BOKF Insurance Risk Management 1600 Broadway, 9th Floor Denver CO 80202 | | CONTACT NAME: PHONE (A/C, No, Ext): 303-988-0446 FAX (A/C, No): 303-988-0804 E-MAIL ADDRESS: insurancecertificates@bokf.com | |
| INSURED The Young Men's Christian Association of Metropolitan Denver 2625 S. Colorado Blvd. Denver CO 80222 | | INSURER(S) AFFORDING COVERAGE INSURER A : Nationwide Mutual Insurance Company NAIC # 23787 INSURER B : Amco Insurance Co. 19100 INSURER C : Trisura Specialty Insurance Company 16188 INSURER D : Pinnacle Assurance Company 41190 INSURER E : INSURER F : | |

COVERAGES **CERTIFICATE NUMBER: 1722403996** **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.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | 3039357814 | 7/1/2022 | 7/1/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | 3039357814 | 7/1/2022 | 7/1/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | 3039357814 | 7/1/2022 | 7/1/2023 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| D | 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 <input type="checkbox"/> A | 4067720 | 7/1/2022 | 7/1/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Cyber Liability | | ATB660494803 | 7/1/2022 | 7/1/2023 | Limit \$3,000,000 |
| A | Professional Liability | | 3039357814 | 7/1/2022 | 7/1/2023 | Limit \$1,000,000 |
| A | Sexual Abuse & Molestation | | 3039357814 | 7/1/2022 | 7/1/2023 | Limit \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Policy #107282201 written with Travelers Casualty and Surety Company of America is effective from 07/01/2022 to 07/01/2023 and provides a \$500,000 Employee Theft limit subject to a \$5,000 Deductible.

 Tallyn's Reach Authority is included as an Additional Insured with respect to General Liability when required by written contract or agreement per the attached form.

| | |
|--|--|
| CERTIFICATE HOLDER Tallyn's Reach Authority c/o CliftonLarsonAllen LLP 8390 E. Crescent Parkway #300 Greenwood Village CO 80111 | CANCELLATION 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 |
|--|--|

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ACORD 25 (2014/01)

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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,

THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN DENVER

is a

Nonprofit Corporation

formed or registered on 05/17/1906 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 19871177067 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/22/2022 that have been posted, and by documents delivered to this office electronically through 11/27/2022 @ 13:00:50 .

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 11/27/2022 @ 13:00:50 in accordance with applicable law. This certificate is assigned Confirmation Number 14490880 .



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 website 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 website, <https://www.coloradosec.gov/b2/CertificateValidateCriteria.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 website, <http://www.coloradosec.gov>, click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Certificate Of Completion

| | |
|--|------------------------------|
| Envelope Id: F69628884FF24C26AAF0994650EAB834 | Status: Completed |
| Subject: Complete with DocuSign: Tallyn's Reach Authority - AGMT - YMCA for 2023 Pool Management | |
| Client Name: Tallyn's Reach Authority | |
| Client Number: A267075-OS07-2022 | |
| Source Envelope: | |
| Document Pages: 22 | Signatures: 3 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Enveloped Stamping: Enabled | Cindy Jenkins |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 220 S 6th St Ste 300 |
| | Minneapolis, MN 55402-1418 |
| | Cindy.Jenkins@claconnect.com |
| | IP Address: 67.176.12.84 |

Record Tracking

| | | |
|---------------------|------------------------------|--------------------|
| Status: Original | Holder: Cindy Jenkins | Location: DocuSign |
| 1/3/2023 9:38:16 AM | Cindy.Jenkins@claconnect.com | |

Signer Events

David Patterson
david.patterson@falck.com
President
Security Level: Email, Account Authentication (None)

Signature



DocuSigned by:
David Patterson
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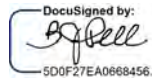
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Timestamp

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Signed: 1/3/2023 10:44:07 AM

Electronic Record and Signature Disclosure:
Accepted: 1/3/2023 10:43:50 AM
ID: 0d1f40a1-5322-4267-a8d0-95068d2f5df5

BJ Pell
bjnsteve95@yahoo.com
Secretary
Security Level: Email, Account Authentication (None)



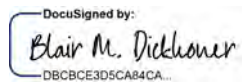
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Accepted: 1/3/2023 10:46:56 AM
ID: fefe8bd1-092d-4eaa-bbac-3d484c798350

Blair M. Dickhoner
bdickhoner@wbapc.com
Security Level: Email, Account Authentication (None)



DocuSigned by:
Blair M. Dickhoner
DBCBC3E3D5CA84CA...

Signature Adoption: Pre-selected Style
Using IP Address: 67.177.192.129
Signed using mobile

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| In Person Signer Events | Signature | Timestamp |
|------------------------------|-----------|-----------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |

| Certified Delivery Events | Status | Timestamp |
|---|------------------|----------------------|
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
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| Envelope Summary Events | Status | Timestamps |
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| Certified Delivered | Security Checked | 1/3/2023 10:49:56 AM |
| Signing Complete | Security Checked | 1/3/2023 10:50:12 AM |
| Completed | Security Checked | 1/3/2023 10:50:12 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- 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.

**TALLYN'S REACH AUTHORITY
INDEPENDENT CONTRACTOR AGREEMENT**

Name of Contractor/Provider/Consultant: CHAVEZ SERVICES LLC

Title of Agreement/Contract: FLAG POLE REMOVAL

Agreement Date: DECEMBER 9, 2022

This Independent Contractor Agreement ("Agreement") is made by and between TALLYN'S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the "Authority") and the above-referenced contractor, provider, or other consultant (the "Contractor").

1. Introduction. The Authority and the Contractor desire to enter into this Agreement to be effective as of the date above.

2. Scope of Services. The Contractor shall perform the services set forth in **Exhibit A** (the "Services"): (a) in a first-class 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 specified in the Agreement; (c) in such a manner as to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the Authority; and (d) in compliance with all applicable federal, state, county, and local or municipal statutes, ordinances, and regulations.

3. Compensation for Services. Compensation for the Services provided under this Agreement shall be provided 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 herein, unless said reimbursement or compensation is approved in writing by the Authority in advance of incurring such expenses. Exhibit A may take any form. 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.

4. Repairs/Claims. The Contractor shall notify the Authority immediately, in writing, of any and all incidents/accidents which result in injury or property damage. The Contractor will promptly repair or, at the Authority's option, reimburse the Authority for the repair of any damage to Authority property caused by the Contractor or its employees, agents, or equipment.

5. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the Authority. The Contractor is not entitled to workers' compensation benefits or unemployment insurance benefits and the Authority will 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. 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.

6. Warranty and Permits. 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 the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the Authority. The Contractor's guarantees and warranties

shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the Authority, its successors and assigns.

7. Contractor's Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) 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 law; (ii) 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 general aggregate (iii) 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, and (iv) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. 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 Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Authority as an additional insured. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

8. Indemnification. The Contractor shall defend, indemnify, and hold harmless the Authority and each of its directors, officers, contractors, employees, agents, and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including legal expenses and attorneys' fees, arising directly or indirectly 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. The Contractor is not obligated to indemnify the Authority for the Authority's own negligence. 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 worker's compensation acts, disability acts, or other employee benefit acts. Such indemnity shall survive the expiration or termination of this Agreement. To the extent the Authority is or may be obligated to indemnify, defend, or hold Contractor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with this Agreement.

9. Termination. This Agreement may be terminated by either party for cause or for convenience upon ten (10) days' prior written notice to the other party. If the Agreement is terminated, the Contractor shall be paid for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business.

10. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, 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. Venue for all actions shall be in the District Court in and for the county in which the Authority is located.

11. 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 obligations of the Authority under this Agreement is subject to annual budgeting and appropriations, and the Contractor expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of Authority's governing body, and the obligations of the Authority shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. The Authority and Contractor understand and intend that the Authority's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense

and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

12. 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 §§ 24-10-101, *et seq.*, C.R.S.

13. Remedies. To the extent the Contractor’s remedies for a Authority default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the Authority’s then current fiscal period.

14. 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 substantially and materially to the preparation of this Agreement.

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

16. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings, and commitments.

17. 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.

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.

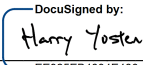
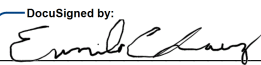
| | |
|--|---|
| <p>Authority:</p> <p>By:  _____ <small>DocuSigned by: EE025EB4834E486...</small></p> <p>Name: <u>Harry Yosten</u></p> <p>Title: <u>VP & Treasurer</u></p> | <p>Contractor:</p> <p>By:  _____ <small>DocuSigned by: 3F264BF7C78449...</small></p> <p>Name: <u>Ermilo Chavez</u></p> <p>Title: <u>Owner</u></p> |
|--|---|

Exhibit A

Scope of Services/Compensation Schedule



Estimate By: Ermilo Chavez
 990 S. Garrison St
 Lakewood, CO 80226
 Cell No. 720-308-2828
ermilo@chavezservicesllc.com

ESTIMATE

| | | | |
|--|--|-------------------------------|-------------------|
| Client Name / Address CliftonLarsonAllen Attn: Nicholas Carlson 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111 | Date: 12/09/2022 | Estimate No. CW2022215 | |
| | Project Location: Tallyn's Reach Aurora, CO | | |
| Task Description | Qty | Rate | Total |
| 1. <u>Remove Existing Flag Poles, 3 each:</u> includes base demolition to 12" below grade, all material hauling, and disposal expenses. | | LS | \$2,500.00 |
| | | Total | \$2,500.00 |
| Estimate Notes: | | | |
| a. This estimate is valid for 30 days from estimate date. | | | |

**TALLYN'S REACH AUTHORITY
INDEPENDENT CONTRACTOR AGREEMENT**

Name of Contractor/Provider/Consultant: RADIANT LIGHTING SERVICES, INC.
Title of Agreement/Contract: LIGHTING MAINTENANCE
Agreement Date: NOVEMBER 15, 2022

This Independent Contractor Agreement ("Agreement") is made by and between TALLYN's REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the "Authority") and the above-referenced contractor, provider, or other consultant (the "Contractor").

1. Introduction. The Authority and the Contractor desire to enter into this Agreement to be effective as of the date above.

2. Scope of Services. The Contractor shall perform the services set forth in **Exhibit A** (the "**Services**"): (a) in a first-class 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 specified in the Agreement; (c) in such a manner as to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the Authority; and (d) in compliance with all applicable federal, state, county, and local or municipal statutes, ordinances, and regulations.

3. Compensation for Services. Compensation for the Services provided under this Agreement shall be provided 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 herein, unless said reimbursement or compensation is approved in writing by the Authority in advance of incurring such expenses. Exhibit A may take any form. 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.

4. Repairs/Claims. The Contractor shall notify the Authority immediately, in writing, of any and all incidents/accidents which result in injury or property damage. The Contractor will promptly repair or, at the Authority's option, reimburse the Authority for the repair of any damage to Authority property caused by the Contractor or its employees, agents, or equipment.

5. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the Authority. The Contractor is not entitled to workers' compensation benefits or unemployment insurance benefits and the Authority will 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. 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.

6. Warranty and Permits. 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 the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the Authority. The Contractor's guarantees and warranties

shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the Authority, its successors and assigns.

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and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

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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.

| | |
|--|---|
| <p>Authority:</p> <p>By: <u>DocuSigned by: David Patterson</u> 79D319407C7A455</p> <p>Name: <u>David Patterson</u></p> <p>Title: <u>President</u></p> | <p>Contractor:</p> <p>By: <u>[Signature]</u></p> <p>Name: <u>Stephanie Roush</u></p> <p>Title: <u>Office Manager</u></p> |
|--|---|

Exhibit A
Scope of Services/Compensation Schedule



Electrical & Lighting Contractors

Tallyn's Reach Metro District 2023 Maintenance Contract

Tallyn's Reach Metro District
C/O Clifton Larson Allen
8390 E Crescent Pkwy #300
Greenwood Village, CO 80111
(303) 779-5710

This document, when properly executed, shall constitute a Contract between Tallyn's Reach Metro District (hereinafter referred to as "Customer") and Radiant Lighting Services, Inc. (hereinafter referred to as "Contractor") covering the services described herein.

Scope and Specifications

Contractor agrees to perform the following services:

1. Provide monthly inspection of all common area light fixtures. At this time Contractor will change any standard lamp not requiring the use of special tools or the use of a ladder taller than 6'. Any fixtures that do not fit these criteria and/or fixtures that have electrical problems, will be serviced during normal business hours pending approval by a Customer representative. Contractor may increase the inspection frequency, if necessary, to provide adequate maintenance. Increase of inspection frequency must first be approved by a Customer representative.
2. When lamps are changed the fixture will be cleaned/wiped out.
3. Any electrical work other than normal lamp replacement (installing replacement plastics, ballasts, repairing or replacing fixtures, repairing broken lines, installing photo cells, replacing time clocks, etc.) will be scheduled during normal business hours and will be billed at \$92.00 per hour.
4. All lighting products consumed in conjunction with performing this service shall be provided by and purchased from the Contractor.

Property Specifics

The following lights will be checked on normal lighting inspection(s):

Monument Lights, Clubhouse Interior & Exterior Lights, Landscape Spotlights, Gazebo Lights, Pool Building & Pool Perimeter Lights, Underwater Pool Lights

Compensation

Customer shall pay Contractor at the following rate and terms:

| | |
|--|-----------|
| Number of inspections per month: | 1 |
| Number of hours included per inspection: | 2 |
| Flat rate cost per month: | \$ 170.00 |
| Extra time per inspection - hourly rate: | \$ 85.00 |
| Electrical rate as specified above: | \$ 92.00 |
| Bucket Truck rate per hour: | \$ 75.00 |

The terms of payment shall be net 30 days after completion as invoiced.

Customer hereby acknowledges and agrees that any account that becomes delinquent will be subject to collections service. Customer agrees to pay all court costs and reasonable attorney fees for collection of all past due amounts owed, plus interest thereon at 18% (eighteen percent) per annum on all such amounts outstanding.

Certificate Of Completion

| | |
|---|------------------------------|
| Envelope Id: 8BEC721FE92D4A498804BF4486B6CC60 | Status: Completed |
| Subject: Complete with DocuSign: Tallyn's Reach - Radiant Lighting Services - Agmt for Lighting Maint | |
| Client Name: Tallyn's Reach Authority | |
| Client Number: A267075-OS07-2022 | |
| Source Envelope: | |
| Document Pages: 4 | Signatures: 1 |
| Certificate Pages: 4 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Enveloped Stamping: Enabled | Cindy Jenkins |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 220 S 6th St Ste 300 |
| | Minneapolis, MN 55402-1418 |
| | Cindy.Jenkins@claconnect.com |
| | IP Address: 67.176.12.84 |

Record Tracking

| | | |
|----------------------|------------------------------|--------------------|
| Status: Original | Holder: Cindy Jenkins | Location: DocuSign |
| 12/8/2022 4:17:02 PM | Cindy.Jenkins@claconnect.com | |

Signer Events

David Patterson
david.patterson@falck.com
President
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 4.53.176.17

Timestamp

Sent: 12/8/2022 4:21:17 PM
Viewed: 12/8/2022 4:34:39 PM
Signed: 12/8/2022 4:34:47 PM

Electronic Record and Signature Disclosure:
Accepted: 12/8/2022 4:34:39 PM
ID: 4b8c757f-b301-4d8a-bb33-a9e1ebf7b649

| In Person Signer Events | Signature | Timestamp |
|--|------------------|----------------------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 12/8/2022 4:21:18 PM |
| Certified Delivered | Security Checked | 12/8/2022 4:34:39 PM |
| Signing Complete | Security Checked | 12/8/2022 4:34:47 PM |
| Completed | Security Checked | 12/8/2022 4:34:47 PM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- 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.

INDEPENDENT CONTRACTOR AGREEMENT
(SIGN UPGRADE AND REPLACEMENT)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 24th day of January, 2023, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and MFISH GRAPHICS, a Colorado limited liability company (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, 2023.

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. 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.

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
 Greenwood 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:

MFish Graphics
8196 S Catawba Ct.
Aurora, CO 80016
Attention: Margie Fish
Phone: (303) 880-4448
Email: fishgraphicsco@gmail.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.

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

Officer of the Authority

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the Authority

Authority’s Signature Page to Independent Contractor Agreement for Sign Upgrade and Replacement Services with MFish Graphics, dated January 24, 2023

CONTRACTOR:
MFISH GRAPHICS, a Colorado limited liability
company

Printed Name

Title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2023, by _____, as the _____ of MFish Graphics

Witness my hand and official seal.

My commission expires: _____

Notary Public

***Contractor’s Signature Page to Independent Contractor Agreement for Sign Upgrade and
Replacement Services with Tallyn’s Reach Authority, dated January 24, 2023***

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

| Product or service | | Amount |
|---|---------------------|--------------------|
| 1. Service Straightening wood posts which have been identified in NE quadrant | 10 x \$350.00 | \$3,500.00 |
| 2. Service Replace steel post with 6" cedar posts 16' tall, approx 12' above ground w/x2 cross-drilled "break-away holes" near the base as required by law. Stain the raw cedar a 'medium brown color' to match the existing weathered-look of other poles in Tallyn's Reach. Mount existing signs on new posts, combining signs on posts approved by Aurora Traffic division | 19 x \$495.00 | \$9,405.00 |
| 3. Sales item 6 x 6 x 8 dark brown post protectors (labor included) | 19 x \$30.64 | \$582.16 |
| 4. Service Remove an existing Cedar Post and relocate the sign to a nearby post. Post will be pulled out of the ground if possible for reuse elsewhere. If not possible, post will be cut off below grade and covered with dirt. (7 have been identified) | 7 x \$350.00 | \$2,450.00 |
| 5. Sales item Sign Products: 6"x 6" x '16' Rough Cut Cedar Post | 19 units x \$495.00 | \$9,405.00 |
| 6. Sales item replace street signs with updated signs, at intersection for Ottawa Dr./ E. Costilla Pl to match existing signs in community New sign for metal bracket on item #7 | 3 units x \$95.00 | \$285.00 |
| 7. Service Add a 3rd Custom steel slade sign bracket (from supply we already have) with Green/White Sign onto an existing Street Sign post so metal post can be removed. (Refer to image #8) | 1 unit x \$0.00 | \$0.00 |
| 8. Sales item 40 ml Speed Limit Sign - 24" x 30", High Intensity Prism to replace missing one on Arapahoe Rd. | 1 unit x \$200.00 | \$200.00 |
| 9. Service On corner of E Davies way/ E. Plymouth way and E. Ontario Dr remove metal post with signs, add arrows to signs NW and SE to indicate street direction | 4 units x \$50.00 | \$200.00 |
| 10. Service Time spent taking pictures, contacting Aurora Traffic Division and identifying combo/leaning signs | 3 hrs x \$75.00 | \$225.00 |
| | Sales tax | \$0.00 |
| | Total | \$26,252.16 |

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

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

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Marjorie L. Fish

2 Business name/disregarded entity name, if different from above
MFish Graphics LLC

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
 C 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 the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is 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): _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
8196 S. Catawba Ct.

6 City, state, and ZIP code
Aurora, CO 80016

7 List account number(s) here (optional)

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
82 - 5125122

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: 10/22/2021

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)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled 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.

Cat. No. 10231X Form W-9 (Rev. 10-2018)

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 Authority 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 Authority. Such bond shall protect the Authority 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 Authority. Said bond

shall be in an amount as determined by the Authority, from a surety acceptable to the Authority.

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

EXHIBIT C-1
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/22/2022

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 Lagrave Agency, Inc. 6138 South Killarney Drive Aurora, CO, 80016 | CONTACT NAME: Dean Lagrave PHONE (A/C, No. Ext): 7202048485 E-MAIL ADDRESS: dean@lagraveagencyinc.com | FAX (A/C, No): | |
| | INSURER(S) AFFORDING COVERAGE INSURER A : Pacific Indemnity Company | | NAIC # 20346 |
| INSURED MFish Graphics LLC 8196 S Catawba Ct Aurora, CO 80016 United States | INSURER B : | | |
| | INSURER C : | | |
| | INSURER D : | | |
| | INSURER E : | | |
| | INSURER F : | | |
| | | | |

COVERAGES**CERTIFICATE NUMBER:****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.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | | OFFCOF163231115-002 | 10/22/2022 | 10/22/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | X | | OFFCOF163231115-002 | 10/22/2022 | 10/22/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured with respect to the General Liability per the policy's terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**
 Proof of Coverage
 Tallyn's Reach Authority
 8300 E Crescent Parkway Suite 300
 Greenwood Village, CO 80111-2814

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

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,

MFish Graphics

is a

Limited Liability Company

formed or registered on 11/26/2017 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 20171875545 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/20/2023 that have been posted, and by documents delivered to this office electronically through 01/24/2023 @ 11:23:25 .

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 01/24/2023 @ 11:23:25 in accordance with applicable law. This certificate is assigned Confirmation Number 14636495 .



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 website 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 website, <https://www.coloradosos.gov/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 website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN TALLYN’S REACH AUTHORITY
AND THE CHERRY CREEK SCHOOL DISTRICT
(Water Service and Landscape Maintenance)**

This **INTERGOVERNMENTAL AGREEMENT** (“**IGA**”) is entered into this _____, 2023 by and between the **TALLYN’S REACH AUTHORITY**, a contractual authority and political subdivision of the State of Colorado, (the “**Authority**”), and **CHERRY CREEK SCHOOL DISTRICT NO. 5**, a school district in the State of Colorado (“**CCSD**”). Individually, the Authority and CCSD are referred to herein 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 the benefit of their taxpayers, residents and end-users; 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 is located solely within the City of Aurora (the “**City**”) and portions of CCSD are located within the City of Aurora; and

WHEREAS, the Authority has historically provided irrigation, irrigation management, irrigation repair, mowing and tree removal and replacement within the streetscapes adjacent to land owned by CCSD (the “**Streetscapes**”); and

WHEREAS, the Authority has established underground piping and sprinkler heads within the Streetscapes to meet the irrigation needs of these areas (the “**Irrigation Improvements**”); and

WHEREAS, the Streetscapes are adjacent to City right-of-way surrounding the Coyote Hills and Black Forest Hills Elementary Schools which are both part of the CCSD; and

WHEREAS, the City of Aurora Municipal Code, Chapter 142, Section 75 (the “**Code**”) establishes the duty of landowners owning lots or open areas adjacent to City right-of-way to maintain all plants, shrubs, turf and other landscaping within the City right-of-way, this obligation includes the removal and replacement of landscaping as necessary (the “**Landscape Services**”); and

WHEREAS, the Parties have determined that it is CCSD’s responsibility under the Code, as the owner of land adjacent to City right-of-way, to provide the Landscape Services for the Streetscapes; and

WHEREAS, contemporaneous with the execution of this IGA, the Parties entered into that certain Bill of Sale (Irrigation Improvements), dated [REDACTED], 2023 (the “**Bill of Sale**”), as attached hereto as **Exhibit A**; and

WHEREAS, the Parties have determined that in order for CCSD to provide the water needed for the Landscape Services, the Authority will transfer ownership of the Irrigation Improvements to CCSD by the Bill of Sale; and

WHEREAS, it is the desire of the Parties that the Authority continue providing water service to the Streetscapes, as well as irrigation management and necessary repairs (the “**Water Services**”); and

WHEREAS, the Parties agree that CCSD will reimburse the Authority, pursuant to this IGA, for the costs of the Water Services on an annual basis; and

WHEREAS, the Parties agree that CCSD will take over Landscape Services within the Streetscapes; and

WHEREAS, the Parties believe that entering into this IGA and the Bill of Sale is essential to comply with the Code; and

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this IGA and other good and valuable consideration as set forth in the Bill of Sale, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

TERMS AND CONDITIONS

1. Effective Date. Except as noted in Paragraph 4 below, the obligations of this IGA shall commence on March 1, 2023 (the “**Effective Date**”).
2. Irrigation Improvements. The Parties hereby agree that, as of the Effective Date, the Authority will transfer ownership of the Irrigation Improvements to CCSD via the Bill of Sale.
3. Landscape Services. Commencing on the Effective Date, the Authority will no longer provide Landscape Services to the Streetscapes and CCSD will be responsible for all handling all Landscape Services that are necessary to comply with the Code.
4. Water Services. Beginning on January 1, 2023, CCSD shall reimburse the Authority for all Water Services including any costs associated with the raw water delivered to CCSD. The Authority will track all costs associated with the Water Services and provide bi-annual invoices to CCSD.

5. Irrigation Management. As part of the Water Services, the Authority's irrigation contractor will continue to manage water provided to CCSD for the Streetscapes. The Water Services provided by the irrigation contractor will include monitoring of smart controllers and on the ground management to keep water use within the amounts recommended by the City.

6. Irrigation Repair. As part of the Water Services, the Authority's irrigation contractor will make all necessary repairs to the Irrigation Improvements and any costs associated with such repairs will be included as part of the bi-annual invoices to CCSD. In the event that irrigation repairs are required, the Authority and/or its contractor will return the landscaping to its pre-repair condition.

7. Billing for Water Services. All costs of the Authority for the Water Services described herein will be billed CCSD on a bi-annual basis by no later than June 1 and December 1 of each year beginning in 2023. Full payment for the invoiced Water Services shall be due to the Authority within thirty (30) days of receipt of the bi-annual invoices.

8. Miscellaneous.

a. Assignment. Except as otherwise stated herein, neither Party shall assign this IGA, or parts thereof, or its respective duties, without the express written consent of the other Party. Any attempted assignment of this IGA, in whole or in part, without the consent of the other Party, in writing, shall be null and void and of no effect whatsoever.

b. Notices. Any notice or communication required under this IGA must be in writing, and may be given personally, sent via e-mail, 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, set via email, 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 sent via email or deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Either Party hereto may at any time, by giving written notice to the other Party hereto as provided in this Paragraph 8.c., 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
 Greenwood Village, CO 80111
 Attention: Celeste Terrell
 Phone: (303) 265-7875
 E-mail: 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

CCSD: Cherry Creek School District No. 5
Office of Legal Resources
4700 South Yosemite Street
Greenwood Village, CO 80111
Attention: Sonja S. McKenzie, Esq.
Phone: (720) 554-4251
E-mail: smckenzie3@cherrycreekschools.org

c. Entire Agreement. This IGA constitutes the entire agreement between the Parties hereto, 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 subject matter herein, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this IGA are of no force and effect. This IGA may not be modified except by a writing executed by both Parties.

d. Binding Agreement. This IGA shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

e. No Waiver. No waiver of any of the provisions of this IGA shall be deemed to constitute a waiver of any other of the provisions of this IGA, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this IGA, nor shall the waiver of any default be deemed a waiver of any subsequent default.

f. Venue. Venue for all actions arising from this IGA shall be in the Arapahoe County District Court. 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.

g. 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.

h. Good Faith of Parties. In the performance of this IGA, or in considering any requested approval, acceptance, consent, or change order, 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 IGA.

i. Subject To Annual Appropriation and Budget. The Parties do not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. No provision of this IGA shall be construed or interpreted as a delegation of governmental powers by the Parties, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Parties 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 IGA shall be construed to pledge or to create a lien on any class or source of funds. The Parties obligations under this IGA exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this IGA.

j. Governmental Immunity. Nothing in this IGA 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 Parties, their respective officials, employees, contractors, or agents, or any other person acting on behalf of the Parties and, in particular, governmental immunity afforded or available to the Parties pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

k. Negotiated Provisions. This IGA 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 IGA.

l. Severability. If any portion of this IGA 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 IGA 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 IGA a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

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

n. Counterpart Execution. This IGA 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.

IN WITNESS WHEREOF, the Parties hereby execute this IGA on the date first written above.

CCSD:

**CHERRY CREEK SCHOOL DISTRICT
NO. 5**, a school district in the State of
Colorado

By: _____

APPROVED AS TO FORM:

Sonja S. McKenzie
General Counsel for CCSD

[CCSD Signature Page to IGA]

EXHIBIT A
Bill of Sale (Irrigation Improvements)

Certificate Of Completion

Envelope Id: 516B242FCBD0474B919B1E2B41E400AA Status: Completed
 Subject: Complete with DocuSign:Tallyn's Reach-IGA between TRA & CCSD for Water Service & Landscape Maint.pdf
 Client Name: Tallyn's Reach Authority
 Client Number: A267075-OS07-2023
 Source Envelope:
 Document Pages: 8 Signatures: 3 Envelope Originator:
 Certificate Pages: 5 Initials: 0 Cindy Jenkins
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 Time Zone: (UTC-06:00) Central Time (US & Canada) Cindy.Jenkins@claconnect.com
IP Address: 67.176.12.84

Record Tracking

Status: Original Holder: Cindy Jenkins Location: DocuSign
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Signer Events

David Patterson
 david.patterson@falck.com
 President
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

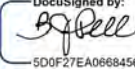
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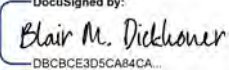
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 bjnstev95@yahoo.com
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Blair M. Dickhoner
 bdickhoner@wbapc.com
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| Certified Delivery Events | Status | Timestamp |
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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Acknowledging your access and consent to receive and sign documents electronically

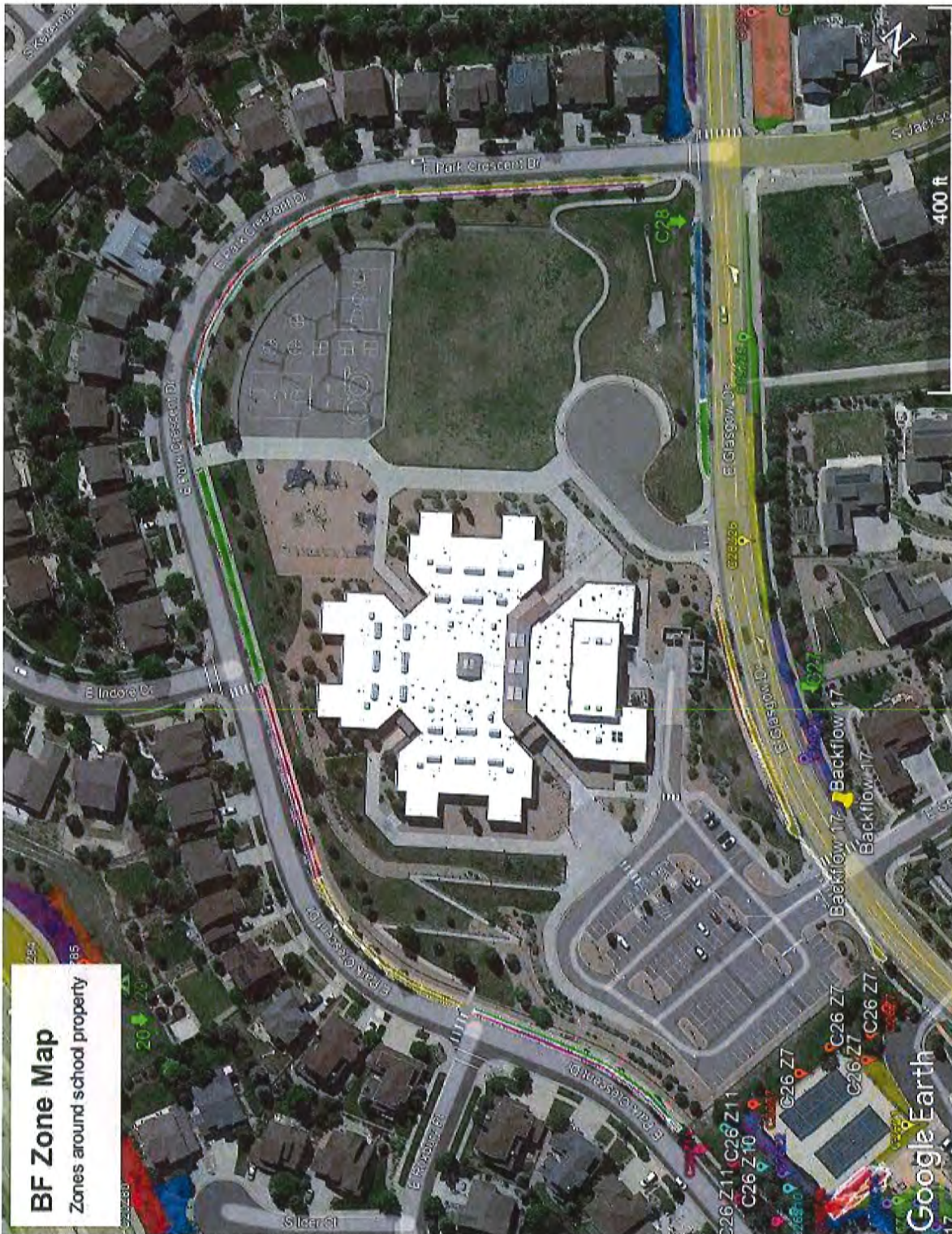
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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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.

EXHIBIT A

Location of Irrigation Improvements



**RESOLUTION OF THE
BOARD OF DIRECTORS
OF THE
TALLYN'S REACH AUTHORITY**

**ADOPTING THE THIRD AMENDMENT TO THE AMENDED AND RESTATED
RESOLUTION CONCERNING THE IMPOSITION OF AUTHORITY FEES**

(Adoption of a New Fee Schedule - 2023)

WHEREAS, the Tallyn's Reach Authority (the "**Authority**") is a separate legal entity that is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to the Tallyn's Reach Authority Establishment Agreement dated February 12, 2018 (the "**Agreement**"), § 29-1-203, C.R.S. and § 32-1-1001(1)(j)(I), C.R.S., the Authority has the power to fix, and from time to time increase or decrease, fees, rates, tolls, penalties or charges which, until paid, constitute a perpetual lien on and against the property serviced that may be foreclosed upon by the Authority; and

WHEREAS, on July 16, 2019, the Board of Directors of the Authority (the "**Board**") adopted the Amended and Restated Resolution Concerning the Imposition of Authority Fees, which was recorded on August 07, 2019 with the Clerk and Recorder of Arapahoe County at Reception Number D9079638 and subsequently amended on November 10, 2020, by that certain First Amendment to the Resolution Concerning the Imposition of Authority Fees which was recorded with the Clerk and Recorder of Arapahoe County at Reception Number E0181045, and on November 16, 2021, by that certain Second Amendment to the Resolution Concerning the Imposition of Authority Fees which was recorded with the Clerk and Recorder of Arapahoe County at Reception Number E2008830 (collectively, the "**Amended Fee Resolution**"); and

WHEREAS, at the November 15, 2022, special meeting, the Board determined that modification of the schedule of fees in the Amended Fee Resolution was necessary and in the best interests of the Authority, present and future property owners within the Authority and the properties served by the Authority.

NOW, THEREFORE, be it resolved by the Board as follows:

1. AMENDMENT TO SCHEDULE OF FEES. The schedule of fees set forth in Exhibit A of the Amended Fee Resolution is hereby repealed and replaced in its entirety with the schedule of fees set forth in **Exhibit A** to this Resolution, which is attached hereto and incorporated herein by this reference.

3. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Amended Fee Resolution shall remain in full force and effect.

4. PRIOR FEES. Any fees, rates, tolls penalties or charges due under the Amended Fee Resolution, to the extent outstanding and unpaid, shall remain in effect until fully paid and shall not be eliminated hereby.

5. THE PROPERTY. This Resolution shall apply to all property within the Authority's boundaries, including, but not limited to, the property set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, and any additional property included into the Authority after the date of this Resolution.

6. EFFECTIVE DATE. This Resolution is effective as of January 1, 2023.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow].

ADOPTED this 15th day of November 2022.

TALLYN'S REACH AUTHORITY, a political subdivision of the State of Colorado

DocuSigned by:
David Patterson
7BD319A07C7A965...

Officer of the Authority

ATTEST:

DocuSigned by:
[Signature]
6D9F27EA06C8466...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys At Law

DocuSigned by:
Blair M. Dickhoner
DBCBC3D5CAB4CA...

General Counsel to the Authority

Signature Page to the Third Amendment to Amended and Restated Resolution Concerning the Imposition of Authority Fees - Adoption of New Fee Schedule

EXHIBIT A
TALLYN'S REACH AUTHORITY
Schedule of Fees
Effective January 1, 2023

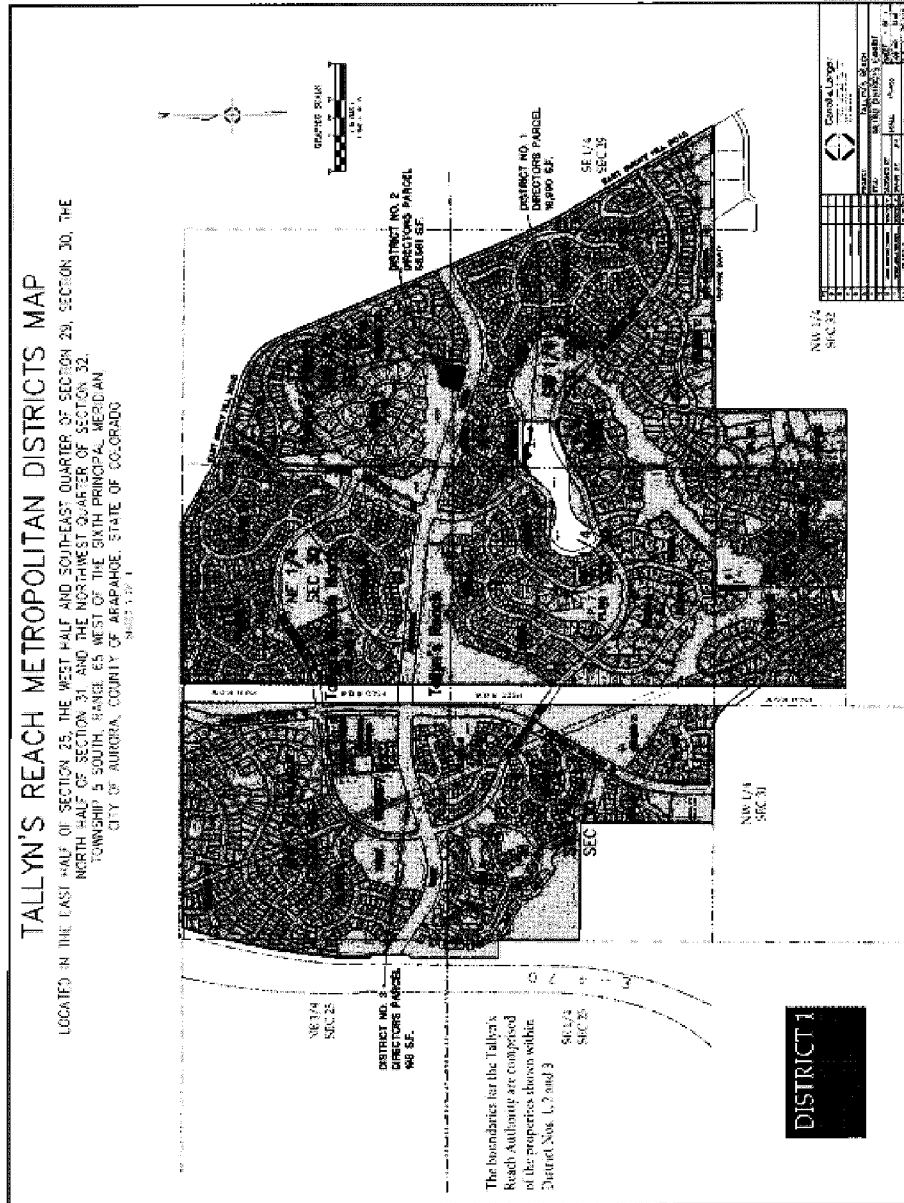
| Schedule of Fees | | |
|---|---|--|
| Fee Type | Classifications | Rate |
| General Operations Fee - Recurring Payment | Single Family (per home) | \$235/quarter |
| | Apartment (per unit) | \$213/quarter |
| The Due Date for each General Operations Fee – Recurring Payment is the 1 st day of each quarter. | | |
| Administrative Transfer Payment Fee | Residential | \$250/transfer/non foreclosure sales \$350/transfer/foreclosure sales |
| | The Due Date for each Administrative Transfer Fee is the date upon which the Transfer occurs. | |
| | | |
| Development Fee | Single Family Detached | \$6,850/unit |
| | Single Family Attached | \$3,425/unit |
| | Multi-Family | \$1,700/unit |
| The Due Date for each Development Fee is not later than thirty (30) days after which a building permit is issued. | | |

PAYMENTS: Payment for each fee shall be made payable to the “Tallyn’s Reach Authority” and sent to the Manager at the following address for receipt by the due date:

Celeste Terrell, Manager
CliftonLarsonAllen, LLP
8390 E. Crescent Parkway, Suite 5000
Greenwood Village, Colorado 80111

DocuSign Envelope ID: 202E0A01-09EE-4006-9DF0-C3D0E3A9D210

EXHIBIT B
TALLYN'S REACH AUTHORITY
Authority Boundaries



**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
TALLYN'S REACH AUTHORITY**

APPOINTING A LOCAL GOVERNMENT DESIGNEE

WHEREAS, the Tallyn's Reach Authority (the "**Authority**") is a contractual authority and political subdivision of the State of Colorado (the "**State**") organized to serve a public use and promote the health, safety, prosperity, security and general welfare of the residents of the Authority and the State of Colorado; and

WHEREAS, § 32-1-1001(1)(h) C.R.S., provides the Board of Directors of the Authority ("**Board**") with the management, control and supervision of all the business and affairs of the Authority; and

WHEREAS, the Colorado Oil and Gas Conservation Commission (the "**COGCC**") provides a Local Government Designee (the "**LGD**") program which allows for a local government to appoint an LGD to act as their point of contact with the COGCC regarding oil and gas matters; and

WHEREAS, the Board deems it necessary to appoint an LGD to act as the point of contact for the Authority with the COGCC.

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

1. Appointment of LGD. The Board hereby appoints Julie Huygen as the LGD for Tallyn's Reach Authority.

2. Role of the LGD. The LGD will act as the point of contact for the Authority with the COGCC on oil and gas matters. The LGD will participate in COGCC procedures on behalf of the Authority, including receiving notices and documents from the COGCC, submitting comments and requesting comment period extensions for drilling permit and location assessment applications, requesting meetings and consultations, requesting hearings, and requesting geodatabase information.

- a. The LGD is responsible for completing all enrollment documentation required by the COGCC as part of the LGD program.
- b. The LGD shall submit all notices and documents provided by the COGCC, along with proposed comments or requests of the COGCC, to the Board for review.

- c. The LGD does not have the authority to submit comments or make requests of the COGCC unless such authority is given by the Board. In addition, the LGD only has such authority as given by the Board and has no authority to bind the Authority.

3. Amendment. The Authority expressly reserves the right to amend, revise, redact, and/or repeal the LGD's authority granted in this Resolution in whole or in part, from time-to-time in order to further the purpose of carrying out the business, objects, and affairs of the Authority. The foregoing shall specifically include the right to remove the appointed LGD, add to or reduce the authority of the appointed LGD, or eliminate the LGD position, all in the Board's sole and absolute discretion.

4. Effective Date. This Resolution shall go into effect immediately upon adoption.

ADOPTED THIS 31st DAY OF JANUARY, 2023.

TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado

DocuSigned by:
David Patterson
7BB319467C7A455...

Officer of the Authority

ATTEST:

DocuSigned by:
AJ Bell
5D0F27EA0668450...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Blair M. Dickhoner
DBCBCESD5CA64CA...

General Counsel to the Authority

Signature Page to Resolution Appointing a Local Government Designee, Dated January 31, 2023

Certificate Of Completion

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| Client Number: A267075-OS07-2023 | |
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| Document Pages: 3 | Signatures: 3 |
| Certificate Pages: 5 | Initials: 0 |
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| Time Zone: (UTC-06:00) Central Time (US & Canada) | 220 S 6th St Ste 300 |
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| | Cindy.Jenkins@claconnect.com |
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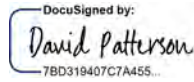
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Signer Events

David Patterson
david.patterson@falck.com
President
Security Level: Email, Account Authentication (None)

Signature



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David Patterson
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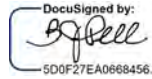
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BJ Pell
bjnsteve95@yahoo.com
Secretary
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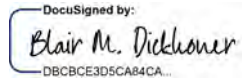
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Blair M. Dickhoner
bdickhoner@wbapc.com
Security Level: Email, Account Authentication (None)



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| Agent Delivery Events | Status | Timestamp |
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| Carbon Copy Events | | |
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| Jon Wagner jwagner@wbapc.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 2/13/2023 10:25:49 AM |
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| Status | | |
| Timestamps | | |
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If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- 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.

INDEPENDENT CONTRACTOR AGREEMENT
(OPEN SPACE MANAGEMENT SERVICES)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 5th day of December, 2022, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and ARK ECOLOGICAL SERVICES, LLC, a Colorado limited liability company (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; or (ii) December 31, 2023. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) 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. 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.

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
Greenwood 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:

Ark Ecological Services, LLC
6560 Dover Street
Arvada, CO 80004
Attention: Raymond Sperger
Phone: (303) 985-4849
Email: ersperger@gmail.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.

AUTHORITY:

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

DocuSigned by:

David Patterson

7BD319407C7A455...

Officer of the Authority

ATTEST:

DocuSigned by:

B. J. Bell

5D0F27EA0008456...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:

Blair M. Dickhoner

DBCBC3D5CA84CA...

General Counsel for the Authority

Authority's Signature Page to Independent Contractor Agreement for Open Space Management Services with Ark Ecological Services, LLC, dated December 5, 2022

CONTRACTOR:

ARK ECOLOGICAL SERVICES, LLC, a Colorado limited liability company

Raymond H. Sperger

Raymond H. Sperger
Printed Name

Principal Ecologist and Business Manager
Title

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 20th day of January, 2022, by Raymond H. Sperger, as the Business Manager of Ark Ecological Services, LLC.

Witness my hand and official seal.

My commission expires: 04/04/2023

Jennifer L Strait
Notary Public

JENNIFER L STRAIT
Notary Public
State of Colorado
Notary ID # 20074013712
My Commission Expires 04-04-2023

Contractor's Signature Page to Independent Contractor Agreement for Open Space Management Services with Tallyn's Reach Authority, dated December 5, 2022

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

Open Space Management Proposal for 2023

**Weed and Native Plant Management Program
for the
The Board of the
Tallyn's Reach Authority**

Prepared
by

Raymond H. Sperger

Ark Ecological Services, LLC

Conserving native species and landscapes for future generations

6560 Dover Street
Arvada, CO 80004
303-985-4849

October 19, 2022

**Open Space Management Proposal for 2023
Weed and Native Plant Management Program
for the
Tallyn's Reach Authority**

Introduction:

Tallyn's Reach is a beautiful integration of homes surrounded with many areas of open space including prairies, riparian areas with cottonwood trees, shrublands and areas with pines. Several of these native open spaces and the surrounding lands have good quality natural areas with an abundance of plant and animal life. Recreation opportunities including trails, wildlife viewing, and aesthetic beauty can be found, especially in the larger native green spaces. These natural amenities are worth cherishing and conserving for future generations, but this can only happen through sound ecological planning, through the commitment of homeowners and community leaders, and through proper stewardship practices (See Addendum 1 for a list of reasons why we should manage and restore native open spaces). Due to the development of the community and past management practices, many of the natural treasures need a helping hand to restore much of their former beauty and diversity, and to serve the needs and desires of Tallyn's Reach Residents.

The following is a compilation of weed management, ecological restoration, and land management actions that will help to ensure ecologically sound stewardship of these diverse open lands. There is purpose and statement of need that will help the property owners to establish its priorities for open space management. Please consider these items for 2023 or in the future to help you meet the communities' goals. With the support of the community and board of directors, Ark Ecological Services can help you keep and restore your native open spaces beautiful and healthy for future generations.

Weed and Native Plant Management Program

Purpose: To contain, suppress, control, and eventually eliminate state and county-listed noxious weeds and other aggressive non-native plants within the Tallyn's Reach Open Space. This program will focus on the noxious weeds including Diffuse Knapweed, Leafy Spurge, Canada Thistle, Musk Thistle, Redstem Filaree, Mullein, Moth Mullein, Curly Dock, Prickly Lettuce (Compass Plant), Cheatgrass, Caucasian Bluestem and other weeds and non-native plants such as alfalfa found within the open space areas. This proposal will help the community comply with state and county weed ordinances. And, to encourage the growth and sustain the populations of the many native plants which are currently found within the Open Space.

Statement of Need: Currently, there are several noxious weed species growing in the Tallyn's Reach Open Space and several areas are severely degraded by infestations noxious weeds and other invasive exotic species. Other parts of the Open Space have few or no weeds and need to be protected from future weed invasions. Without actively managing these weeds using integrated weed management practices, (chemical treatment, mechanical treatments like mowing, cutting, pulling, and biological controls), weeds will continue to multiply in the areas where infestations exist, will spread into new areas, and will reduce native plant and animal populations. **Prevention, early detection, containment, suppression, and control of noxious weeds are the most efficient and cost effective methods of any weed management strategy.**

Weed and Native Plant Management Program Options and Costs for 2023

| <i>Plan</i> | <i>Weed and Native Plant Management Program</i> | <i>Cost</i> |
|--|---|---|
| Standard Plan | Herbicide applications combining 1 broadcast applications where needed and 2-3 spot applications where diverse stands of native wildflowers and woody native plants are found and weeds are dispersed.* To the degree possible cheatgrass infestations will be managed as well with Esplanade. | Time and materials not to exceed \$125,000 |
| Open Space Tree Well Management | Apply herbicides in all tree and shrub wells in the open spaces only as needed to control weeds. | Included in above costs |
| Trail Side Management | Manage weeds along trails within the Tallyn's Reach owned open space mapped areas. | Included in above costs |

*To the extent possible, native wildflower populations that are susceptible to broadleaf herbicides will not be sprayed.

Estimated Weed Management Costs Over Time. As weeds are controlled through time the seed bank in the soil is depleted and fewer weeds come up each year. Selective applications of herbicides give both native grasses and native wildflowers a competitive advantage, thereby increasing the beauty of the area and crowding out space for weeds. In highly infested sites or areas with extensive disturbance, ecological restoration (revegetation) is teamed with weed control to encourage the replacement of weeds with natives. With one application this fall, and 2-3 herbicide application per year in the future, the costs for future control efforts will decline as the weed seed bank in the soil is depleted.

No weed control in 2023 has the following negative ramifications:

1. Populations of weeds will continue to increase.
2. The number of seeds in the soil seed bank will continue to grow making future weed control and restoration more expensive.
3. Desirable native vegetation will decline and wildlife will decrease.
4. The aesthetic beauty of the area is marred and the desirability to recreate in weed-infested areas is reduced.
5. Weeds may spread off-site to other parks and private property.
6. Possible violations of county weed ordinances and state weed laws may be enforced.

It is, therefore, prudent to control weeds and prevent their spread.

Ecological Restoration Projects

Purpose: To restore native plants as well as environmental conditions to areas that have been disturbed beyond the short-term natural recovery cycle or to enhance the natural recovery cycle.

Statement of Need: Several native common areas in Tallyn's Reach are in need of restoration due to past construction of homes, utilities, trails, or other facilities, due to poor revegetation

practices, improper or lack of management, or neglect. These areas will continue to be weed problem areas unless they are restored and revegetated so that there is competition between native plants and weeds. Restoration will enhance the beauty of these areas, reduce long-term management costs, and restore important ecosystem functions. **Assessment of areas that need to be reseeded will be conducted and recommendations for future areas that may need to be reseeded.**

| <u>Recommended Actions:</u> | <u>Cost</u> |
|--|------------------|
| Restoration Projects | |
| Small and medium size restoration areas for seeding and planting are located in various areas throughout the site. | \$50,000 |
| <u>Drainage area at the Biloxi Ct. Test Site identified on the Sept. 6, 2021 Site Assessment and Walk Through</u> | To be determined |

Proposed Schedule: (Based on the this Plan and on typical weather patterns)

| March - November | Complete all herbicide applications on Diffuse Knapweed, various Thistle Species, Mullein, Bindweed, and other noxious weeds. Spray Cheatgrass areas as time and financial resources allow. |
|--------------------------|--|
| Late October or November | Restore small bare ground areas that are currently weed free. Develop a list of potential restoration sites for future budget consideration. Complete Open Space Management Proposal for 2023. |

Addendum 1

Reasons to Manage and Restore Native Open Space

Because we want to:

Open Space -The Benefits are Endless

- Cleans and purifies our water
- Cleans the air and produces oxygen we need to breathe
- Reduces air temperatures on hot summer days
- Provides habitat for the animals and plants that we enjoy seeing
- Provides children and adults an opportunity to learn about the environment
- Provides artistic, written, and photographic inspiration
- Provides a place for spiritual and emotional renewal
- Defines, identifies, and separates regions, communities, neighborhoods, and neighbors
- Provides a sense of history – what the landscape may have looked like prior to settlement
- Provides recreational space for walking, jogging, bicycling, and other outdoor activities.

Because we need to:

It is a part of the planning and guiding documents for most communities.

- Planned Unit Development Plan
- Design Review Philosophy and Guidelines
- Covenants

It maintains property values.

It protects other investments made into the community (infrastructure, lot premiums, etc.).

Because we have to:

It is a part of the laws of the land.

- Arapahoe County Weed Ordinance
- Colorado Noxious Weed Law – Revised Statute 35-5.5-115

Addendum 2

Possible Goals for Resource and Weed Management in Tallyn's Reach Open Space

Resource Management Goal for the Open Spaces

- To conserve and restore the native biological diversity of the Tallyn's Reach Open Space through sound land management including aggressive weed control and active ecological restoration for the benefit and enjoyment of the Tallyn's Reach Homeowners.

Weed Control Mission Statement

- Work cooperatively to prevent the invasion and manage the spread of noxious weeds in order to conserve and restore the native biological diversity of the open space properties.

Weed Management Goals

1. Prevent the introduction of noxious weeds not already present in the Open Space.
2. Eradicate noxious weeds which are not well established in the Open Space.
3. Contain the spread of noxious weeds which are so well established that they cannot be easily and quickly eradicated.
4. Implement appropriate weed management actions within weed containment areas.
5. Restore Open Space that has become infested with weeds.
6. Coordinate weed management actions to maximize effectiveness and minimize economic and environmental costs of weed control.
7. Inform homeowners and adjacent landowners within the Tallyn's Reach about noxious weeds and provide support for their weed management and restoration efforts.

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

Form **W-9** Request for Taxpayer Identification Number and Certification

(Rev. August 2013) Department of the Treasury Internal Revenue Service

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

Name (as shown on your income tax return)
Ark Ecological Services, LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ *S*
 Other (see instructions) ▶

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
6560 Dover St.

City, state, and ZIP code
Arvada, CO 80004

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|

Employer identification number

| | | | | | |
|----|---|----|----|----|---|
| 20 | - | 40 | 14 | 46 | 8 |
|----|---|----|----|----|---|

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 on page 3.

Sign Here Signature of U.S. person ▶ *Raymond A. Springer* Date ▶ *9/19/21*

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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 Authority 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 Authority. Such bond shall protect the Authority 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 Authority. Said bond

shall be in an amount as determined by the Authority, from a surety acceptable to the Authority.

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

EXHIBIT C-1

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/15/2022

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 Jubal Terry(072024N) 4251 Kipling St Unit 165 Wheat Ridge CO 80033-2957 | | CONTACT NAME: PHONE (A/C, NO, EXT): 303-464-1911 FAX (A/C, NO): 303-484-5255 E-MAIL ADDRESS: jterry1@farmersagent.com | | | | | | | | | | | | | | | |
|--|--------|--|--|-------------------------------|--------|-------------------------------------|-------|---------------------------------------|-------|--|-------|------------|--|------------|--|------------|--|
| INSURED ARK ECOLOGICAL SERVICES LLC 6560 DOVER ST ARVADA CO 80004 | | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Truck Insurance Exchange</td> <td>21709</td> </tr> <tr> <td>INSURER B: Farmers Insurance Exchange</td> <td>21652</td> </tr> <tr> <td>INSURER C: Mid Century Insurance Company</td> <td>21687</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Truck Insurance Exchange | 21709 | INSURER B: Farmers Insurance Exchange | 21652 | INSURER C: Mid Century Insurance Company | 21687 | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | | | |
| INSURER A: Truck Insurance Exchange | 21709 | | | | | | | | | | | | | | | | |
| INSURER B: Farmers Insurance Exchange | 21652 | | | | | | | | | | | | | | | | |
| INSURER C: Mid Century Insurance Company | 21687 | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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.

| INSR LTR | TYPE OF INSURANCE | ADDTL INSD | SUBR 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 checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | Y | N | 603552171 | 04/14/2022 | 04/14/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | N | 603552171 | 04/14/2022 | 04/14/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | PER STATUTE OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE- EA EMPLOYEE \$ E.L. DISEASE- POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 6560 DOVER ST, ARVADA, CO 80004

| | |
|--|--|
| CERTIFICATE HOLDER TALLYN'S REACH AUTHORITY C/O CLIFTONLARS 8390 E CRESCENT PKWY STE 300 GREENWOOD VILLAGE CO 80111 | CANCELLATION 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 |
|--|--|

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,

Ark Ecological Services, LLC

is a

Limited Liability Company

formed or registered on 12/30/2005 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 20051485006 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/12/2022 that have been posted, and by documents delivered to this office electronically through 12/13/2022 @ 11:41:28 .

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 12/13/2022 @ 11:41:28 in accordance with applicable law. This certificate is assigned Confirmation Number 14532104 .



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 website 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 website, <https://www.coloradosos.gov/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 website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

INDEPENDENT CONTRACTOR AGREEMENT
(IRRIGATION SYSTEM MANAGEMENT)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 5th day of December, 2022, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and ET IRRIGATION MANAGEMENT SPECIALIST LLC, a Colorado limited liability company (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; or (ii) December 31, 2023. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) 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. 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.

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
Greenwood 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:

ET Irrigation Management Specialist, LLC
3200 S. Oak Ct.
Lakewood, CO 80227
Attention: Brian Bair
Phone: (720) 480-4312
Email: brian@etirrigation.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. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

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.

AUTHORITY:

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

DocuSigned by:

David Patterson

7BD319407C7A455...

Officer of the Authority

ATTEST:

DocuSigned by:

[Signature]

5D0F27EA0068456...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:

Blair M. Dickhoner

DBC8CE3D5CA84CA...

General Counsel for the Authority

Authority's Signature Page to Independent Contractor Agreement for Irrigation System Management Services with ET Irrigation Management Specialist LLC, dated December 5, 2022

CONTRACTOR:

ET IRRIGATION MANAGEMENT
SPECIALIST LLC, a Colorado limited liability
company

[Signature]
Brian Bair

Printed Name

Owner
Title

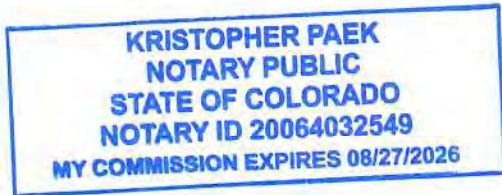
STATE OF COLORADO)

COUNTY OF Jefferson) ss.

2023 The foregoing instrument was acknowledged before me this 10th day of January,
2022, by Brian Bair, as the Owner of ET Irrigation Management
Specialist LLC.

Witness my hand and official seal.

My commission expires: 8/27/2026



[Signature]
Notary Public

*Contractor's Signature Page to Independent Contractor Agreement for Irrigation System
Management Services with Tallyn's Reach Authority, dated December 5, 2022*

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

Proposal

3200 S. Oak Ct
Lakewood, CO 80227

Proposal Date: 10/4/2022
Proposal #: 1069
Project: Management

Bill To:
Tallyn's Reach Metro Authority
8390 E Crescent Parkway,
Suite 300,
GreenwoodVillage, CO 80111

| Item | Description | Hours/Qty | Rate | Total |
|----------------------|--|-----------|-----------|-----------|
| Irrigation Manage... | Irrigation Management (includes Fieldstone area) : 2023 Irrigation Management: April - October. (First payment due April 1st) The following elements are included in our irrigation management proposal and process: - Activation of system and adjustments at start up month of April - Monthly visual inspection of all irrigation zones in operation - Generation of work orders - Prompt completion of work orders based on approval process in place - Full documentation of work order status - Monthly review of - and accountability for water consumption - System winterization between October 15th - November 15th | 7 | 13,272.00 | 92,904.00 |
| Irrigation Manage... | Irrigation Management CCSD: 2023 Irrigation Management: April - October. (First payment due April 1st) | 7 | 292.00 | 2,044.00 |
| Irrigation Services | Irrigation Management COA if breakout needed: 2023 \$3000 of the \$92,904 Irrigation Management: April - October. (First payment due April 1st) | | 0.00 | 0.00 |

We look forward to working with you!

**ET Irrigation Management
Specialist LLC**
3200 S. Oak Ct
Lakewood, CO 80227

720-480-4312
brian@etirrigation.com

SIGNATURE _____

Proposal

**3200 S. Oak Ct
Lakewood, CO 80227**

Proposal Date: 10/4/2022

Proposal #: 1069

Project: Management

Bill To:

Tallyn's Reach Metro Authority
8390 E Crescent Parkway,
Suite 300,
GreenwoodVillage, CO 80111

| Item | Description | Hours/Qty | Rate | Total |
|---------------------|---|-----------|------|-------|
| Irrigation Services | <p>We are a full service irrigation company. We can provide any type of irrigation service and make any or all irrigation repairs associated with your irrigation system. All Irrigation work is charged as time and materials. \$88/labor hr plus materials.</p> <p>After hours services is charged at 1.5x labor rate, holiday 2x labor rate.</p> | | 0.00 | 0.00 |

We look forward to working with you!

**ET Irrigation Management
Specialist LLC
3200 S. Oak Ct
Lakewood, CO 80227**

720-480-4312
brian@etirrigation.com

SIGNATURE

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

W-9
Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/omw9 for instructions and the latest information.

1. Name (last, first, and middle if any) (Do not include titles, suffixes, or initials.)
ET Irrigation Management Specialist LLC

2. Business name (if different from the one listed above)
DBA ET Irrigation

3. Complete this form for federal tax purposes and file with the appropriate state tax authority. Do not check any of the following boxes unless you are a U.S. citizen or resident alien, a U.S. corporation, a partnership, a trust, or an estate.
 Sole proprietor or individual
 C Corporation
 S Corporation
 Partnership
 Trust/Estate

4. If the entity has a TIN, enter it here. If the entity is a U.S. corporation, S corporation, partnership, trust, or estate, enter the TIN. If the entity is a sole proprietor or individual, enter the TIN or SSN. If the entity is a trust, enter the TIN or EIN. If the entity is an estate, enter the TIN or EIN.
**3200 S Oak Ct
Lakewood, CO 80227**

5. If the entity is a U.S. citizen or resident alien, a U.S. corporation, a partnership, a trust, or an estate, enter the TIN. If the entity is a sole proprietor or individual, enter the TIN or SSN. If the entity is a trust, enter the TIN or EIN. If the entity is an estate, enter the TIN or EIN.
4 5 - 4 0 8 8 9 3 0

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, have a separate SSN, 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.

Part II Certification
Under penalties of perjury, I certify that:
1. This number shown on this form is my correct taxpayer identification number (or I am exempt from backup withholding, or 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 income or payments, or I am a U.S. citizen or other U.S. person (defined below) and
2. The FATCA code(s) entered on this form (if any) correctly state I am exempt from FATCA reporting (if any).

General Instructions
• Form 1099-DIV (dividends and other distributions from stocks and mutual funds)
• Form 1099-INT (various types of income, interest, dividends, and other payments)
• Form 1099-B (proceeds from mutual funds, sales and redemptions of securities, transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-C (cancellation of debt and third-party financial transactions)
• Form 1099-MISC (miscellaneous income, including royalties, annuities, and other payments)
• Form 1099-NEC (non-employee compensation)
• Form 1099-OID (original issue discount)
• Form 1099-PR (payments to U.S. residents on Puerto Rico source income)
• Form 1099-R (distributions from an annuity, pension, profit-sharing, or 401(k) plan)

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 Authority 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 Authority. Such bond shall protect the Authority 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 Authority. Said bond

shall be in an amount as determined by the Authority, from a surety acceptable to the Authority.

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

EXHIBIT C-1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2022

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 Moody Insurance Agency, Inc. 8055 East Tufts Avenue Suite 1000 Denver CO 80237 | | CONTACT NAME: Moody Insurance Agency PHONE (A/C, No, Ext): (303) 824-6600 FAX (A/C, No): (303) 370-0118 E-MAIL ADDRESS: certrequest@moodyins.com | |
| INSURED ET Irrigation Management Specialist, LLC 3200 S Oak Ct Lakewood CO 80227-4223 | | INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Champion Insurance Co NAIC # 16447 INSURER B: Pinnacle Assurance 41190 INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES CERTIFICATE NUMBER: 22-23 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.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <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"/> PROJECT <input type="checkbox"/> LOC OTHER: | | Y | CWP025262M | 04/11/2022 | 04/11/2023 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PO/AGG \$ 4,000,000 \$ |
| A | 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 | | | CWP025262M | 04/11/2022 | 04/11/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000 |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| 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 Y | 4216442 | 04/01/2022 | 04/01/2023 | PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Contractors Equipment | | | CWP025262M | 04/11/2022 | 04/11/2023 | Limit 45,000 Deductible 500 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Tallyn's Reach Authority is additional insured in regards to the general liability policy.

| | |
|---|---|
| CERTIFICATE HOLDER Tallyn's Reach Authority c/o CliftonLarsonAllen 8390 E Crecent Parkway Ste 500 Greenwood Village CO 80111 | CANCELLATION 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 <i>Moody Insurance Agency</i> |
|---|---|

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

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,

ET Irrigation Management Specialist LLC

is a

Limited Liability Company

formed or registered on 11/04/2011 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 20111617775 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/30/2022 that have been posted, and by documents delivered to this office electronically through 12/03/2022 @ 18:44:43 .

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 12/03/2022 @ 18:44:43 in accordance with applicable law. This certificate is assigned Confirmation Number 14509367 .



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 website 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 website, <http://www.coloradosos.gov/bis/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 website, <http://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

INDEPENDENT CONTRACTOR AGREEMENT
(STORM POND ASSESSMENT)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 15th day of November, 2022, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and IMEG CORP., a Delaware 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. 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.

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
Greenwood 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:

IMEG CORP.
7600 East Orchard Road, Suite 250
Greenwood Village, CO 80111
Attention: Taylor C. Goertz, PE
Phone: (303) 796-6000
Email: taylor.c.goertz@imegcorp.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. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

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.

AUTHORITY:

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

DocuSigned by:
David Patterson

7BD319407C7A455...

Officer of the Authority

ATTEST:

DocuSigned by:
[Signature]

5D0F27EA0668456...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Blair M. Dickhoner

DBC8CE3D8CA84CA...
General Counsel for the Authority

Authority's Signature Page to Independent Contractor Agreement for Storm Pond Assessment Services with IMEG CORP., dated November 15, 2022

CONTRACTOR:
IMEG CORP., a Delaware
Corporation

Taylor C Goertz

Taylor C. Goertz

Printed Name

Client Executive

Title

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

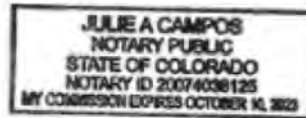
The foregoing instrument was acknowledged before me this 1st day of December, 2022, by Taylor C. Goertz, as the Client Executive of IMEG CORP.

Witness my hand and official seal.

My commission expires: 10/10/2023

Julie A. Campos

Notary Public



Contractor's Signature Page to Independent Contractor Agreement for Storm Pond Assessment Services with Tallyn's Reach Authority, dated November 15, 2022

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

Thank you for the opportunity to submit a Proposal for civil engineering services for the Storm Pond Assessment to the Tallyn's Reach Metropolitan District (District) maintained storm sewer detention and/or water quality ponds within Tallyn's Reach Metro District Service Area in Aurora, Colorado. IMEG proposes the following scope based on input from the client for approximately 12 storm sewer ponds.

1. Review previous documents to verify ownership and maintenance responsibilities by District versus other entities.
2. Evaluate the field conditions of all existing district-maintained ponds in the District; and
3. Document observations in a report format recording, among other information deemed relevant by the Contractor, the severity and location of all issues; and
4. Develop a centralized reporting document that can be searched or easily evaluated by District consultants for storm pond conditions that require action, recommendations for timing of such action, and financial estimates for necessary seasonal improvements or repairs.

ASSUMPTIONS

1. Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.
2. Identification, testing, and/or removal of hazardous materials will be by others.

COMPENSATION

We propose to provide the services described above for a fixed fee of \$17,400 with each task fee broken out as follows:

| | |
|--------------------------------|-----------------|
| Review Previous Documents | \$ 1,500 |
| Field Evaluation | \$ 8,600 |
| Documentation of Observations | \$ 4,300 |
| Centralized Reporting Document | \$ 3,000 |
| TOTAL | \$17,400 |

PROJECT EXPENSES

The following reimbursable expenses are not included in the above fee and will be invoiced with a 1.1 multiplier of actual cost:

1. Reproduction costs for existing facility documents, and for one record set of contract document deliverables at each project phase/milestone (e.g., reports; studies; SD, DD, CD review sets; Issued for Bid; Issued for Construction; record drawings) when not provided to IMEG by the Architect.
2. Reproduction and distribution costs associated with issuing contract documents.
3. CAD plots of drawings in any media other than paper or electronic files.
4. Payment of plan review fees or other imposed governmental agency fees.
5. State filing and/or permit fees.
6. Necessary consultants as approved by Client.
7. Postage and delivery charges.
8. Per diem for meals and incidentals of \$50 per day per employee.
9. Travel expense: Automobile mileage will be invoiced at the IRS rate in effect at the time of travel. Travel expenses also include tolls, parking fees, taxi, train, and other out of pocket expenses.
10. Project specific insurance coverage riders or amendments necessary to comply with required insurance requirements above current IMEG limits and conditions.

ADDITIONAL SERVICES

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. Invasive field takeoff to determine existing conditions that are not readily accessible or visible.
2. Structural, mechanical, electrical, or technology design of any kind.
3. LEED criteria evaluation, energy modeling, calculation, justification, and documentation.
4. Assistance with grants and other related funding applications.
5. Bidding phase services.
6. Value engineering or negotiating construction cost/scope with contractors and related document revisions after documents are complete.
7. Preparing record documents from as-built markups or files provided by contractors or verifying the accuracy and completeness of same.

2022 STANDARD HOURLY RATES
(rates adjusted annually)

| | |
|-------------------------------------|-------|
| Client Executive / Market Director | \$230 |
| Project Executive | \$190 |
| Senior Civil Engineering Specialist | \$185 |
| Senior Civil Engineer III | \$170 |
| Senior Civil Engineer II | \$150 |
| Senior Civil Engineer | \$140 |
| Civil Project Engineer II | \$135 |
| Civil Project Engineer | \$120 |
| Civil Engineer | \$115 |
| Senior Civil Technical Specialist | \$150 |
| Senior Civil Designer III | \$135 |
| Senior Civil Designer II | \$130 |
| Senior Civil Designer | \$120 |
| Civil Project Designer II | \$110 |
| Civil Project Designer | \$105 |
| Civil Designer IV | \$100 |
| Civil Designer III | \$95 |
| Civil Designer II | \$90 |
| Civil Designer | \$85 |
| Design Technician II | \$75 |
| Design Technician | \$65 |
| Land Surveyor III | \$150 |
| Land Surveyor II | \$125 |
| Land Surveyor I | \$110 |
| Senior Survey Technician | \$100 |
| Survey Technician III | \$90 |
| Survey Technician II | \$75 |
| Survey Technician I | \$65 |
| Construction Manager | \$130 |
| Senior Construction Administrator | \$125 |
| Construction Administrator | \$120 |
| Senior Field Technician | \$115 |
| Field Technician IV | \$95 |
| Field Technician III | \$90 |
| Field Technician II | \$80 |
| Field Technician I | \$75 |
| Administrative Assistant | \$75 |

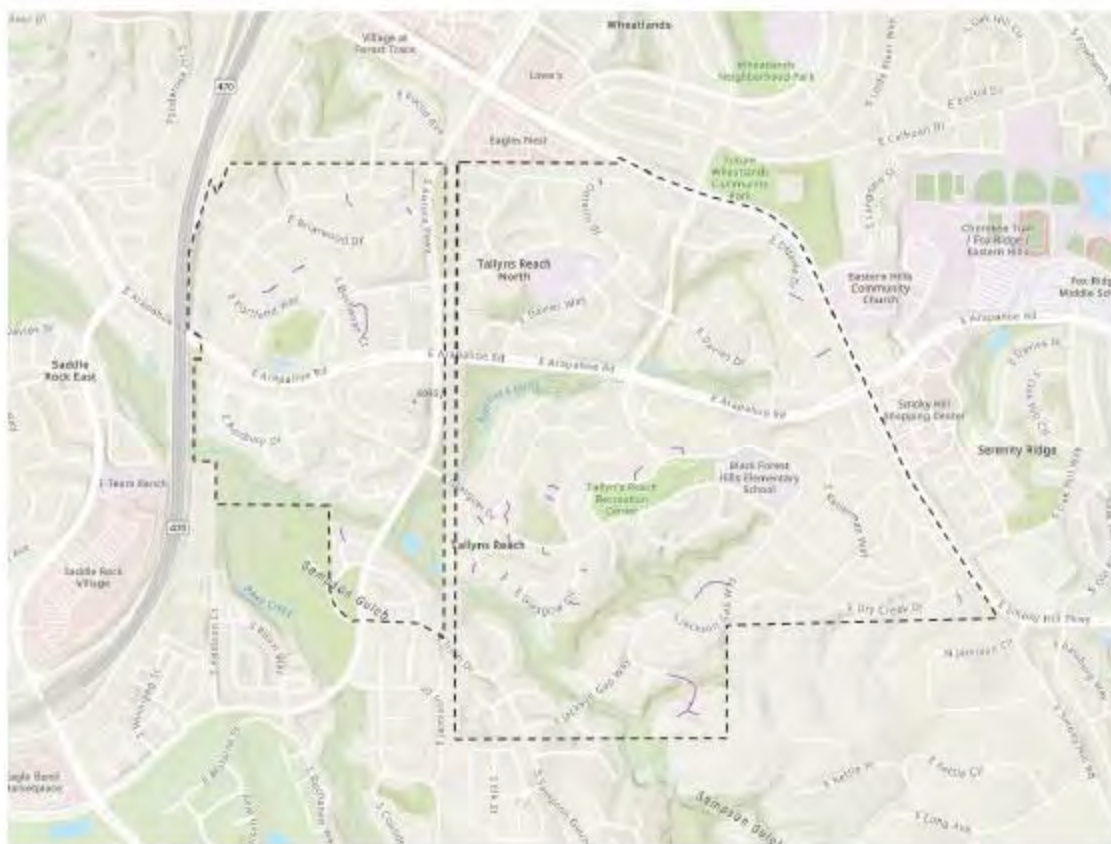


EXHIBIT B

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

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

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

1. Write (or print) on your income tax return. Write a requester on this line do not use this line to block.

2. Business name (or other entity name), if different from above:
 RWI Co Corp

3. Check appropriate box for (check the classification of the person or entity in extension line 3. Check only one of the following seven boxes):

- Individual (see instructions)
- C Corporation
- S Corporation
- Partnership
- Trust or estate
- Limited liability company (LLC)
 - Limited liability company (LLC) that is not disregarded from its owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from its owner should check the appropriate box for the tax classification of its owner.
 - Other (see instructions)

4. Taxpayers (other than sole proprietors) should indicate the following information (if any):

5. Address (number, street, and apt. or suite no.) (Do not include P.O. box):
 623 26th Avenue
 City, state, and ZIP code
 Rock Island, IL 61201

6. Recipient'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 recipient that, 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.

Social security number:
 [] - [] - []

or

Employer identification number:
 47 - 51 4 5 6 2 8

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 acting for a number to be reported 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 check box (1) if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, disposition of real property, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to check the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person: *[Signature]* Date: *1/6/2021*

General Instructions

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

Recent developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted and IRS notices, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) that 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)
- Form 1099-K (payment card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled or discharged 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 may be subject to backup withholding. See What is backup withholding, later.

Call 800-829-1040 Form W-9 (Rev. 10-21-18)

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 Authority 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 Authority. Such bond shall protect the Authority 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 Authority. Said bond

shall be in an amount as determined by the Authority, from a surety acceptable to the Authority.

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

EXHIBIT C-1

CERTIFICATE OF INSURANCE

|  | | CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 1/1/2023 5/19/2022 | | | | | |
|---|---|---|---|--|--------------------------|--------------|---|----------|--|
| 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: Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 963-9010 lockton@lockton.com | | | CONTACT NAME: _____ PHONE (A/C, H/S, B/S): _____ FAX (A/C, H/S): _____ E-MAIL ADDRESS: _____ ADDRESS: _____ | | | | | | |
| ISSUED: 1457276 IMEG, CORP. 625 16TH AVENUE ROCK ISLAND IL 61201 | | | INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Liberty Insurance Corporation 42404 INSURER B: Travelers Property Casualty Co of America 25674 INSURER C: LM Insurance Corporation 33600 INSURER D: Continental Casualty Company 20443 INSURER E: _____ INSURER F: _____ | | | | | | |
| COVERAGES * | | CERTIFICATE NUMBER: 18552736 | | REVISION NUMBER: XXXXXXXX | | | | | |
| 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. | | | | | | | | | |
| TYPE | TYPE OF INSURANCE | POOL OR BR/REG. NO. | POLICY NUMBER | POLICY EFF. (MM/DD/YYYY) | POLICY EXP. (MM/DD/YYYY) | LIMITS | | | |
| C | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PER <input type="checkbox"/> SPLIT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER | Y | N | TES29146998 | 1/1/2022 | 1/1/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 NCO EXP (Ery and pers) \$ 10,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP/AGG \$ 2,000,000 \$ | | |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | N | N | AS779146998 | 1/1/2022 | 1/1/2023 | COVERED DRIVE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (P/d person) \$ XXXXXXXX BODILY INJURY (O/d person) \$ XXXXXXXX PROPERTY DAMAGE (P/d person) \$ XXXXXXXX \$ XXXXXXXX | | |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAE <input type="checkbox"/> EXCESS LIAE <input type="checkbox"/> E&O <input type="checkbox"/> RETIREMENTS | X | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | N | N | EUR-07461340 | 1/1/2022 | 1/1/2023 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER CALIBRATED (RISK-ADJUSTED RATE) <input type="checkbox"/> EYES, UNDESIRABLE WORK (RISK-ADJUSTED RATE) | Y/M | <input checked="" type="checkbox"/> H <input type="checkbox"/> N/A | N | N | WC291469988 | 1/1/2022 | 1/1/2023 | EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY | N | N | AH591925819 | 1/18/2022 | 1/18/2023 | EACH CLAIM \$10,000,000 AGGREGATE \$10,000,000 | | |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, 10100001 (Reason Schedule may be attached if more space is required)) RE: TALLYN'S REACH AUTHORITY/BOULDERROAD ASSESSMENT/2100804.03 TALLYN'S REACH AUTHORITY IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY COVERAGE, IF REQUIRED BY WRITTEN CONTRACT. | | | | | | | | | |
| CERTIFICATE HOLDER 18552736 TALLYN'S REACH AUTHORITY C/O CLIFTON LARSON ALLEN LLP 8390 E CRESCENT PARKWAY, SUITE 300 GREENWOOD VILLAGE CO 80111 | | | CANCELLATION 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:  | | | | | | |

ACORD 25 (2016/03)

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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,

IMEG CORP.

is an entity formed or registered under the law of Delaware, 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 20161883478.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/07/2022 that have been posted, and by documents delivered to this office electronically through 11/08/2022 @ 14:49:18.

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 11/08/2022 @ 14:49:18 in accordance with applicable law. This certificate is assigned Confirmation Number 14450071.



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 website 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 website, <https://www.coloradostate.gov/bsa/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 website, <https://www.coloradostate.gov>, click "Businesses, trademarks, trade names," and select "Frequently Asked Questions."

INDEPENDENT CONTRACTOR AGREEMENT
(FALL TREE REMOVAL)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 30th day of September, 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. 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.

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
Greenwood 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 N. 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.

AUTHORITY:

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

DocuSigned by:
David Patterson
7BD319407G7A455...

Officer of the Authority

ATTEST:

DocuSigned by:
A. Bell
5D0F27EA0668456...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Blair M. Dickhoner
DBCBCE3D5CA84CA...

General Counsel for the Authority

Authority's Signature Page to Independent Contractor Agreement for Fall Tree Removal Services with BrightView Landscape Services, Inc., dated September 30, 2022

CONTRACTOR:

BRIGHTVIEW LANDSCAPE SERVICES, INC., a Colorado corporation

[Signature]

Aaron Lott Director of Finance

Printed Name

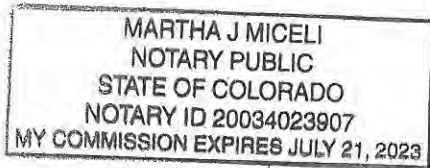
Title

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 20th day of October, 2022, by Aaron Lott, as the Director of Finance of BrightView Landscape Services, Inc..

Witness my hand and official seal.

My commission expires: July 21, 2023



Martha J Miceli
Notary Public

Contractor's Signature Page to Independent Contractor Agreement for Fall Tree Removal Services with Tallyn's Reach Authority, dated September 30, 2022

EXHIBIT A

SCOPE OF SERVICES



September 20, 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: Fall Tree Removals
 Project Description: Fall Tree Removals per compiled tree map

Scope of Work

| QTY | UoM/Size | Material/Description |
|------|----------|--|
| 1.00 | LUMP SUM | Drive Time Labor |
| 1.00 | LUMP SUM | Dump Rate |
| 1.00 | LUMP SUM | Removal of dead trees and grind stumps for tree maps |

For internal use only
 SO# 7829802
 JOB# 400300615
 Service Line 130

Total Price \$46,555.15

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
 C 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 the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is 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) _____
 (Please do not account mentioned outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 31001-2463

6 City, state, and ZIP code
Pasadena, CA 91110-2463

7 List account number(s) here (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
 [8] [4] - [0] [6] [1] [7] [6] [5] [3]

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)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled 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.

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

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 Authority 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 Authority. Such bond shall protect the Authority 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 Authority. Said bond

shall be in an amount as determined by the Authority, from a surety acceptable to the Authority.

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

EXHIBIT C-1
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/22/2022

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 Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA | CONTACT NAME: | |
| | PHONE (A/C. No. Ext): (866) 283-7122 | FAX (A/C. No.): (800) 363-0105 |
| E-MAIL ADDRESS: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED BrightView Landscape Services, Inc. Location #40030 8888 Motsenbocker Road, Suite A Parker CO 80134 USA | INSURER A: ACE American Insurance Company | 22667 |
| | INSURER B: American Guarantee & Liability Ins Co | 26247 |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

Holder Identifier : BC



COVERAGES **CERTIFICATE NUMBER: 570095454198** **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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---|-------------------------|-------------------------|---|
| A | <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-JECT <input type="checkbox"/> LOC OTHER: | Y | | XSLG47318397 SIR applies per policy terms & conditions | 10/01/2022 | 10/01/2023 | 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 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | ISA H1071333A | 10/01/2022 | 10/01/2023 | COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION | | | AUC508596818 | 10/01/2022 | 10/01/2023 | EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 |
| A | 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 N | WLRCS0687302 WC - AOS SCFCS0687405 WC - WI | 10/01/2022 | 10/01/2023 | <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 |

Certificate No : 570095454198

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 Tallyn's Reach Authority c/o Clifton Allen Larson 8390 E. Crescent Parkway, Suite 300 Greenwood Village CO 80111 USA | CANCELLATION 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 |

000000 03 04 010226 036101 P

POLICY NUMBER: XSL G47318397 001

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|--|---|
| Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss. | All locations where you perform work for such additional insured pursuant to any such written contract. |
| | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: XSL G47318397 001

Endorsement Number: TBD

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.



A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



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 09/28/2022 that have been posted, and by documents delivered to this office electronically through 09/29/2022 @ 22:36:59.

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 09/29/2022 @ 22:36:59 in accordance with applicable law. This certificate is assigned Confirmation Number 14353433.



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/ValidateCertificateSystem.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 "Business, trademarks, trade names" and select "Frequently Asked Questions."

TALLYN’S REACH AUTHORITY
ANNUAL ADMINISTRATIVE RESOLUTION
(2023)

WHEREAS, the Tallyn’s Reach Authority (the “**Authority**”) created by virtue of that certain Establishment Agreement by and among Tallyn’s Reach Metropolitan District Nos. 2 and 3, dated February 12, 2018 (the “**Agreement**”), pursuant to § 29-1-203, C.R.S., and in conformity with § 29-1-203.5; and

WHEREAS, the Board of Directors of the Authority (the “**Board**”) has a duty to perform certain obligations in order to assure the efficient operation of the Authority and, in some cases has voluntarily agreed to perform certain obligations not otherwise required by Colorado law, and hereby directs its consultants to take the following actions.

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

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

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

3. The Board directs the Authority’s accountant to: 1) obtain proposals for auditors to be presented to the Board; 2) to cause an audit of the annual financial statements of the Authority to be prepared and submitted to the Board on or before June 30; and 3) to cause the audit to be filed with the State Auditor by July 31st, or by the filing deadline permitted under any extension thereof, all in accordance with §§ 29-1-603(1) and 29-1-606, C.R.S. Alternatively, if warranted by § 29-1-604, C.R.S., the Board directs the Authority’s accountant to apply for and obtain an audit exemption from the State Auditor on or before March 31st in accordance with § 29-1-604, C.R.S.

4. The Board directs the Authority’s accountant to submit a proposed budget to the Board by October 15th, to prepare the final budget and budget message, including any amendments thereto, if necessary, and directs the Authority’s Manager to schedule a public hearing on the proposed budget and/or amendments, and to post or publish notices thereof, and directs the Authority’s Manager to file the budget, budget resolution and budget message with the Division on or before January 30th, all in accordance with §§ 29-1-101, *et seq.*, C.R.S.

5. The Board directs the Authority’s accountant to monitor expenditures and contracted expenditures and, if necessary, to notify the Authority’s Manager legal counsel and the Board when expenditures or contracted expenditures are expected to exceed appropriated amounts, and directs legal counsel to prepare all budget amendment resolutions and directs Authority’s Manager to schedule a public hearing on a proposed budget amendment and to post or publish notices thereof and to file the amended budget with the Division on or before the date of making

such expenditure or contracting for such expenditure, all in accordance with §§ 29-1-101, *et seq.*, C.R.S.

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

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

8. The Board determines that each director shall not receive compensation for their services as directors.

9. The Authority hereby acknowledges the following officers for the Authority:

| | |
|--------------------------------------|---------------------|
| Chairman/President: | David Patterson |
| Vice President/ Assistant Secretary: | BJ Pell |
| Treasurer: | Harry Yosten |
| Assistant Secretary: | Mike Dell'Orfano |
| Assistant Secretary: | Brian Crandall |
| Recording Secretary: | Authority's Manager |

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

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

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

13. The Board directs the Authority's Manager to post notice of all regular and special meetings in accordance with § 32-1-903(2) and § 24-6-402(2)(c), C.R.S. The Board hereby designates <http://www.tallynsreachmetrodistrict.com/> as the Authority's website for the posting of its regular and special meeting notices. The Board also hereby designates, unless otherwise designated by the Board, 24900 E. Park Crescent Drive, Aurora as the location the Authority will post notices of meetings in the event of exigent or emergency circumstances which prevent the Authority from posting notice of the meeting on the Authority's website. The Board directs Manager to provide the website address set forth above to the Department of Local Affairs for inclusion in the inventory maintained pursuant to § 24-32-116, C.R.S.

14. The Board determines to hold regular meetings on the third Tuesday of March, July, September, and November, at 6:00 p.m. at 24900 E. Park Crescent Drive, Aurora, and by telephone, electronic, or other means not including physical presence. All notices of meetings shall designate whether such meeting will be held by electronic means, at a physical location, or both, and shall designate how members of the public may attend such meeting, including the conference number or link by which members of the public can attend the meeting electronically, if applicable.

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

16. Pursuant to the authority set forth in § 24-12-103, C.R.S., the Board hereby designates, in addition to any officer of the Authority, Emilee D. Hansen of the law firm of WHITE BEAR ANKELE TANAKA & WALDRON, Attorneys at Law as a person with the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion.

17. The Board directs the Authority's Manager to obtain proposals and/or renewals for insurance, as applicable, to insure the Authority against all or any part of the Authority's liability, in accordance with §§ 24-10-115, *et seq.*, C.R.S. The Board directs the Authority's accountant to pay the annual agency fees and insurance premiums, as applicable, in a timely manner.

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

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

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

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

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

ADOPTED NOVEMBER 15, 2022.

TALLYN'S REACH AUTHORITY

By: DocuSigned by:
David Patterson
7BD319407C7A455...
Officer of the Authority

Attest:

By: DocuSigned by:
BJ Pell
5D0F27EA0668456...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Blair M. Dickhoner
DBCBC3D5CA81CA...
General Counsel to the Authority

CERTIFICATION OF RESOLUTION

I hereby certify that the foregoing constitutes a true and correct copy of the resolution of the Board adopted at a meeting held on November 15, 2022, at 24900 E. Park Crescent Dr., Aurora, Colorado and via teleconference.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ___ day of November 2022.

DocuSigned by:
BJ Pell
5D0F27EA0668456...
Signature

BJ Pell

Printed Name

Certificate Of Completion

| | |
|---|------------------------------|
| Envelope Id: 1C44EA4FB2D34E1C8DEB0B758731E005 | Status: Completed |
| Subject: Complete with DocuSign: Tallyn's Reach Authority / Various Documents from Nov 15 Meeting | |
| Client Name: Tallyn's Reach Authority | |
| Client Number: A267075-OS07-2022 | |
| Source Envelope: | |
| Document Pages: 36 | Signatures: 9 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Enveloped Stamping: Enabled | Cindy Jenkins |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 220 S 6th St Ste 300 |
| | Minneapolis, MN 55402-1418 |
| | Cindy.Jenkins@claconnect.com |
| | IP Address: 67.176.12.84 |

Record Tracking

| | | |
|-----------------------|------------------------------|--------------------|
| Status: Original | Holder: Cindy Jenkins | Location: DocuSign |
| 12/1/2022 10:45:36 AM | Cindy.Jenkins@claconnect.com | |

Signer Events

David Patterson
david.patterson@falck.com
President
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

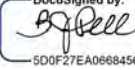
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Timestamp

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Signed: 12/1/2022 11:10:43 AM

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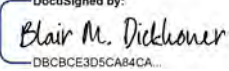
BJ Pell
bjnsteve95@yahoo.com
Secretary
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Using IP Address: 172.58.63.80
Signed using mobile

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ID: 3efb7179-2455-4868-a91d-62a9ef51dc08

Blair M. Dickhoner
bdickhoner@wbapc.com
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 50.209.233.181

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| In Person Signer Events | Signature | Timestamp |
|------------------------------|-----------|-----------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |

| Certified Delivery Events | Status | Timestamp |
|---|------------------|-----------------------|
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
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| Certified Delivered | Security Checked | 12/1/2022 12:38:37 PM |
| Signing Complete | Security Checked | 12/1/2022 12:38:51 PM |
| Completed | Security Checked | 12/1/2022 12:38:51 PM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- 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.

Metro Districts: Building communities with amenities people love.



Millions of Coloradans are past, current, or future residents of one of 1,800+ metro districts in the state, which offer amenities people desire and public infrastructure they depend on for a functioning neighborhood.

- Amenities include parks and open spaces, trees and landscaping, trails and bike paths, playgrounds, community gardens, pools and rec centers, and much more.
- Public infrastructure includes streets, traffic mitigation, safe crosswalks, sidewalks, water and sewer lines and connections, and much more.

Responding to the surging demand for homes.

- In the next 7 years, Colorado needs to build 500,000 more places for people to live, including apartments, condos, duplexes, townhomes, and single-family homes.
- Metro districts create more affordable housing options by serving as a cost-effective public financing tool to build large-scale housing developments.
- Many metro districts are found in suburban and rural areas, where demand for new homes is high – given the availability and affordability of land.

Ensuring growth pays its own way.

- Residents of metro districts enjoy greater amenities while paying higher property taxes – a system that ensures their non-metro district neighbors are not unduly burdened.
- Our towns and cities can't cover those costs due to TABOR restrictions.
- Without metro districts, these new communities and homes would not exist.

Providing assurance through local and state regulations.

- A metro district is a form of local government that cannot form without approval from a local elected city council or county commission.
- Once formed, metro districts must adhere to local policies controlling limits on taxation, fees, and services and state laws on transparency and accountability.
- Homeowners also have oversight. They may attend public meetings and run for office, allowing them to influence metro district operations and financing.

Learn more about our work at www.metrodistricteducation.com.

The Metro District Education Coalition is a nonprofit, nonpartisan network of financial, legal, and technical experts who provide expertise on metro districts. We promote improved transparency and accountability on behalf of homeowners and advocate for best practices in the formation and operations of metro districts.



Living in a Metro District



If you live in a metro district, welcome. You're amongst friends.

- Millions of Coloradans are past, current, or future residents of one of 1,800+ metro districts in the state.
- Metro district residents typically enjoy additional amenities (like parks, trails, and pools), pay higher property taxes in exchange for these amenities, and have a local governing board of directors.

Here are three things to know about living in a metro district.

- Unlike older neighborhoods that developed parks and trails over time, metro districts front-load the financing of amenities and public improvements within a new community to keep housing attainable.
- State and local laws provide significant protections for existing homeowners, and mandate improved financial transparency and regular public disclosures.
- Each metro district is required by law to include a public website for the benefit of local homeowners and prospective homebuyers.

Extra amenities are often found in metro districts.

- Amenities include parks and open spaces, trees and landscaping, trails and bike paths, playgrounds, community gardens, pools and rec centers, and much more.
- This is probably one of the main reasons you chose your home - and without the metro district these would not exist.
- The metro district also paid for the public infrastructure including streets, sidewalks, water and sewer lines and connections, etc.

Property tax rates may be different in a metro district.

- Your city or county entered into a service agreement with your metro district in order to pay for much of the public infrastructure and amenities in your new neighborhood.
- This ensures that residents of metro districts pay for the extra benefits through higher property taxes while non-metro district neighbors are not unduly burdened.

Now let's talk about your local metro district board.

- Metro districts are a unit of government with oversight from a board of directors, similar to a city council, that can borrow money at lower interest rates, allowing infrastructure and homes to be built more efficiently and affordably.
 - Developers initially sit on the Board of Directors because there are no homes built yet.
 - As soon as six months after the first home is built, residents can run for a board seat, allowing them to participate in important decisions.
- Board responsibilities include managing district finances, overseeing construction, working with homebuilders, and coordinating with the city/county governments.
 - Oversight and involvement by residents is the best way to ensure your metro district is following best practices, just as with any unit of government.

Learn more about our work at www.metrodistricteducation.com.



Metro Districts: A Primer For Policymakers

Affordability

- Colorado's massive housing shortage can only be met through a combination of financial, policy, and regulatory tools.
 - The state is already over 500,000 housing units short between now and 2030, according to the state demographer.
 - Without metro districts, Colorado families would be forced to pay significantly higher home prices for the same quality and amenities in existing neighborhoods.
- Metro districts offer a reliable financial model to take out bonds to pay for public infrastructure and amenities, such as parks, trails, and open space.
 - Metro districts relieve cities of the need to raise taxes on existing residents in order for new amenities and public improvements in new communities.
 - Only the residents currently in a district pay higher property taxes to pay down the debt.
- Colorado residents believe it's fair for new growth to pay for itself.
 - Only residents within a metro district pay for the infrastructure (including streets, water, and sewer) and amenities through their property taxes.

Accountability

- Metro districts are a form of local government approved and overseen by a municipality and regulated by the State of Colorado.
 - A city or county must approve limits on taxation, fees, and services before a metro district can form.
 - State laws require transparency and accountability, including homebuyer notifications and homeowner protections.
 - Retiring debts on time, community engagement, and transitioning to resident-controlled boards are all best practices utilized by metro districts like Highlands Ranch and supported by MDEC.
- Metro districts are governed under Title 32 and are subject to the same laws as other special districts, such as CORA, conflict of interest, and sunshine laws.
 - Additionally, each locally-controlled metro district is required to comply with the Code of Ethics in Colorado law which are applicable to other elected officials.

Transparency

- Each metro district is required to have a public-facing website that includes contact information of board members, audited financial statements, boundary information, and other information.
- Each metro district must file an annual report to include status of construction of public improvements, audited financial statements, and other transparency measures.
- Every registered elector within a district must receive notice of upcoming metro board elections.

The Metro District Education Coalition is a nonprofit, nonpartisan network of financial, legal, and technical experts who provide expertise on metro districts. We promote improved transparency and accountability on behalf of homeowners and advocate for best practices in the formation and operations of metro districts.

Learn more about our work at www.metrodistricteducation.com.

**Tallyn's Reach Authority
Interim Claims
From 11/11/22 to 03/08/23**

Claims Paid via e-payment/bill.com

| Vendor | Ref # | Description | Date | Total Amount |
|--|-------------------|---|-------------|---------------------|
| American Eagle Protective Services LLC | 26 | Security system | 1/6/2023 | \$ 100.00 |
| American Eagle Protective Services LLC | 25 | Security system | 12/9/2022 | 425.00 |
| Arapahoe County Treasurer | Nov 8 Election #2 | Election costs | 1/6/2023 | 1,983.13 |
| Arapahoe County Treasurer | Nov 8 Election #3 | Election costs | 1/6/2023 | 5,635.58 |
| Ark Ecological Services, LLC | 3588 | Beautification: native grasses management | 1/23/2023 | 503.10 |
| Ark Ecological Services, LLC | 3586 | Beautification: native grasses management | 12/16/2022 | 5,563.38 |
| Ark Ecological Services, LLC | 3585 | Beautification: native grasses management | 12/16/2022 | 11,086.87 |
| Around the Corner Handyman LLC | 1031 | Seasonal decor | 1/6/2023 | 75.00 |
| Around the Corner Handyman LLC | 1052 | Indoor building maintenance | 2/22/2023 | 75.00 |
| Around the Corner Handyman LLC | 1003 | Indoor building maintenance | 11/23/2022 | 99.00 |
| Around the Corner Handyman LLC | 1056 | Snow removal | 2/22/2023 | 115.39 |
| Aurora Media Group | 104193 | Miscellaneous | 11/23/2022 | 55.40 |
| Aurora Media Group | 104194 | Miscellaneous | 11/23/2022 | 55.40 |
| Axiom of Purpose | 2022110125 | Election costs | 12/16/2022 | 1,793.75 |
| Brian & Michele League | Refund | Deferred revenue | 12/9/2022 | 220.00 |
| Brian Crandall | Refund | Miscellaneous | 12/16/2022 | 128.85 |
| BrightView Landscape | 8247753 | Snow removal | 2/10/2023 | 251.00 |
| BrightView Landscape | 8145178 | Landscape Contract | 12/9/2022 | 765.00 |
| BrightView Landscape | 8187650 | Landscape Contract | 12/16/2022 | 765.00 |
| BrightView Landscape | 8247207 | Snow removal | 2/10/2023 | 2,530.00 |
| BrightView Landscape | 8194143 | Snow removal | 12/16/2022 | 2,754.00 |
| BrightView Landscape | 8211032 | Snow removal | 1/6/2023 | 4,284.00 |
| BrightView Landscape | 8204982 | Snow removal | 1/6/2023 | 4,830.00 |
| BrightView Landscape | 8239777 | Snow removal | 1/23/2023 | 4,830.00 |
| BrightView Landscape | 8246638 | Snow removal | 2/10/2023 | 7,111.00 |
| BrightView Landscape | 8244151 | Tree and shrub maintenance | 2/10/2023 | 7,833.33 |
| BrightView Landscape | 8131692 | Beautification: native grasses management | 12/9/2022 | 11,679.27 |
| BrightView Landscape | 8274875 | Snow removal | 2/22/2023 | 14,408.00 |
| BrightView Landscape | 8145114 | Landscape Contract | 12/9/2022 | 19,230.00 |
| BrightView Landscape | 8187609 | Landscape Contract | 12/16/2022 | 19,230.00 |
| Bruce & Michelle Rittenhouse | Refund | General operations fees | 1/23/2023 | 220.00 |
| CenturyLink | 303-693-6017Nov22 | Telephone/access control | 12/16/2022 | 371.86 |
| CenturyLink | 303693-6017Oct22 | Telephone/access control | 12/9/2022 | 405.86 |
| Chavez Services LLC | CW-2022-174 | Flag maintenance | 1/6/2023 | 2,500.00 |
| CliftonLarsonAllen, LLP | 3441894 | Mapping | 11/23/2022 | 333.50 |
| CliftonLarsonAllen, LLP | 3481973 | Direct costs | 12/9/2022 | 605.25 |
| CliftonLarsonAllen, LLP | 3540203 | Direct costs | 2/10/2023 | 959.45 |
| CliftonLarsonAllen, LLP | 3441894 | Direct costs | 11/23/2022 | 1,168.20 |
| CliftonLarsonAllen, LLP | 3441894 | Election costs | 11/23/2022 | 1,225.00 |
| CliftonLarsonAllen, LLP | 3441894 | Billing | 11/23/2022 | 2,166.67 |
| CliftonLarsonAllen, LLP | 3481973 | Billing | 12/9/2022 | 2,166.67 |
| CliftonLarsonAllen, LLP | 3511324 | Billing | 1/6/2023 | 2,166.67 |
| CliftonLarsonAllen, LLP | 3540203 | Billing | 2/10/2023 | 2,166.67 |
| CliftonLarsonAllen, LLP | 3441894 | District Management | 11/23/2022 | 3,083.33 |
| CliftonLarsonAllen, LLP | 3481973 | District Management | 12/9/2022 | 3,083.33 |
| CliftonLarsonAllen, LLP | 3511324 | District Management | 1/6/2023 | 3,083.33 |
| CliftonLarsonAllen, LLP | 3540203 | District Management | 2/10/2023 | 3,083.33 |
| CliftonLarsonAllen, LLP | 3511324 | Direct costs | 1/6/2023 | 3,098.68 |
| CliftonLarsonAllen, LLP | 3496597 | Accounting | 12/16/2022 | 5,013.49 |
| CliftonLarsonAllen, LLP | 3441894 | Property management | 11/23/2022 | 5,250.00 |
| CliftonLarsonAllen, LLP | 3481973 | Property management | 12/9/2022 | 5,250.00 |
| CliftonLarsonAllen, LLP | 3511324 | Property management | 1/6/2023 | 5,250.00 |
| CliftonLarsonAllen, LLP | 3540203 | Property management | 2/10/2023 | 5,250.00 |
| CliftonLarsonAllen, LLP | 3467142 | Accounting | 12/9/2022 | 7,553.36 |
| CliftonLarsonAllen, LLP | 3529226 | Accounting | 1/23/2023 | 8,314.95 |
| CO Spec Dist Prop & Liab Pool | 23PL-61696-3167 | Prepaid insurance | 1/6/2023 | 22,651.00 |
| CPS Distributors | FC1222-000000305 | Irrigation repairs | 11/23/2022 | 3.02 |
| CPS Distributors | FC0123-000000299 | Irrigation repairs | 12/9/2022 | 3.02 |
| CPS Distributors | 0008818607-002 | Irrigation repairs | 12/16/2022 | 110.70 |

| | | | | |
|---|-------------------|----------------------------------|------------|-----------|
| CPS Distributors | 7518094-002 | Irrigation repairs | 11/23/2022 | 201.65 |
| CPS Distributors | 0008907756-001 | Irrigation repairs | 1/6/2023 | 250.06 |
| CPS Distributors | 0008818607-001 | Irrigation repairs | 12/16/2022 | 2,858.99 |
| Designscapes Colorado | 54481 | Beautification: flowers & shrubs | 12/16/2022 | 9,965.54 |
| Designscapes Colorado | 54482 | Beautification: flowers & shrubs | 12/16/2022 | 30,746.80 |
| Designscapes Colorado | 54483 | Monuments | 12/16/2022 | 36,698.70 |
| ET Irrigation Management Specialist LLC | 328 | Irrigation repairs | 1/31/2023 | 80.00 |
| ET Irrigation Management Specialist LLC | 319 | Irrigation repairs | 1/31/2023 | 160.00 |
| ET Irrigation Management Specialist LLC | 3282 | Irrigation repairs | 12/9/2022 | 640.00 |
| ET Irrigation Management Specialist LLC | 330 | Irrigation repairs | 1/31/2023 | 720.00 |
| ET Irrigation Management Specialist LLC | 342 | Irrigation repairs | 1/31/2023 | 720.00 |
| ET Irrigation Management Specialist LLC | 347 | Irrigation repairs | 1/31/2023 | 720.00 |
| ET Irrigation Management Specialist LLC | 329 | Irrigation repairs | 1/31/2023 | 960.00 |
| ET Irrigation Management Specialist LLC | 340 | Irrigation repairs | 1/31/2023 | 960.00 |
| ET Irrigation Management Specialist LLC | 349 | Irrigation repairs | 1/31/2023 | 960.00 |
| ET Irrigation Management Specialist LLC | 339 | Irrigation repairs | 1/31/2023 | 1,120.00 |
| ET Irrigation Management Specialist LLC | 350 | Irrigation repairs | 1/31/2023 | 1,200.00 |
| ET Irrigation Management Specialist LLC | 327 | Irrigation repairs | 1/31/2023 | 1,440.00 |
| ET Irrigation Management Specialist LLC | 331 | Irrigation repairs | 1/31/2023 | 2,000.00 |
| ET Irrigation Management Specialist LLC | 3296 | Irrigation repairs | 12/16/2022 | 5,040.00 |
| Falch & Falch Inc. | 2022-616 | Beautification: mulch refresh | 12/16/2022 | 1,427.50 |
| Heatherly Creative LLC | 14 | Website | 1/6/2023 | 300.00 |
| IMEG | 2100810401.01-5 | Retaining walls | 12/9/2022 | 230.00 |
| IMEG | 21008104.03-4 | Streets | 12/16/2022 | 700.00 |
| IMEG | 21008104.00-4 | Storm drainage | 12/16/2022 | 972.50 |
| IMEG | 21008104.00-5 | Storm drainage | 2/22/2023 | 1,470.00 |
| IMEG | 21008104.01-6 | Retaining walls | 12/16/2022 | 1,906.30 |
| IMEG | 21008104.03-3 | Streets | 12/9/2022 | 3,171.32 |
| Lyons Gaddis | 6 | Legal | 2/10/2023 | 412.50 |
| Lyons Gaddis | 4 | Legal | 12/9/2022 | 562.50 |
| Lyons Gaddis | 5 | Legal | 1/6/2023 | 4,560.50 |
| MFish Graphics LLC | 1301 | Signage | 2/10/2023 | 495.20 |
| MFish Graphics LLC | 1277 | Signage | 11/23/2022 | 1,120.65 |
| MFish Graphics LLC | 1302 | Signage | 1/23/2023 | 13,268.58 |
| MFish Graphics LLC | 1303 | Signage | 2/10/2023 | 13,268.58 |
| Radiant Lighting Services Inc. | 11477A | Lighting/electrical repairs | 11/23/2022 | 84.36 |
| Radiant Lighting Services Inc. | 11609A | Lighting/electrical repairs | 11/23/2022 | 135.05 |
| Radiant Lighting Services Inc. | 96108A | Lighting/electrical repairs | 11/23/2022 | 150.00 |
| Radiant Lighting Services Inc. | 96109A | Lighting/electrical repairs | 12/9/2022 | 150.00 |
| Radiant Lighting Services Inc. | 9610.10A | Lighting/electrical repairs | 12/16/2022 | 150.00 |
| Radiant Lighting Services Inc. | 6310.11A | Lighting/electrical repairs | 1/23/2023 | 150.00 |
| Radiant Lighting Services Inc. | 12144A | Lighting/electrical repairs | 2/22/2023 | 181.98 |
| Rocky Mountain Flag Company LLC | 19400 | Flag maintenance | 12/16/2022 | 85.00 |
| SavATree | 11667369 | Seasonal decor | 1/6/2023 | 1,767.00 |
| SavATree | 11667370 | Seasonal decor | 1/6/2023 | 11,753.00 |
| Signs By Tomorrow- Aurora | Aurora45645 | Signage maintenance | 2/10/2023 | 140.27 |
| Stewart Oxygen Services Inc. | 101322 | Common area maintenance | 11/23/2022 | 75.00 |
| Veteran Guardians LLC | INV-1100 | Security | 2/10/2023 | 120.00 |
| Waste Management of Denver | 1997760-0178-6 | Trash removal | 1/27/2023 | 107.81 |
| Waste Management of Denver | 1961069-0178-4 | Trash removal | 12/16/2022 | 612.64 |
| Waste Management of Denver | 2033299-0178-9 | Trash removal | 2/22/2023 | 612.64 |
| Waste Management of Denver | 1925683-0178-7 | Trash removal | 12/9/2022 | 617.64 |
| White Bear Ankele Tanaka & Waldron | 26216 | Election costs | 2/22/2023 | 822.56 |
| White Bear Ankele Tanaka & Waldron | 25225 | Election costs | 12/16/2022 | 1,601.56 |
| White Bear Ankele Tanaka & Waldron | 25733 | Election costs | 1/23/2023 | 1,735.84 |
| White Bear Ankele Tanaka & Waldron | 24743 | Election costs | 12/9/2022 | 2,808.50 |
| White Bear Ankele Tanaka & Waldron | 26216 | Legal | 2/22/2023 | 5,201.96 |
| White Bear Ankele Tanaka & Waldron | 25733 | Legal | 1/23/2023 | 6,829.72 |
| White Bear Ankele Tanaka & Waldron | 24743 | Legal | 12/9/2022 | 7,465.61 |
| White Bear Ankele Tanaka & Waldron | 25225 | Legal | 12/16/2022 | 14,120.42 |
| William Georgia | Refund | Deferred revenue | 12/9/2022 | 200.00 |
| Xcel Energy | 53-1997809-9Oct22 | Gas and electric | 12/9/2022 | 788.32 |
| Xcel Energy | 53-1997809-9Nov22 | Gas and electric | 1/23/2023 | 1,033.74 |
| Xcel Energy | 53-1997809-9Dec22 | Gas and electric | 2/22/2023 | 1,080.07 |
| Xcel Energy | 53-1997809-9Sep22 | Gas and electric | 12/9/2022 | 1,179.28 |
| YMCA of Metropolitan Denver | 112022-TR | Clubhouse maintenance supplies | 1/6/2023 | 19.52 |
| YMCA of Metropolitan Denver | 112022-TR | Security | 1/6/2023 | 68.60 |
| YMCA of Metropolitan Denver | 102022-TR | Pest control | 12/9/2022 | 69.00 |

| | | | | |
|-----------------------------|-------------|-----------------------------------|-----------|----------|
| YMCA of Metropolitan Denver | 122022-TR | Security | 2/10/2023 | 74.77 |
| YMCA of Metropolitan Denver | 092022-TR | Pest control | 1/23/2023 | 138.00 |
| YMCA of Metropolitan Denver | 122022-TR | Pest control | 2/10/2023 | 146.28 |
| YMCA of Metropolitan Denver | 102022-TR | Security | 12/9/2022 | 217.60 |
| YMCA of Metropolitan Denver | 112022-TR | Janitorial/housekeeping | 1/6/2023 | 300.00 |
| YMCA of Metropolitan Denver | 122022-TR | Janitorial/housekeeping | 2/10/2023 | 300.00 |
| YMCA of Metropolitan Denver | 102022-TR | Janitorial/housekeeping | 12/9/2022 | 400.00 |
| YMCA of Metropolitan Denver | 122022-TR | Indoor building maintenance | 2/10/2023 | 405.68 |
| YMCA of Metropolitan Denver | 092022-TR | Security | 1/23/2023 | 530.00 |
| YMCA of Metropolitan Denver | 092022-TR | Janitorial/housekeeping | 1/23/2023 | 700.00 |
| YMCA of Metropolitan Denver | 112022-TR | Indoor building maintenance | 1/6/2023 | 846.00 |
| YMCA of Metropolitan Denver | 102022-TR | Indoor building maintenance | 12/9/2022 | 993.41 |
| YMCA of Metropolitan Denver | 092022-TR | Indoor building maintenance | 1/23/2023 | 1,033.64 |
| YMCA of Metropolitan Denver | 092022-TR | Pool chemicals | 1/23/2023 | 1,186.40 |
| YMCA of Metropolitan Denver | 102022-TR | Clubhouse and district management | 12/9/2022 | 2,425.00 |
| YMCA of Metropolitan Denver | 112022-TR | Clubhouse and district management | 1/6/2023 | 2,425.00 |
| YMCA of Metropolitan Denver | 092022-TR | Clubhouse and district management | 1/23/2023 | 2,425.00 |
| YMCA of Metropolitan Denver | 122022-TR | Clubhouse and district management | 2/10/2023 | 2,774.00 |
| YMCA of Metropolitan Denver | 072022-TRST | Pool Contract | 12/9/2022 | 3,000.00 |
| YMCA of Metropolitan Denver | 102022-TR | Pool chemicals | 12/9/2022 | 3,388.63 |

TOTAL

| | |
|-----------|-------------------|
| <u>\$</u> | <u>451,887.16</u> |
|-----------|-------------------|

Claims Paid via ACH

| | | | | | |
|--------------|--------|-------------|------------|----|----------|
| Aurora Water | Oct-22 | Water/sewer | 11/29/2022 | \$ | 3,206.49 |
| Aurora Water | Nov-22 | Water/sewer | 12/29/2022 | | 1,094.12 |
| Aurora Water | Dec-22 | Water/sewer | 2/1/2023 | | 1,028.86 |
| Aurora Water | Jan-23 | Water/sewer | 3/1/2023 | | 1,056.67 |

| | |
|-----------|-----------------|
| <u>\$</u> | <u>6,386.14</u> |
|-----------|-----------------|

| | |
|-------------|-------------------|
| Grand Total | <u>458,273.30</u> |
|-------------|-------------------|

TALLYN'S REACH AUTHORITY
FINANCIAL STATEMENTS
DECEMBER 31, 2022

TALLYN'S REACH AUTHORITY
BALANCE SHEET - GOVERNMENTAL FUNDS
DECEMBER 31, 2022

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| | General | Capital Projects | Total |
|--|-----------------------|-----------------------------|-------------------------|
| ASSETS | | | |
| Cash - Checking | \$ 205,614 | \$ - | \$ 205,614 |
| Colotrust | 99,888 | 584,501 | 684,389 |
| Colotrust Edge | - | 507,874 | 507,874 |
| Accounts receivable | 637,773 | - | 637,773 |
| Prepaid insurance | 6,222 | - | 6,222 |
| TOTAL ASSETS | \$ 949,497 | \$ 1,092,375 | \$ 2,041,872 |
| LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES | | | |
| CURRENT LIABILITIES | | | |
| Accounts payable | \$ 123,810 | \$ - | \$ 123,810 |
| Total Liabilities | 123,810 | - | 123,810 |
| DEFERRED INFLOWS OF RESOURCES | | | |
| Prepaid assessments | 14,645 | - | 14,645 |
| Deferred revenue | 532,100 | - | 532,100 |
| Total Deferred Inflows of Resources | 546,745 | - | 546,745 |
| FUND BALANCES | | | |
| Total Fund Balances | 278,942 | 1,092,375 | 1,371,317 |
| TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES | \$ 949,497 | \$ 1,092,375 | \$ 2,041,872 |

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

TALLYN'S REACH AUTHORITY
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN NET POSITION - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2022

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GENERAL FUND

| | <u>Annual Budget</u> | <u>Year to Date Actual</u> | <u>Variance</u> |
|---|----------------------|--------------------------------|-------------------|
| REVENUE | | | |
| General operations fees | \$ 1,587,520 | \$ 1,577,696 | \$ (9,824) |
| Sanctuary assessments | 285,600 | 285,600 | - |
| Transfer from TRMD No. 2 | 250,000 | 250,000 | - |
| Transfer from TRMD No. 3 | 250,000 | 250,000 | - |
| Clubhouse rental income | 2,500 | 22,000 | 19,500 |
| Interest income | 1,000 | 6,093 | 5,093 |
| Other revenue | 1,000 | 37,396 | 36,396 |
| Pool keys | 500 | 800 | 300 |
| Legal/late/collection income | - | 12,386 | 12,386 |
| Penalties | - | 24,116 | 24,116 |
| TOTAL REVENUE | <u>2,378,120</u> | <u>2,466,087</u> | <u>87,967</u> |
| EXPENDITURES | | | |
| General and administration | 333,200 | 350,967 | (17,767) |
| Operations expenses | 177,000 | 145,961 | 31,039 |
| Grounds expenses | 1,059,500 | 1,048,943 | 10,557 |
| Recreation expenses | 249,320 | 220,844 | 28,476 |
| Utilities expenses | 299,000 | 274,863 | 24,137 |
| TOTAL EXPENDITURES | <u>2,118,020</u> | <u>2,041,578</u> | <u>76,442</u> |
| EXCESS OF REVENUES OVER (UNDER) EXPENDITURES | 260,100 | 424,509 | 164,409 |
| OTHER FINANCING SOURCES (USES) | | | |
| Transfers to other fund | (500,000) | (500,000) | - |
| TOTAL OTHER FINANCING SOURCES (USES) | (500,000) | (500,000) | - |
| NET CHANGE IN FUND BALANCE | (239,900) | (75,491) | 164,409 |
| FUND BALANCE - BEGINNING | <u>399,520</u> | <u>354,432</u> | <u>(45,088)</u> |
| FUND BALANCE - ENDING | <u>\$ 159,620</u> | <u>\$ 278,941</u> | <u>\$ 119,321</u> |

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

TALLYN'S REACH AUTHORITY
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN NET POSITION - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2022

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GENERAL FUND

| EXPENDITURES | <u>Annual Budget</u> | <u>Year to Date Actual</u> | <u>Variance</u> |
|--|----------------------|--------------------------------|-----------------|
| General and administration | | | |
| Election expense | \$120,000 | \$86,197 | \$33,803 |
| Legal services | 45,000 | 89,189 | (44,189) |
| Accounting | 44,000 | 63,763 | (19,763) |
| Authority management | 37,000 | 37,000 | - |
| Billing | 26,000 | 26,000 | - |
| Insurance and bonds | 26,000 | 24,570 | 1,430 |
| Authority mapping services | 14,000 | 9,732 | 4,268 |
| Auditing | 10,700 | 10,700 | - |
| Miscellaneous | 5,000 | (48) | 5,048 |
| Website/Newsletter | 2,500 | 600 | 1,900 |
| Dues and licenses | 2,500 | 3,264 | (764) |
| Banking fees | 500 | - | 500 |
| Total General and administration | <u>333,200</u> | <u>350,967</u> | <u>(17,767)</u> |
| Operations expenses | | | |
| Property management | 63,000 | 63,000 | - |
| Operations legal services | 40,000 | 36,819 | 3,181 |
| Engineering | 35,000 | 9,380 | 25,620 |
| Legal collections | 24,000 | 10,639 | 13,361 |
| Direct costs - postage, mailing, mileage, etc. | 15,000 | 26,124 | (11,124) |
| Total Operations expenses | <u>177,000</u> | <u>145,962</u> | <u>31,038</u> |
| Grounds expenses | | | |
| Landscape management | 257,000 | 242,940 | 14,060 |
| Beautification: flowers & shrubs | 200,000 | 180,835 | 19,165 |
| Beautification: native grasses management | 100,000 | 92,086 | 7,914 |
| Tree maintenance | 92,000 | 102,811 | (10,811) |
| Irrigation management | 85,000 | 86,647 | (1,647) |
| Snow removal | 60,000 | 65,566 | (5,566) |
| Irrigation repairs | 45,000 | 99,816 | (54,816) |
| Winter watering | 36,000 | 3,200 | 32,800 |
| Annual flowers | 35,500 | 44,938 | (9,438) |
| Perennial bed maintenance | 25,000 | - | 25,000 |
| Seasonal décor | 20,000 | 13,595 | 6,405 |
| Retention/Detention ponds maintenance | 20,000 | 20,000 | - |
| Signage maintenance | 20,000 | 55,544 | (35,544) |
| Beautification: mulch refresh | 20,000 | 21,411 | (1,411) |
| Beauty band mowing | 10,000 | 1,984 | 8,016 |
| Community donations | 7,000 | - | 7,000 |
| Lighting/electrical repairs | 6,000 | 3,423 | 2,577 |
| Miscellaneous common area maintenance | 5,000 | 3,883 | 1,117 |
| Retaining walls | 5,000 | - | 5,000 |
| Beautification: wood posts maintenance | 5,000 | - | 5,000 |
| Pest control | 3,000 | 1,614 | 1,386 |
| Flag maintenance | 2,000 | 8,648 | (6,648) |
| Fountain maintenance | 1,000 | - | 1,000 |
| Total Grounds expenses | <u>1,059,500</u> | <u>1,048,941</u> | <u>10,559</u> |

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

TALLYN'S REACH AUTHORITY
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN NET POSITION - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2022

332

GENERAL FUND

| | <u>Annual Budget</u> | <u>Year to Date Actual</u> | <u>Variance</u> |
|--------------------------------|----------------------|--------------------------------|------------------|
| Recreation expenses | | | |
| Pool contract | 101,520 | 104,520 | (3,000) |
| Pool repairs | 20,000 | 8,868 | 11,132 |
| Pool chemicals | 12,000 | 12,592 | (592) |
| Pool furniture | 15,000 | 18,795 | (3,795) |
| Pool equipment | 5,000 | 1,147 | 3,853 |
| Kiddie pool | 5,000 | - | 5,000 |
| Storage building/Pool house | 2,000 | - | 2,000 |
| Security system | 6,000 | 10,003 | (4,003) |
| Clubhouse maintenance supplies | 3,000 | 153 | 2,847 |
| Indoor building maintenance | 12,000 | 11,283 | 717 |
| Outside building maintenance | 10,000 | 725 | 9,275 |
| Janitorial/housekeeping | 7,000 | 5,210 | 1,790 |
| Tennis court maintenance | 1,500 | - | 1,500 |
| Playground equipment | 800 | - | 800 |
| Telephone/access control | 5,000 | 4,406 | 594 |
| Events | 3,000 | 2,863 | 137 |
| Pool management | 29,100 | 32,920 | (3,820) |
| Trash removal | 6,400 | 7,358 | (958) |
| Supplies other | 5,000 | - | 5,000 |
| Total Recreation expenses | <u>249,320</u> | <u>220,843</u> | <u>28,477</u> |
| Utilities expenses | | | |
| Water/sewer | 286,000 | 250,337 | 35,663 |
| Gas/electric | 13,000 | 24,526 | (11,526) |
| Total Utilities expenses | <u>299,000</u> | <u>274,863</u> | <u>24,137</u> |
| TOTAL EXPENDITURES | <u>\$ 2,118,020</u> | <u>\$ 2,041,576</u> | <u>\$ 76,444</u> |

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

SUPPLEMENTARY INFORMATION

TALLYN'S REACH AUTHORITY
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2022

334

CAPITAL PROJECTS FUND

| | <u>Annual Budget</u> | <u>Year to Date Actual</u> | <u>Variance</u> |
|---|--------------------------|--------------------------------|-------------------|
| REVENUES | | | |
| Interest income | \$ 1,000 | \$ 16,578 | \$ 15,578 |
| TOTAL REVENUES | <u>1,000</u> | <u>16,578</u> | <u>15,578</u> |
| EXPENDITURES | | | |
| Wood post replacement | 30,000 | - | 30,000 |
| Xeriscaping | 150,000 | 115,726 | 34,274 |
| Monuments | 60,000 | 42,767 | 17,233 |
| Tree replacements | 265,000 | - | 265,000 |
| Picnic tables & park benches | 10,000 | 7,337 | 2,663 |
| Trails upgrades | 5,000 | - | 5,000 |
| Pool repairs | 15,000 | 7,800 | 7,200 |
| Pool improvements | 10,000 | - | 10,000 |
| Clubhouse improvements | 5,000 | 11,505 | (6,505) |
| Irrigation upgrades | 30,000 | 22,638 | 7,362 |
| Retaining walls | 5,000 | 10,186 | (5,186) |
| Native grass maintenance/upgrades | 50,000 | 38,628 | 11,372 |
| Streets | 10,000 | 15,741 | (5,741) |
| Storm drainage | - | 1,893 | (1,893) |
| TOTAL EXPENDITURES | <u>645,000</u> | <u>274,221</u> | <u>370,779</u> |
| EXCESS OF REVENUES OVER (UNDER) EXPENDITURES | (644,000) | (257,643) | 386,357 |
| OTHER FINANCING SOURCES (USES) | | | |
| Transfers from other funds | 500,000 | 500,000 | - |
| TOTAL OTHER FINANCING SOURCES (USES) | <u>500,000</u> | <u>500,000</u> | <u>-</u> |
| NET CHANGE IN FUND BALANCES | (144,000) | 242,357 | 386,357 |
| FUND BALANCES - BEGINNING | <u>862,994</u> | <u>850,018</u> | <u>(12,976)</u> |
| FUND BALANCES - ENDING | <u>\$ 718,994</u> | <u>\$ 1,092,375</u> | <u>\$ 373,381</u> |

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

TALLYNS REACH AUTHORITY
Schedule of Cash Position
Updated as of March 8, 2023

| | <u>General Fund</u> | <u>Capital Fund</u> | <u>Total</u> |
|--|-----------------------------|-------------------------------|-------------------------------|
| <u>1st Bank Checking</u> | | | |
| Balance as of 12/31/22 | \$ 205,614.14 | \$ - | \$ 205,614.14 |
| Subsequent activities: | | | |
| 01/06/23 - Bill.com Payables | (76,877.07) | - | (76,877.07) |
| 01/23/23 - Bill.com Payables | (40,913.97) | - | (40,913.97) |
| 01/27/23 - Bill.com Payables | (107.81) | - | (107.81) |
| 01/31/23 - Bill.com Payables | (11,040.00) | - | (11,040.00) |
| 01/31/23 - Aurora Water autopay | (778.63) | - | (778.63) |
| 01/31/23 - Bill.com Voids | 11,180.27 | - | 11,180.27 |
| 01/31/23 - January Assessments | 313,676.76 | - | 313,676.76 |
| 01/31/23 - PNP Deposits in-transit | 130,389.51 | - | 130,389.51 |
| 02/01/23 - Aurora Water autopay | (250.23) | - | (250.23) |
| 02/10/23 - Bill.com Payables | (46,322.06) | - | (46,322.06) |
| 02/23/23 - Bill.com Payables | (22,497.60) | (1,470.00) | (23,967.60) |
| 02/24/23 - Aurora Water rebate | 7,957.38 | - | 7,957.38 |
| 02/24/23 - Oil & Gas rebate | 12,747.97 | 114,731.72 | 127,479.69 |
| 02/28/23 - February Assessments | 63,894.32 | - | 63,894.32 |
| 02/28/23 - PNP Deposits in-transit | 5,298.43 | - | 5,298.43 |
| 03/01/23 - Aurora Water autopay | (1,056.67) | - | (1,056.67) |
| 03/08/23 - March Assessments, net | 1,764.15 | - | 1,764.15 |
| <i>Anticipated Transfer to ColoTrust</i> | (287,088.28) | (112,911.72) | (400,000.00) |
| <i>Anticipated Transfer from Tallyn's Reach MD No. 3</i> | 700.00 | - | 700.00 |
| <i>Anticipated Transfer from Fieldstone</i> | 33,556.63 | - | 33,556.63 |
| <i>Anticipated Bill.Com Payables</i> | (43,894.71) | (350.00) | (44,244.71) |
| <i>Anticipated Balance</i> | <u>\$ 255,952.53</u> | <u>\$ -</u> | <u>\$ 255,952.53</u> |
| <u>ColoTrust</u> | | | |
| Balance as of 12/31/22 | \$ 99,888.09 | \$ 584,500.74 | \$ 684,388.83 |
| Subsequent activities: | | | |
| 01/31/23 - Interest income | 387.28 | 2,266.22 | 2,653.50 |
| 02/28/23 - Interest income | 365.07 | 2,136.25 | 2,501.32 |
| <i>Anticipated Transfer from Checking</i> | 287,088.28 | 112,911.72 | 400,000.00 |
| <i>Anticipated Balance</i> | <u>\$ 387,728.72</u> | <u>\$ 701,814.93</u> | <u>\$ 1,089,543.65</u> |
| <u>ColoTrust Edge</u> | | | |
| Balance as of 12/31/22 | \$ - | \$ 507,873.97 | \$ 507,873.97 |
| Subsequent activities: | | | |
| 01/31/23 - Interest income | - | 2,278.82 | 2,278.82 |
| 02/28/23 - Interest income | - | 1,200.04 | 1,200.04 |
| <i>Anticipated Balance</i> | <u>\$ -</u> | <u>\$ 511,352.83</u> | <u>\$ 511,352.83</u> |
| <i>Total Anticipated Balances</i> | <u>\$ 643,681.25</u> | <u>\$ 1,213,167.76</u> | <u>\$ 1,856,849.01</u> |

Yield Information @ 12/31/22:

Colostrust Plus - 4.2999%
Colostrust Edge - 3.8958%



MCCAFFERY
RESERVE CONSULTING

15 YEARS-10,000 STUDIES

February 20, 2023

Dear Board of Directors,

Thank you for considering McCaffery Reserve Consulting for the preparation of your reserve study. We provide professional easy to understand reserve studies for common interest developments of all types and sizes. When you compare our pricing and report to the competition the choice becomes easy!

- Our reports include above and beyond what is required to comply with State Statutes and the National Standards.
- Our reports are accurate, professional and easy to understand. They also include color pictures and are superior to our competitors. Reports include multiple customizable funding plans. A sample report and additional information on our company can be found on our website at www.mccafferyreserveconsulting.com
- All of our inspections and reports are completed or reviewed by a CAI certified Reserve Specialist with a degree in architectural engineering. Our firm has performed over 10,000 reserve studies. We complete all studies within a maximum of 10 working days from the date of the site inspection and receipt of required information.
- Customer Service and satisfaction are the primary objectives of our company and we will do whatever is necessary to assure our clients are satisfied.
- We are a growing business and are always looking for new clients; because of this we provide professional studies at a lower cost than our competitors. In fact, **if you receive a bid to perform your study at a lower cost than ours please contact us and we will match the price in most cases.**

This proposal provides the option of selecting a study with or without an on-site inspection. If the proposal is acceptable please sign it and fax or mail it back to us. If you have any questions or concerns please give us a call. We look forward to performing your reserve study and creating a lasting business relationship with your association.

Sincerely,

Brian McCaffery,
CAI Certified Reserve Specialist #104

PROFESSIONAL • COST EFFECTIVE • RESERVE STUDIES

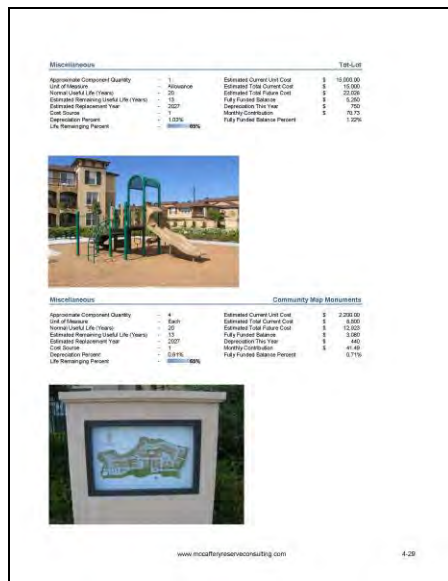
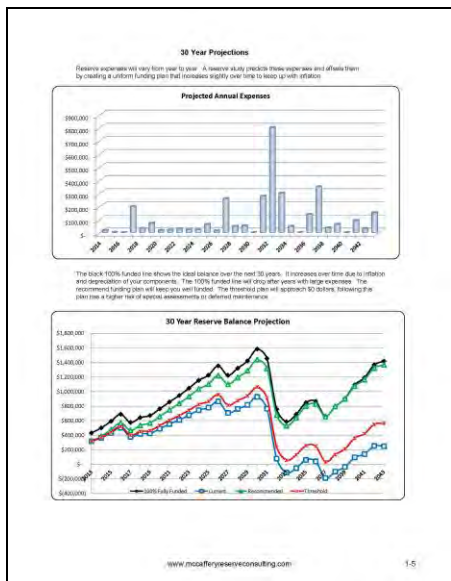
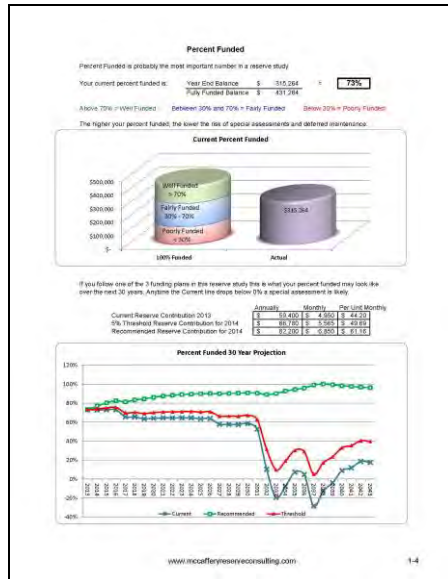
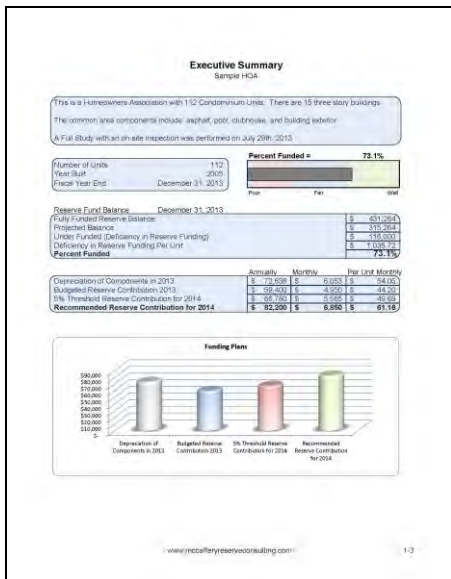
1044 Arcadia Rd • Encinitas, CA 92024 • Ph: 858-764-1895 • Fx: 800-436-3816
www.mccafferyreserveconsulting.com • brian@mccafferyreserveconsulting.com

OUR REPORTS SET US APART FROM THE COMPETITION

We understand reserve studies can be difficult for board members and homeowners to understand. Even our reserve specialists find it hard to follow the reports of other firms. Our reports include descriptions and color graphs so they are easy to follow.

Please view a full sample report at:

<http://www.mccafferyreserveconsulting.com/sample-reserve-study>



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MCCAFFERY
RESERVE CONSULTING
 15 YEARS-10,000 STUDIES

February 20, 2023

This is an agreement between McCaffery Reserve Consulting (MRC) and the client:

Tallyn’s Reach
 C/o Celeste Terrell

The client agrees to pay MRC for services described herein a sum of:
 (Please select **one** of the following options by marking the corresponding box)

- Level I – Full Study with site inspection and quantification of components..... () **\$2,150**
 - or** Level II – Update **with site inspection** using quantities from past study..... () **\$1,999**
 - or** Level III - Update without an on-site inspection () **\$425**
- For detailed description of the 3 types of studies visit: www.mccafferyreserveconsulting.com/services

Services

MRC will perform a reserve study for the client, which will include the following. If a full study with on-site inspection is selected MRC will physically observe and photograph the developments accessible common area components to be included in the study and generate a component list. If an update is selected MRC will review a previous reserve study provided by the client and will rely on the component listing from the previous reserve study.

MRC will then analyze findings, perform calculations, and generate component lists needed to complete the reserve study. MRC will meet with any necessary parties at the property at the time of the observation if a full study is selected. MRC employee’s attendance at any additional meeting will require an additional cost.

An initial component summary draft will be delivered by e-mail, fax, or mail to the client. This draft is for review by any concerned parties. One set of adjustments can be made to the original draft within 30 days after initial submission. Additional adjustments will be charged at \$30.00 per 15 minutes. Upon client approval of the draft, an electronic pdf of the report will sent. A hard copy will also be sent if requested. Additional hard copies will be available for \$25.00 each.

The final report shall include: reserve study preface and glossary, executive summary, component listing, component normal and estimated remaining life, estimated current and future repair and replacement costs, recommended reserve balance at fiscal year end, percentage of actual cash verses recommended, recommend annual reserve contribution, thirty year funding plans, thirty year estimated annual component expenses, thirty year balance projection graph, thirty year projected annual expenditures graph, individual component details, and color photos of selected components.

Payment

50% of the balance will be due upon acceptance of this agreement. The remaining balance is due upon delivery of the final report or within 35 days of the submission of the initial draft, whichever comes first. Balances not paid within this time frame will be charged an additional 15% for each 30 days that they are past due. Checks will be made payable to McCaffery Reserve Consulting.

The report will attempt to determine the estimated remaining useful life of the components that can be visually observed. The study will not be a guarantee or warranty, or a recommendation to purchase. Estimated remaining useful lives are calculated with reasonable consideration for weather conditions. Natural disasters, including seismic activity will not be addressed in this report. Reserve Funding for earthquake damages and other disasters exceeds the scope of the study. We recommend the development consider additional insurance to cover unforeseen disasters. We assume the components of the association will receive proper maintenance. The report is expressly for the use of the client and only for the purpose of planning for reserve funding.

In providing the opinions of probable construction costs, the client understands that MRC has no control over costs or the price of labor, equipment or materials, or over the contractor’s method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of MRC’s qualifications and experience. MRC makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

Because the reserve study is a projection, the estimated lives and costs of components will likely change over time depending on a variety of factors such as; future inflation rates and levels of maintenance applied by future boards, unknown defects in materials that may lead to premature failures, etc. As a result, some components may experience longer lives while others will experience premature failures. Some components may cost less at the time of replacement due to changes in manufacturing methods while others may cost more due to material shortages or high demand. All future projections are therefore theoretical and the reserve study should be updated annually.

MRC will make a reasonable effort to ensure that the report will be accurate. This study does not preclude errors resulting from unforeseen conditions or circumstances. The scope of the report is expressly limited to the components described therein. MRC will obtain certain information, documentation and materials from the association agent and the reserve study is based upon the accuracy of such information. Material inaccuracies could adversely affect the reserve study. MRC is not responsible for such inaccuracies. This study is limited to a visual observation. There will be neither destructive testing nor inspection of the interior of private units; floors, wall or ceiling cavities, or structural elements. It will be assumed that the components have been constructed per original construction documents and comply with applicable codes. This study is not designed to uncover latent or patent defects. Estimates represent replacement of a component with similar materials unless otherwise noted. Local building codes will not be researched to determine whether or not current ordinances will permit the replacement of any component with components of like material. The estimates will not take into account the abbreviated useful life of a component as a result of its original construction, installation, or design. MRC is not responsible for any claims, demands, or damages arising out of the discovery of asbestos, radon or any environmental claims, demands or damages. MRC does not assume any liability for damages which may result from the study. MRC is not responsible for conditions this report fails to disclose. The information contained in this study will be deemed reliable as of the date of this study, but is not guaranteed.

The client agrees to release MRC from any claims, demands or damages. The client, in consideration of MRC performing the reserve study, hereby agrees to indemnify, defend and hold harmless MRC from and against any and all liability, damages, losses, claims, demands, or lawsuits arising out of or relating to this reserve study.

The information contained within the report will be assembled in conjunction with the client and is intended to assist the client with its reserve planning. MRC does not guarantee, either explicitly or implied, that all repair and replacement items have been identified, the accuracy of the probable costs or the product lives associated with these items.

For contract to be valid it must be signed and received by MRC within 180 days of date herein.

By signing client agrees to all of the above terms

Printed Name _____ Date _____

Signature _____ Phone _____



Est. 1986

ASSOCIATION RESERVES™

Planning For The Inevitable™

Over 45,000 Reserve Studies Nationwide

340

Reserve Study Bid Proposal



| | |
|---|----|
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| Client Map and Testimonials | 15 |



January 30, 2023

Tallyn's Reach Authority - 47446-0a
c/o Celeste Terrell
CliftonLarsonAllan LLP (CLA)
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Subject: Bid Options for 1700 units in Aurora, CO

Dear Celeste,

Thank you for requesting a Reserve Study proposal from Association Reserves. We recognize that you have a choice of Reserve Study providers and want to make sure you understand the many benefits of working with our company:

- Your Reserve Study will be prepared in accordance with National Reserve Study Standards™ by a credentialed Reserve Specialist™
- Our complete, accurate, and user friendly 30-year Reserve Studies include a full cover photographic inventory for reports involving site inspections.
- Your Report (and other files) will be posted securely online for easy, anytime access
- Clients will have a year of free access to our proprietary [uPlanIt®](#) cloud-based software and spreadsheets. This will allow clients with the ability to adjust and supplement the Reserve Study data.
- All files relating to your component report are included with our reports.

When you're ready for the next step, simply sign and return the Agreement along with a 50% deposit. Our office will then contact you regarding the next steps in the process, such as scheduling the site inspection and collecting any documents needed. Please don't hesitate to contact us if you have any questions, or would like any additional information. We hope to hear from you soon!

Sincerely,

Bryan Farley, RS
President
Association Reserves – Colorado

Pricing Options

January 30, 2023

#47446-0a Tallyn's Reach Authority

| | 12 Week Delivery | 8 Week Delivery | 4 Week Delivery |
|--|------------------|-----------------|-----------------|
| With Site Visit Full /Or With Site Visit Update | \$3,850 | \$4,100 | \$6,150 |
| No Site Visit Update | \$1,890 | \$2,100 | \$3,150 |
| Loyalty Update Plan* | | \$5,100 | |

- A **Full-With Site Visit Reserve Study** is required when the client has no prior Reserve Study, or wishes to start “from scratch” with a completely new study, including measurements and full-color photographic inventory.
- A **With Site Visit Update Reserve Study** can be chosen when the client has a prior, professionally completed Reserve Study that can be updated, based on visual observations, with no re-measuring. The report will include a full-color photographic inventory.
- A **No Site Visit Update Reserve Study** can be chosen when the client has a prior, professionally completed Reserve Study, with measurements, that can be updated based on a series of interviews.
- A **Loyalty Update Plan** includes one Full Reserve Study (or With Site Visit) and two \$500 No-Site-Visit Reserve Study Updates delivered over three consecutive years with an (8) week turnaround. The total fee is charged once, at the beginning of the three year engagement. **This is our most popular selection.*

Prices are valid for 90 days

Agreement between Association Reserves and Tallyn's Reach Authority

1. Please, circle fee associated with the desired pricing and indicate the nature of this agreement

Fee \$ _____ Turnaround Time _____ Weeks For the FY beginning ___/___/___

2. Obtain a Boardmember signature

We, the undersigned, understand that the Reserve Study being prepared will identify and address the normal deterioration of properly built and installed components with predictable life expectancies. Inspecting for construction defects, performing destructive testing to search for hidden issues (such as plumbing or electrical problems), environmental hazards (asbestos, radon, lead, etc.), or accounting for unpredictable acts of nature are all outside our scope of work. We understand that the above Fee is based on the accuracy of how the Association was described to Association Reserves in our Request for Proposal. If this is not found to be a true representation of our common area maintenance responsibilities, Association Reserves reserves the right to negotiate an adjusted fee for our services. Association Reserves liability in any matter involving this Reserve Study is limited to our Fee for services rendered.

Print Name: _____ Company/Title: _____

Signature: _____ Date: _____

3. Return this agreement to us, along with a check made payable to Association Reserves

- Circle fee associated with the desired level of service and turnaround time and email: arco@reservestudy.com
- Sign agreement and return check to: 1301 Arapahoe St. Suite #302 – Golden, CO 80401 (or pay via [Credit Card](#))
- All professional Reserve Studies require a 50% deposit with the final 50% balance due upon initial delivery of the Reserve Study
- **Delivery turnaround time will start once the 50% deposit and signed agreement is received**

Deliverables

From the founding of our company, our focus has been on creating a useful, reliable document that can be picked up and understood by any Board member, resident, or property manager. The Reserve Study will help our clients plan for the inevitable and improve their future. Upon completion of the Reserve Study, the Association will receive the following:

- **Electronic copy:** A digital version of the entire Reserve Study document is delivered securely by email in PDF form. We also post the completed study to a password-protected location on our website, where association representatives can view and download the entire study, Executive Summary section and funding plan software file.
- **Meetings:** Our Full and WSV services include a pre-site inspection meeting onsite with the board and management to discuss the scope of work and answer any questions (can be done virtually). After completion, we will gladly host a virtual meeting via Zoom to help explain the process, outcomes, and other key details found within a Reserve Study. The Reserve Study document is shown on-screen, and our staff will walk you through the document, explaining key terminology, reviewing the component list and explaining how we formulate our recommendations in a study.
- **Funding plan software:** [uPlanIt](#) is a powerful interactive online tool that enhances a Reserve Study by giving Clients absolute control of their Reserve funding information. Designed by experts and available for a year free to our clients with every professional Reserve Study engagement, uPlanIt gives real-time answers to all your “what-if” Reserve funding scenarios. uPlanIt allows clients to consider a variety of conditions throughout the reserve budget process, forecast the potential impact on the funding plan, and test and validate their budget decisions. Whether you want to change the contribution level, adjust replacement costs, or postpone certain projects, you’ll be able to foresee the outcome. Results are delivered in an assortment of insightful charts & tables. Includes a year subscription with every professional Reserve Study and has 24-7 access to “what-if” scenarios in real time, even during budget meetings!



- **Video presentation:** We will provide a brief video presentation of a Reserve Study to help explain the outcomes and provide more background information. The Reserve Study document is shown on-screen, and you’ll hear our staff describe the key financial details, review the component list, and explain how we formulate our recommendations in the study. This is ideal for sharing at Board meetings, annual association events, etc.
- **Loyalty Update Plan:** The plan includes three Reserve Studies prepared over three consecutive years. The "Level of Service" can be completed in any order (Full, NSV, NSV) or (NSV, WSV, NSV), etc. The fee is charged only once, at the beginning of the three-year engagement.
- **Complimentary revisions:** We will gladly revise the study at no charge to the client for a period of up to **60 days** following delivery of the completed study if there is a material error or discrepancy identified within the study.
- **Printed copies, upon request:** Printed copies are available upon request.
- **Additional services:** Association Reserves can also provide additional consulting work, attend association meetings, re-visit the property for follow-up inspections, etc. Additional labor charges will be billed at a rate of \$200.00/hour, including travel to and from the meeting. Please contact us directly for more specific information and requests for additional services.

Enjoy Free Access to our Online Software!

(Click [here](#) for an online demo of uPlanIt)



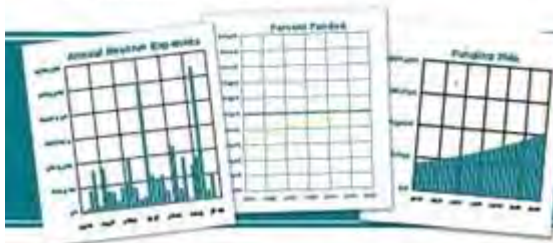
MORE ANSWERS, LESS HEADACHES



uPlanIt is a powerful interactive online tool that allows our Clients to run faster, jump higher, and leap tall buildings in a single bound!

Okay, maybe we're exaggerating a bit, but in the always stressful and often divisive Reserve budget process, uPlanIt can facilitate collaboration, build consensus and eliminate guesswork for Managers and Boardmembers.

Designed by experts and available FREE to our Clients with every professional Reserve Study engagement, uPlanIt gives instant answers to all your "what-if" Reserve funding scenarios. Whether you face "pushback" to funding Reserves, objections about the life expectancies or costs of certain projects, or outrage for a proposed special assessment, you'll be able to instantly foresee the outcome of alternative budget strategies.



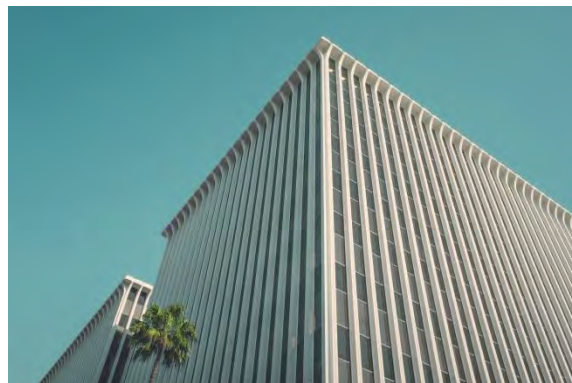
Results are delivered in an assortment of insightful charts & tables. With uPlanIt, you can validate budget decisions, respond quickly and confidently to uncertainties, and prevent misunderstandings.

- Free for our professional Reserve Study clients during their budget season
- Year-to-Year (and Board-to-Board) continuity with one centralized data bank
- 24-7 access to play with the numbers during budget meetings!

Introduction to Reserve Studies

What's a Reserve Study?

A Reserve Study is best described as a document used by community associations (or any other type of common interest real estate development) to help plan financially for major repair, replacement, or restoration projects over a long period of time. Our studies cover a thirty year period, beginning with the current or upcoming fiscal year. Read on to learn more about the scope of work and other details related to the process of conducting a Reserve Study!



Are Reserve Studies really that important?

Absolutely. It's fairly easy to plan and prepare for recurring costs like management fees, insurance premiums, landscaping contracts, and utilities, but what about the projects and expenses that DON'T happen every year? That's our specialty...identifying, forecasting, and planning for inevitable failure of the components that are often overlooked or underestimated. There's no question that setting aside Reserve funds over a long period of time is the simplest, most cost-effective, and most responsible way to plan for major projects.

The work will need to be done; it's up to the association to plan accordingly. Without adequate Reserves, associations will have to make a tough decision: will you take out costly loans, push for recurring special assessments, or worst, accept a drop in home values due to deteriorating conditions and deferred maintenance? A current-year, reliable Reserve Study is the first step toward long-term financial strength for every association. Without one, association homeowners will be misinformed, underprepared, and left exposed to serious financial consequences. A current-year, reliable Reserve Study is a hallmark of well-managed associations, and an important part of a homeowner board's fiduciary duty to act in the best interest of their association members.

What components are included in a Reserve Study?

The National Reserve Study Standards specify the following definition of a Reserve Component:

- Must be the association's responsibility.
- Must have a limited Useful Life (UL)
- Must have a predictable Remaining Useful Life (RUL)
- Must be above a certain "threshold cost"



We typically recommend funding for projects such as: roof replacement, painting/waterproofing, pavement sealing and resurfacing, elevator modernization, balcony and deck sealing and restoration, major mechanical systems (HVAC, fire alarm, hot water, etc.), major pool and spa expenses, interior/amenity area remodeling, and many more. The bottom line is that every property is different, and will require a thorough inspection to determine what belongs in your study.

State requirements vary on what types of projects should be addressed through Reserves (and therefore included in a Reserve Study). Our studies will always meet and usually exceed these requirements, ensuring that our clients are acting in accordance with legal requirements and sound fiduciary responsibility.

Colorado law (**C.R.S. 38-33.3-209.5(IX)**), legislates that a community has a Reserve Policy that includes the following:

- When the association has a reserve study prepared for the portions of the community maintained, repaired, replaced and improved by the association.
- Whether there is a funding plan for any work recommended by the reserve study.
- If there is a funding plan, the projected sources of funding for the work.
- Whether the reserve study is based on a physical analysis and financial analysis.

Scope of Work

Our Reserve Studies are prepared in accordance with National Reserve Study Standards, established in 1998 by the Community Associations Institute. Per these standards, a Reserve Study engagement generally consists of the following:

1. Component Inventory & Condition Assessment

The component inventory is “the task of selecting and quantifying Reserve Components. This task can be accomplished through on- site visual observations, review of association design and organizational documents, a review of established association precedents, and discussion with appropriate association representative(s) of the association or cooperative.” The condition assessment is “the task of evaluating the current condition of the component based on observed or reported characteristics.” As part of our inspection, we review any available building documents including site plans, building plans, fire alarm inspection records, equipment schedules and any other data that may be informative regarding component details, project history or expectations for upcoming work. We then photograph, measure and inspect all areas or components to be included. A Reserve Study site inspection is visual in nature and does not incorporate any destructive or other testing. The inspection is not intended to identify code or construction defects, nor is it intended to be the foundation for anything other than budgeting and planning purposes.

NOTE: For Update, With Site Visit (Level 2) Reserve Studies, the component inventory is for verification purposes only, using previously-established component quantities from a prior Reserve Study. However, the condition assessment is re- established based on current conditions. For Update, No Site Visit (Level 3) Reserve Studies, there is no physical inspection of the property. We review the component inventory and condition assessments from the most recent Level 1 or Level 2 study, then proceed with the Life and Valuation Estimates and Financial Analysis.



2. Life & Valuation Estimates

This process is usually much more time consuming than the actual site inspection, and represents the bulk of the overall Reserve Study process. Our Reserve Specialist® begins by organizing and interpreting the raw data he or she gathered during the site inspection, reviewing all measurements, notes and photographs for key details and insights. Next, we establish the component list structure, and determine the life and cost estimates for each Reserve component. Our standard procedure is to use any historical information provided to us by the client (such as when certain projects were done, and what they cost), and to review any bids or estimates for upcoming work. We review our findings with your current vendors for their insights, and also check their input against information we’ve gathered working with other comparable properties in your area. We constantly consult our own internal databases, composed of data collected from over 50,000 Reserve Studies. As a supplement, we also make use of professional construction estimating software programs, guidebooks, publications and manufacturer’s publications to supplement our knowledge base. The end result is a complete, thorough set of estimates that are accurate, current, property-specific, and generated by a qualified, independent third party.

3. Financial Analysis, Report Preparation & Delivery

Once the component list is established and we’ve reviewed your current annual budget and Reserve fund balance(s), we will make a determination of relative current Reserve fund strength and created a recommended funding plan covering the next 30 fiscal years via the cash flow (pooled) methodology, including a schedule of projected annual income and expenses.

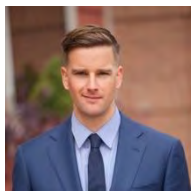
Why should we choose Association Reserves?

Association Reserves was established in 1986 as a professional engineering consulting firm serving community associations throughout the United States and abroad. To date, our firm has completed over **60,000** Reserve Studies for properties of all types, including condominium and homeowners associations, community development districts, timeshare and resort properties, commercial facilities, worship facilities, and more. Over the years, our firm has been instrumental in defining and advocating the National Reserve Study Standards endorsed by the Community Associations Institute (CAI). Each Reserve Study we provide is conducted with special consideration for the unique characteristics of the client property, especially age, regional weather patterns, local pricing factors, and input from the Board of Directors. Our time-tested approach involves thorough research of all key factors, especially project history, projected useful life and cost data, and aesthetic standards in the local area. Our staff members earn and maintain the Reserve Specialist® credential administered by the Community Associations Institute (CAI), the international authority on all aspects of community association living.

We don't take a one-size-fits-all approach to our work, because we know that every association is different, and we take the time and care to ensure our results will help you to make wise decisions regarding the long-term care of your physical and financial assets. From our first phone call to final delivery of your study, we hold ourselves to the highest standards of professionalism. We pride ourselves on delivering a first-rate product, because we know you're putting your trust in our hands.



Our Team



Bryan Farley, RS is the President of our Rocky Mountain regional offices. Bryan has completed over 2,000 Reserve Studies for property types including residential developments, schools, historic buildings, commercial developments, metro districts, ranch developments, worship facilities, resorts and more. Bryan has earned the Reserve Specialist designation (#260) and is also a frequent author and speaker in the industry. Bryan earned a Bachelor of Science degree in Business Administration from Pepperdine University.



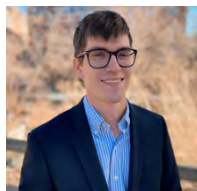
Andrew Klausen Andrew earned a degree in Finance and Management from the University of Nebraska as well as a Masters in Research and Education from Trinity International University. Andrew's experience includes non-profit leadership, teaching at the collegiate level, financial accounting, and risk-management for residential and commercial properties.



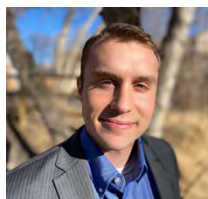
Chris Galey Chris Galey graduated from Kansas State University with a Bachelor of Science in Business Administration. He began a career in the Resort and Hospitality industry and has worked with multiple ski resorts, managing sales operations in the Front Range. Chris acquired skills in this role by managing large sales events, partnerships, promotions, budgeting, and financial strategy.



Ruth Walden-Turek Ruth joined Association Reserves in 2016 as the client service specialist. She brought with her many experience years in administrative work specific to the building industry, having worked for a residential developer as a spec sheet writer as well as a systems coordinator and as a contract administrator for a general contractor managing multi-million dollar projects. Ruth has a business degree as well as a nursing degree.



Cooper Fogle, MBA Cooper Fogle graduated from Wartburg college in 2017 with a degree in Business Administration as well as a Masters in Global Business from Pepperdine Graziadio School of Business in 2020. Through these programs and multiple study abroad experiences in the UK and Germany he was able to build up technical skills and interpersonal skills working with a bright and diverse group of people.



Paul Shoemaker Paul graduated from the University of Arkansas in 2014 with a BS in Business Administration, majoring in Finance and Information Systems. He brings with him experience as a Community Association Manager in the HOA management industry. As a member of CAI, Paul obtained the CMCA designation and continues to pursue education in the industry. Paul understands the unique challenges that a Board of Directors and managing agent face in maintaining a community's assets, and strives to offer a seamless customer service experience from pre-project planning through completion.



Paige Daniels Paige joined Association Reserves in 2012 after graduating from California Lutheran University with a Master's degree in Business Administration. A native of Colorado, she obtained a BS in Business Marketing from the University of Northern Colorado. Her undergraduate education also included a semester at Griffith University in Queensland, Australia. Her experience with trade show operations, her knowledge of business, and her marketing passion and creativity makes her an excellent addition to our team and an asset to our clients.

What can I expect to see in my Reserve Study?

Simple, concise summary of recommendations, with a clear, organized listing of Reserve components.

3- Minute Executive Summary

Association: Sample Condo #; 99991-0
 Location: Anywhere, US # of Units: 142
 Report Period: January 1, 2015 through December 31, 2015

Findings/Recommendations as-of 1/1/2015:

| | |
|---|-------------|
| Projected Starting Reserve Balance: | \$750,000 |
| Current Fully Funded Reserve Balance: | \$1,306,267 |
| Average Reserve Deficit (Surplus) Per Unit: | \$3,917 |
| Recommended 2015 Monthly "Full Funding" Contributions: | \$19,000 |
| Alternate minimum contribs* to keep Reserves above \$0: | \$14,175 |
| Recommended 2015 Special Assessment for Reserves: | \$0 |
| Most Recent Budgeted Reserve Contribution Rate: | \$16,000 |

Reserve % Funded: 57% (30% - 70% - 130%)
 Special Assessment Risk: High Medium Low

Economic Assumptions:
 Net Annual "After Tax" Interest Earnings Accruing to Reserves..... 1.00%
 Annual Inflation Rate..... 3.00%

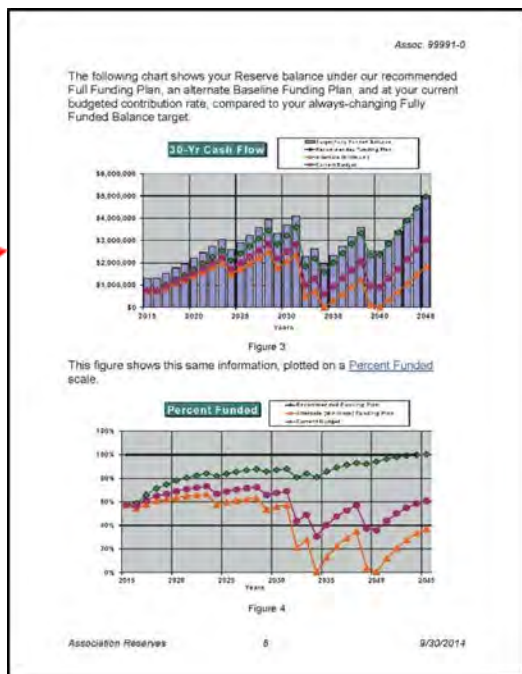
- This is a "Full" Reserve Study (original, created "from scratch"), and is based on our site inspection on September 1, 2014. It was prepared by a credentialed Reserve Specialist (RS).
- Because your Reserve Fund is between 30% and 70% at 57% Funded, this means the association's special assessment & deferred maintenance risk is currently "medium." The objective of your multi-year Funding Plan is to **Fully Fund** your Reserves, where associations enjoy a low risk of such Reserve cash flow problems.
- Based on this starting point, your anticipated future expenses, and your historical Reserve contribution rate, our recommendation is to increase your Reserve contributions in the upcoming fiscal year.
- No assets appropriate for Reserve designation were excluded.

*officially called "Baseline Funding"

Table 1 - Reserve Summary

| # Component | Useful Life (yrs) | Rem. Useful Life (yrs) | Current Cost Estimate |
|--|-------------------|------------------------|-----------------------|
| Site and Grounds | | | |
| 2119 Driveway Pavers - Replace | 40 | 33 | \$24,350 |
| 2145 Garage Gates - Replace | 20 | 13 | \$9,900 |
| 2149 Entry Area Fountains - Maintain | 12 | 6 | \$4,400 |
| 2149 Sundeck Fountains - Maintain | 12 | 6 | \$3,000 |
| 2177 Bollard Lights - Replace | 20 | 13 | \$7,500 |
| Building Exterior | | | |
| 2202 Entry Parking Area Lights - Replace | 11 | 3 | \$2,425 |
| 2321 Balcony, Deck Rails - Replace | 24 | 16 | \$614,700 |
| 2325 Sundeck - Resurfacing/Restore | 24 | 16 | \$16,400 |
| 2332 Planters - Waterproof/Replant | 24 | 16 | \$160,600 |
| 2341 Building Exterior - Restoration | 24 | 16 | \$284,000 |
| 2343 Building Exterior - Seal/Paint | 8 | 0 | \$216,000 |
| 2362 Common Area Windows - Replace | 30 | 23 | \$212,600 |
| 2377 Low Slope Roof - Replace | 30 | 13 | \$67,500 |
| Mechanical/Electrical/Plumbing | | | |
| 2505 Automatic Entry Doors - Replace | 20 | 12 | \$16,000 |
| 2509 Garage Gate Operators - Replace | 10 | 8 | \$5,500 |
| 2511 Barrier Arm Operator - Replace | 10 | 8 | \$2,500 |
| 2515 Traction Elevators - Modernize | 26 | 18 | \$522,000 |
| 2517 Elevator Cabs - Remodel | 26 | 18 | \$35,000 |
| 2519 Air Handler - Lobby/Otc - Replace | 15 | 8 | \$18,000 |
| 2519 Air Handler - Social Room - Replace | 15 | 8 | \$6,000 |
| 2519 HVAC - Elevator Rooms - Replace | 15 | 8 | \$7,500 |
| 2519 HVAC - Hallways - Replace | 15 | 8 | \$66,000 |
| 2522 Large Exhaust Fans - Replace | 15 | 8 | \$14,700 |
| 2532 Cooling Tower - Replace | 20 | 12 | \$125,000 |
| 2536 Cooling Tower Pumps - Replace | 15 | 8 | \$27,500 |
| 2537 Variable Frequency Drives - Replace | 15 | 8 | \$5,500 |
| 2542 Security System - Modernize | 12 | 5 | \$15,900 |
| 2549 Generator - Replace | 40 | 33 | \$62,000 |
| 2557 Fire Alarm System - Modernize | 15 | 8 | \$105,000 |
| 2589 Fire Sprinkler Pump/Controls - Repl | 40 | 33 | \$69,000 |
| 2589 Heat Exchanger (Hot Water) - Repl. | 18 | 8 | \$4,000 |
| 2589 Heat Exchanger (HVAC) - Repl. | 18 | 8 | \$16,500 |
| 2571 Boilers - Replace | 20 | 13 | \$40,000 |
| 2575 Dom. Water Pump/Controls - Replace | 20 | 13 | \$40,000 |
| 2589 Fire Alarm System - Replace | 15 | 8 | \$12,250 |
| Interior & Amenities | | | |
| 2703 Watercovers - Replace | 20 | 13 | \$99,250 |
| 2705 Garage Ceiling Lights - Replace | 25 | 18 | \$34,700 |
| 2705 Hallway Lights - Replace | 20 | 13 | \$17,250 |
| 2708 Tile Flooring - Replace | 20 | 13 | \$44,400 |
| 2711 Hardware/Clipping - Replace | 15 | 8 | \$18,000 |

Large, color-coded charts and tables to illustrate long-term implications



Here's a sample of our Inventory Appendix pages. We devote a half-page summary to every single component included in your Reserve Study.

Association Reserves

Inventory Appendix

Client: 99991B Sample Condo - Building Exteriors

Comp #: 2343 Building Exterior - Seal/Paint

Quantity: Approx 165,200 GSF

Location: Building exteriors

Evaluation: Generally fair condition noted. Building has not been painted since original construction, but the association has obtained some bids for painting in the near future according to manager. Project may be postponed or done in stages due to ongoing construction at an adjacent site. We were provided with copy of exterior painting specifications prepared by Sherwin-Williams, which calls for an 8-year warranty. All door and window frame perimeters are to be caulked with a urethane sealant. As routine maintenance, inspect regularly (including sealants), repair locally and touch-up paint as needed. Typical paint cycles can vary greatly depending upon many factors including type of material painted, surface preparations, quality of material, application methods, weather conditions during application, moisture beneath paint, and exposure to weather conditions. Proper sealant/caulking is critical to preventing water intrusion and resulting damage to the building structure. Incorrect installations of sealant are common, and can greatly decrease its useful life. Inspect sealant, more frequently as it ages, to determine if it is failing. Typical sealant problems include failure of sealant to adhere to adjacent materials and tearing/splitting of the sealant itself. As sealants age and are exposure to ultra-violet sunlight, they will dry out, harden, and lose their elastic ability. Remove and replace sealant as signs of failure begin to appear. Proper cleaning, prep work, and proper installation are critical for a long lasting sealant/caulking. Repair areas as needed prior to project.

Descriptive, thorough observations

Full Color Photographs

Easy-to-find details

Useful Life:
8 years

Remaining Life:
0 years

Best Case: \$180,000.00

Lower estimate to seal/repaint

Worst Case: \$250,000.00

Higher estimate

Cost Source: Estimates Provided by Client

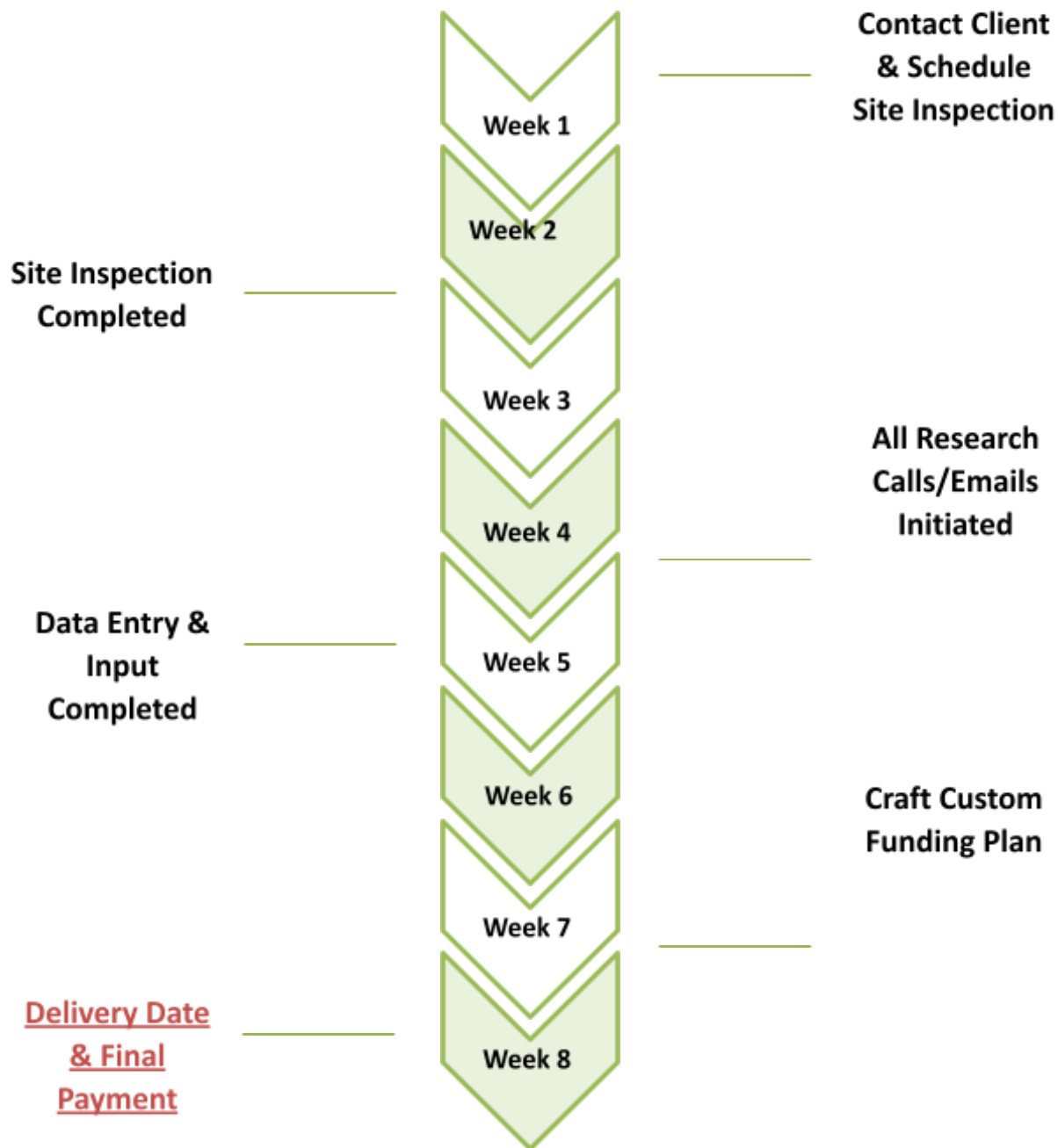
April 16, 2014

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Delivery Timeline

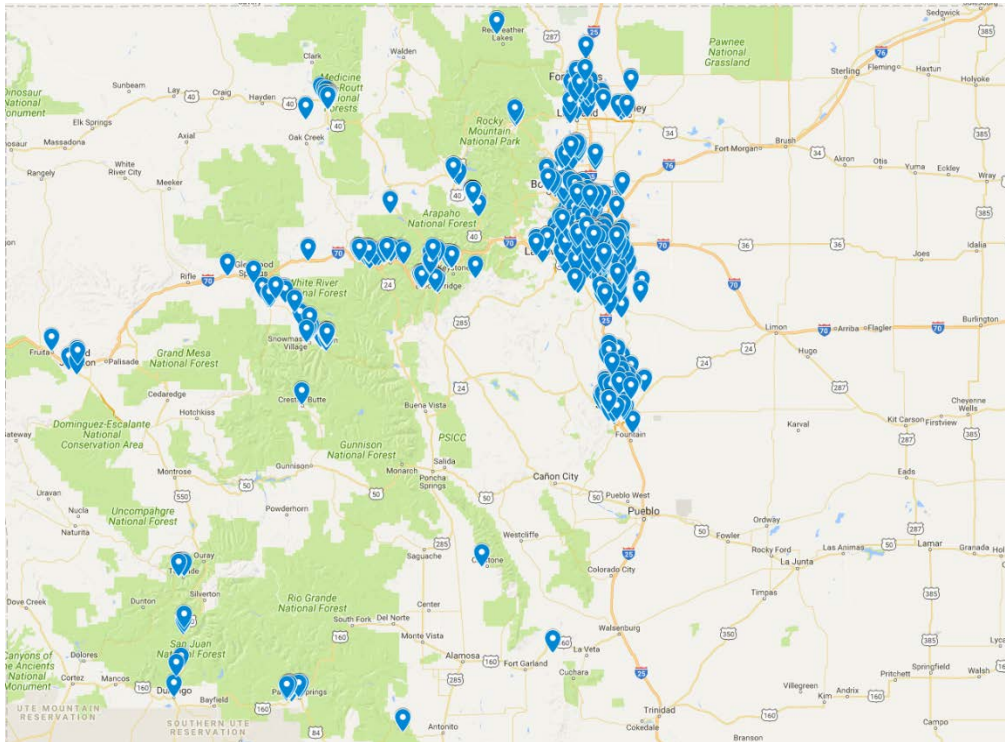
The delivery timeline for an 8-week turnaround will typically look as follows once we have received:

- ✓ Signed proposal agreement with 50% deposit
- ✓ CCRs (If a Full)



Client Map and Testimonials

You don't get to be in business for over 30 years and counting without building a great reputation. Here's what some of our clients have had to say about us recently:



- “For over 20 years, I have relied upon Association Reserves to provide essential information during the lending process. Nobody does it better”
Alan Crandall, SVP Mutual of Omaha Bank
- “I have used Association Reserves for many years and have always found them to be excellent in their depth, details and analysis.”
Quentin Yates PCAM, CCAM Meridian Residential Association
- “The follow up and willingness to work with the Association was excellent. Any questions or concerns were addressed immediately.”
Michael Mazziotta Rivershores Plantation POA

Client References Available Upon Request



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Welcome to your Reserve Study!

A Reserve Study is a valuable tool to help you budget responsibly for your property. This report contains all the information you need to avoid surprise expenses, make informed decisions, save money, and protect property values.

Regardless of the property type, it's a fact of life that the very moment construction is completed, every major building component begins a predictable process of physical deterioration. The operative word is "predictable" because *planning for the inevitable* is what a Reserve Study by **Association Reserves** is all about!

In this Report, you will find three key results:

- **Reserve Funding Plan**
A multi-year funding plan based on current Reserve Fund strength that allows for component repairs & replacements to be completed in a timely manner, with an emphasis on avoiding "catch-up" funding sources.
- **Reserve Fund Strength**
A calculation that measures how well the Reserve Fund has kept pace with the property's physical deterioration.
- **Component List**
Unique to each property, the Component List serves as the foundation of the Reserve Study and details the scope and schedule of all necessary repairs & replacements.

Questions?

Please contact your Project Manager directly.



www.reservestudy.com

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Reserve Study

Executive Summary

[YOUR PROPERTY NAME]

Report #: 17918-0

[Anywhere in the world]

of Units: 1

Level of Service: **Reserve Study- FULL**

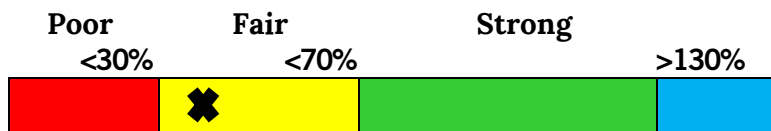
July 1, 2019 through **June 30, 2020**

Findings & Recommendations

as of **January 1, 2019**

| | |
|---|-------------|
| Starting Reserve Balance | \$421,600 |
| Fully Funded Reserve Balance | \$1,105,138 |
| Average Reserve Deficit (Surplus) per Unit..... | \$683,538 |
| %-Funded | 38.1% |
| Recommended 2019 Annual "Full Funding" Reserve Contribution | \$132,650 |
| Recommended 2019 "Additional Funding" for Reserves | \$0 |
| Most recent Reserve Contribution Rate | \$0 |

Reserve Fund Strength (%-Funded)



Risk of Cash Flow Problems

----- High Medium Low

Economic Assumptions:

Net Annual "After Tax" Interest Earnings, accruing to Reserves ----- 1.00%

Annual Inflation Rate ----- 3.00%

Comments:

This is a Full Reserve Study (also called a Capital Plan), meaning it is an original analysis, created "from scratch", based on our site inspection on 10/8/2018. This Reserve Study was prepared by a credentialed Reserve Specialist (RS).

Because your Reserve Fund is above the 0-30% "weak" range but below the 70% level that typifies Reserve Fund strength at 38.1 % Funded, this represents a fair Reserve position. Properties in this range have a Medium risk of Reserve cash-flow problems (requiring additional funding and/or deferred maintenance) in the near future.

Based on this starting point, your anticipated future expenses, and your historical Reserve contribution rate, our strong recommendation to begin a regular pattern of annual Reserve contributions, to offset ongoing deterioration and build the Reserve Fund to a level that will provide for the timely execution of all Reserve projects.

Your major recent Reserve project was some exterior painting, accomplished in earlier 2018.

Your multi-year Funding Plan is designed to provide for timely execution of Reserve projects and gradually bring your property closer to the "Fully Funded" (100%-funded) level.

Component List for [Your Property Name]

Report #: 17918-0

| # | Component | Useful Life UL (years) | Remaining Useful Life RUL (years) | Current Average Cost (\$) |
|---------------------------------|----------------------------------|---------------------------|--------------------------------------|------------------------------|
| General Common Areas | | | | |
| 201 | Asphalt - Remove & Replace | 25 | 10 | \$189,500 |
| 202 | Asphalt - Seal/Repair | 5 | 0 | \$10,125 |
| 204 | Concrete Swales - Replace | 25 | 10 | \$11,000 |
| 320 | Pole Lights - Replace | 25 | 10 | \$31,500 |
| 324 | Exterior Wall Lights - Replace | 20 | 5 | \$2,100 |
| 413 | Flag Pole - Replace | 30 | 15 | \$2,875 |
| 701 | Sliding Entry Doors - Replace | 20 | 5 | \$16,000 |
| 1107 | Metal Fence/Rail - Repaint | 5 | 4 | \$3,300 |
| 1113 | Metal Surfaces - Repaint | 5 | 4 | \$8,100 |
| 1116 | Wood Surfaces - Repaint | 5 | 1 | \$52,550 |
| 1121 | Wood Siding - Replace | 30 | 15 | \$182,000 |
| 1303 | Comp Shingle Roof - Replace | 25 | 10 | \$221,000 |
| Building Interior | | | | |
| 325 | Fluorescent Strips - Replace | 20 | 5 | \$14,000 |
| 325 | Interior Lights - Replace | 20 | 5 | \$16,500 |
| 601 | Carpet - Replace | 10 | 2 | \$110,000 |
| 602 | Linoleum Flooring - Replace | 10 | 2 | \$20,550 |
| 603 | Tile Floor - Replace | 25 | 10 | \$74,900 |
| 904 | Built-In Furniture - Replace | 25 | 10 | \$145,500 |
| 908 | Window Treatments - Replace | 20 | 5 | \$8,000 |
| 909 | Bathrooms - Refurbish | 20 | 5 | \$40,000 |
| 1110 | Interior Surfaces - Repaint | 10 | 2 | \$32,350 |
| 1111 | Interior Wood Surfaces - Repaint | 10 | 2 | \$7,875 |
| Mechanical & Systems | | | | |
| 302 | Generator - Replace | 30 | 15 | \$125,000 |
| 303 | Liquid Chiller - Replace | 25 | 10 | \$120,000 |
| 304 | Liquid Chiller - Refurbish | 10 | 0 | \$67,500 |
| 305 | Air Handlers - Replace | 20 | 5 | \$9,000 |
| 312 | Cooling Tower - Replace | 20 | 5 | \$55,500 |
| 330 | Backup Lighting System - Replace | 20 | 5 | \$12,500 |
| 801 | HVAC Boiler - Replace | 20 | 5 | \$20,000 |
| 1801 | Elevator - Modernize | 25 | 10 | \$72,500 |
| 1802 | Elevator Cab - Remodel | 15 | 7 | \$10,000 |
| 1803 | Fire Alarm Panels - Replace | 20 | 5 | \$28,750 |
| 32 | Total Funded Components | | | |

Yellow highlights indicate items with RUL = 0 years, requiring attention in 2019.

Introduction



A Capital Plan is the art and science of anticipating, and preparing for, a property major predictable repair and replacement expenses. Partially art, because in this field we are making projections about the future. Partially science, because our work is a combination of research and well-defined computations, following consistent National Reserve Study Standard principles.

The foundation of this and every Capital Plan is your Component List (what you are reserving for). This is because the Component List defines the *scope and schedule* of all your anticipated upcoming major, predictable capital projects. Based on that List and your starting balance, we calculate the property Capital Fund Strength (reported in terms of "Percent Funded"). Then we compute a Funding Plan to provide for the needs of the property. These form the three results of your Capital Plan.



Capital contributions are not “for the future”. Capital contributions are designed to offset the ongoing, daily deterioration of your Capital assets. Done well, a stable, budgeted Capital Funding Plan will collect sufficient funds from the owners who enjoyed the use of those assets, so the property is financially prepared for the irregular expenditures scattered through future years when those projects eventually require replacement.

Methodology



For this [Capital Plan](#), we started with a review of ownership boundaries, as detailed by property, recent Capital expenditures, an evaluation of how expenditures are handled (ongoing maintenance vs Capital), and research into any well-established historical precedents. We performed

an on-site inspection to quantify and evaluate your major predictable, creating your Reserve Component List *from scratch*.

Which Physical Assets are Funded by Reserves?

There is a national-standard four-part test to determine which expenses should appear in your Component List. First, it must be a maintenance responsibility. Second, the component must have a limited life. Third, the remaining life must be predictable (or it by definition is a *surprise* which cannot be accurately anticipated). Fourth, the component must be above a minimum threshold cost (often between .5% and 1% of an property total budget). This limits Capital Components to major, predictable expenses.



RESERVE COMPONENT "FOUR-PART TEST"

Within this framework, it is inappropriate to include *lifetime* components, unpredictable expenses (such as damage due to fire, flood, or earthquake), and expenses more appropriately handled from the Operational Budget or as an insured loss.

How do we establish Useful Life and Remaining Useful Life estimates?

- 1) Visual Inspection (observed wear and age)
- 2) Property Reserves database of experience
- 3) Property History (install dates & previous life cycle information)
- 4) Vendor Evaluation and Recommendation

How do we establish Current Repair/Replacement Cost Estimates?

In this order...

- 1) Actual property cost history, or current proposals
- 2) Comparison to Property Reserves database of work done at similar properties
- 3) Vendor Recommendations
- 4) Reliable National Industry cost estimating guidebooks

How much Reserves are enough?

Capital Fund adequacy is not measured in cash terms. Capital Fund adequacy is found when the *amount* of current Capital cash is compared to Capital asset component deterioration (the *needs of the property*). Having *enough* means the property can execute its projects in a timely manner with existing Capital funds. Not having *enough* typically creates deferred maintenance or special funding needs.

Adequacy is measured in a two-step process:

- 1) Calculate the *value of deterioration* at the property (called Fully Funded Balance, or FFB).
- 2) Compare that to the Capital Fund Balance, and express as a percentage.



Each year, the *value of deterioration* at the property changes. When there is more deterioration (as components approach the time they need to be replaced), there should be more cash to offset that deterioration and prepare for the expenditure. Conversely, the *value of deterioration* shrinks after projects are accomplished. The *value of deterioration* (the FFB) changes each year, and is a moving but predictable target.

There is a high risk of special funding needs and deferred maintenance when the Percent Funded is *weak*, below 30%. Approximately 30% of all properties are in this high risk range. While the 100% point is Ideal (indicating Reserve cash is equal to the *value of deterioration*), a Reserve Fund in the 70% - 130% range is considered strong (low risk of special funding needs).

Measuring your Capital Funds by Percent Funded tells how well prepared your property is for upcoming Reserve expenses. Those charged with maintaining the physical property should be very aware of this important figure!

How much should we contribute?



RESERVE FUNDING PRINCIPLES

According to National Reserve Study Standards, there are four Funding Principles to balance in developing your Reserve Funding Plan. Our first objective is to design a plan that provides you with sufficient cash to perform your Reserve projects on time. Second, a stable contribution is desirable because it keeps these naturally irregular expenses from unsettling the budget.

Reserve contributions that are evenly distributed over current and future owners enable each owner to pay their fair share of the property's Reserve expenses over the years. And finally, we develop a plan that is fiscally responsible and safe for Boardmembers to recommend to their property. Remember, it is the Board's job to provide for the ongoing care of the real property that supports your entity mission.

What is our Recommended Funding Goal?

Maintaining the Reserve Fund at a level equal to the *value* of deterioration is called "Full Funding" (100% Funded). As each asset ages and becomes "used up," the Reserve Fund grows proportionally. **This is simple, responsible, and our recommendation.** Evidence shows that properties in the 70 - 130% range *enjoy a low risk of special funding needs or deferred maintenance.*



FUNDING OBJECTIVES

Allowing the Reserves to fall close to zero, but not below zero, is called Baseline Funding. Doing so allows the Reserve Fund to drop into the 0 - 30% range, where there is a high risk of special funding needs & deferred maintenance. Since Baseline Funding still provides for the timely execution of all Reserve projects, and only the "margin of safety" is different, Baseline Funding contributions average only 10% - 15% less than Full Funding contributions. Threshold Funding is the title of all other Cash or Percent Funded objectives *between* Baseline Funding and Full Funding.

Site Inspection Notes

During our site visit on 10/8/2018, we started with a brief meeting with City Manager Mike Vostich, and then started the site inspection beginning with the mechanical room area. We visually inspected all building areas. We were not able to inspect the air handlers in the attic area (locked, no access).

Please refer to the Photographic Inventory Appendix for additional information on each of your Reserve components.



Projected Expenses

While this Reserve Study looks forward 30 years, we have no expectation that all these expenses will all take place as anticipated. This Reserve Study needs to be updated annually because we expect the timing of these expenses to shift and the size of these expenses to change. We do feel more certain of the timing and cost of near-term expenses than expenses many years away. Please be aware of your near-term expenses, which we are able to project more accurately than the more distant projections.

The figure below summarizes the projected future expenses at your facility as defined by your Reserve Component List. A summary of these components are shown in the Component Details table, while a summary of the expenses themselves are shown in the 30-yr Expense Summary table. Note the large upcoming expense year, comprised of a combination of asphalt resurfacing and roof replacement.

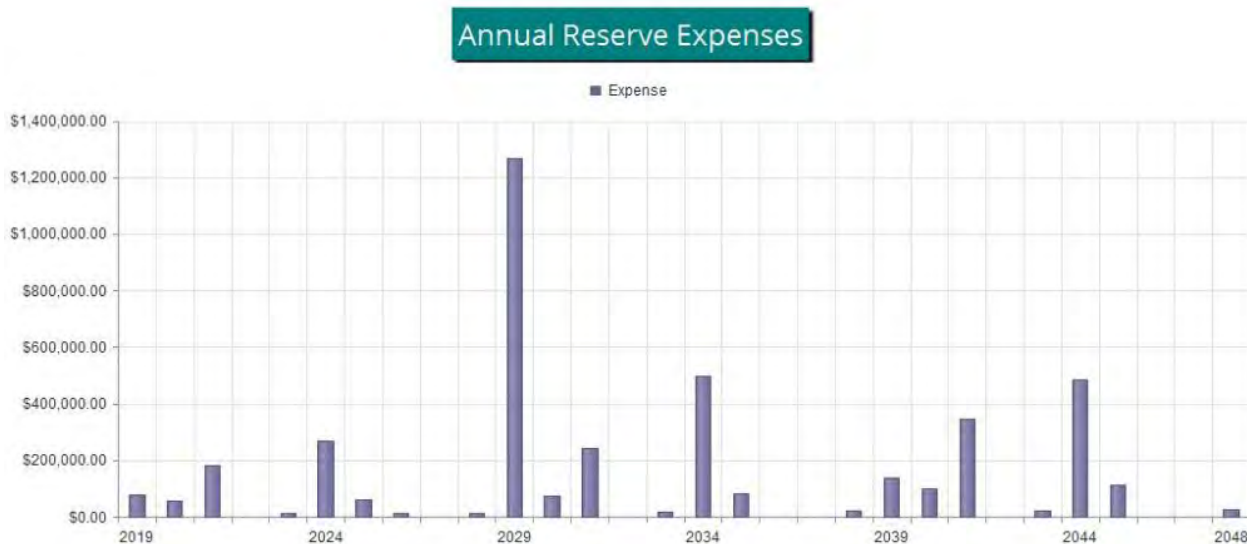


Figure 1

Reserve Fund Status

The starting point for our financial analysis is your Reserve Fund balance, projected to be \$421,600 as-of the start of your Fiscal Year on 7/1/2019. This is based on your actual balance on 10/31/2018 of \$437,619 and anticipated Reserve contributions and expenses projected through the end of your Fiscal Year. As of your Fiscal Year Start, your Fully Funded Balance is computed to be \$1,105,138. This figure represents the deteriorated value of your common area components. Comparing your Reserve Balance to your Fully Funded Balance indicates your Reserves are 38.1 % Funded. Across the country approximately 20% of associations that are between 30%-40% Funded experience financial shortfalls, or deferred maintenance due to those shortfalls.

Recommended Funding Plan

Based on your current Percent Funded and your near-term and long-term Reserve needs, we are recommending budgeted contributions of \$132,650 per month this Fiscal Year instead of the casual approach the City has taken in prior years, funding when the budget allows. The overall 30-yr plan, in perspective, is shown below. This same information is shown numerically in both the 30-yr Summary and the Cash Flow Detail tables.

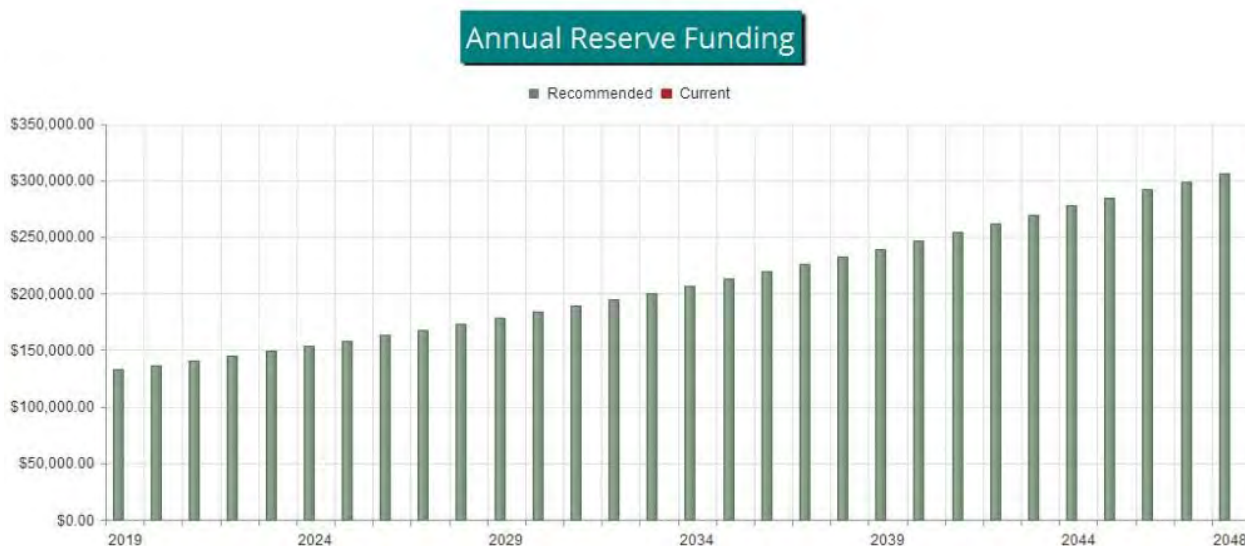


Figure 2

The following chart shows your Reserve balance under our recommended Full Funding Plan and at your current budgeted contribution rate, compared to your always-changing Fully Funded Balance target.

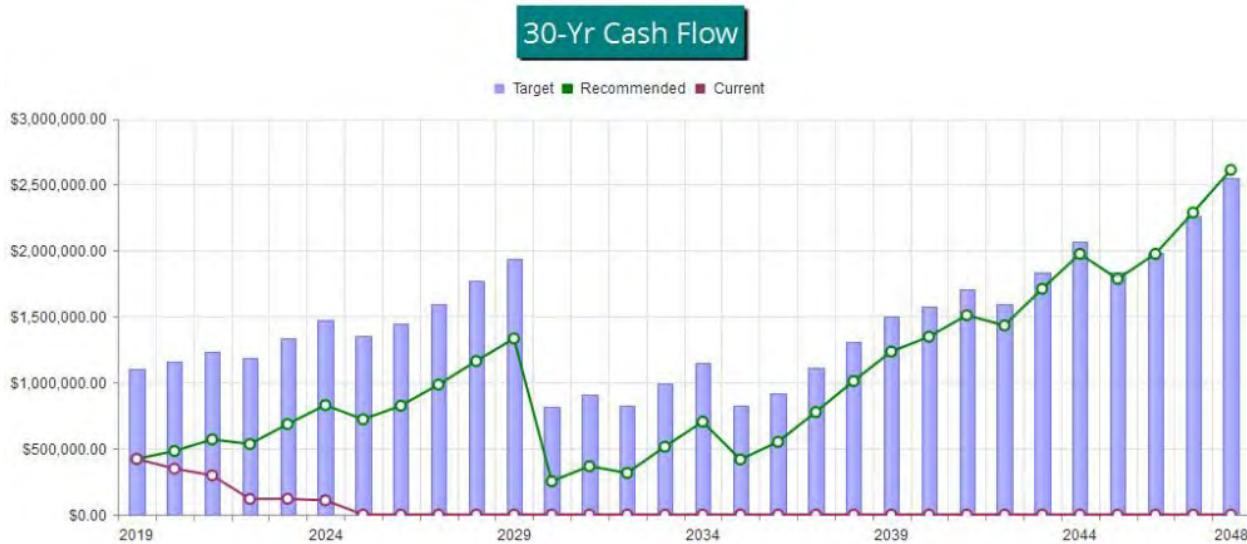


Figure 3

This figure shows the same information plotted on a Percent Funded scale. It is clear here to see how your Reserve Fund strength approaches the 100% Funded level under our recommended multi-yr Funding Plan.



Figure 4

Table Descriptions

The tabular information in this Report is broken down into nine tables, not all which may have been chosen by your Project Manager to appear in your report. Tables are listed in the order in which they appear in your Report.

Executive Summary is a summary of your Reserve Components

Budget Summary is a management and accounting tool, summarizing groupings of your Reserve Components.

Analysis Summary provides a summary of the starting financial information and your Project Manager's Financial Analysis decision points.

Reserve Component List Detail discloses key Component information, providing the foundation upon which the financial analysis is performed.

Fully Funded Balance shows the calculation of the Fully Funded Balance for each of your components, and their contributions to the property total. For each component, the Fully Funded Balance is the fraction of life used up multiplied by its estimated Current Replacement Cost.

Component Significance shows the relative significance of each component to Reserve funding needs of the your property, helping you see which components have more (or less) influence than others on your total Reserve contribution rate. The deterioration cost/yr of each component is calculated by dividing the estimated Current Replacement Cost by its Useful Life, then that component's percentage of the total is displayed.

Accounting-Tax Summary provides information on each Component's proportionate portion of key totals, valuable to accounting professionals primarily during tax preparation time of year.

30-Yr Reserve Plan Summary provides a one-page 30-year summary of the cash flowing into and out of the Reserve Fund, with a display of the Fully Funded Balance, Percent Funded, and special funding needs risk at the beginning of each year.

30-Year Income/Expense Detail shows the detailed income and expenses for each of the next 30 years. This table makes it possible to see which components are projected to require repair or replacement in a particular year, and the size of those individual expenses.

Reserve Component List Detail

17918-0
Full

| # Component | Quantity | Useful Life | Rem. Useful Life | Current Cost Estimate | | |
|-------------------------------|----------------------------------|------------------------|------------------|-----------------------|------------|-----------|
| | | | | Best Case | Worst Case | |
| General Common Areas | | | | | | |
| 201 | Asphalt - Remove & Replace | Approx 63100 GSF | 25 | 10 | \$158,000 | \$221,000 |
| 202 | Asphalt - Seal/Repair | Approx 63100 GSF | 5 | 0 | \$8,850 | \$11,400 |
| 204 | Concrete Swales - Replace | Approx 1000 GSF | 25 | 10 | \$10,000 | \$12,000 |
| 320 | Pole Lights - Replace | (18) Fixtures 20' Tall | 25 | 10 | \$27,000 | \$36,000 |
| 324 | Exterior Wall Lights - Replace | (12) Fixtures | 20 | 5 | \$1,800 | \$2,400 |
| 413 | Flag Pole - Replace | (1) Flag Pole | 30 | 15 | \$2,500 | \$3,250 |
| 701 | Sliding Entry Doors - Replace | (2) Metal/Glass Doors | 20 | 5 | \$12,000 | \$20,000 |
| 1107 | Metal Fence/Rail - Repaint | Approx 300 LF | 5 | 4 | \$3,000 | \$3,600 |
| 1113 | Metal Surfaces - Repaint | Ext. Doors/Trash Gates | 5 | 4 | \$7,100 | \$9,100 |
| 1116 | Wood Surfaces - Repaint | Approx 23300 GSF | 5 | 1 | \$46,600 | \$58,500 |
| 1121 | Wood Siding - Replace | Approx 10100 GSF | 30 | 15 | \$162,000 | \$202,000 |
| 1303 | Comp Shingle Roof - Replace | Approx 40200 GSF | 25 | 10 | \$201,000 | \$241,000 |
| Building Interior | | | | | | |
| 325 | Fluorescent Strips - Replace | Approx (50) Fixtures | 20 | 5 | \$12,000 | \$16,000 |
| 325 | Interior Lights - Replace | (88) Fixtures | 20 | 5 | \$13,200 | \$19,800 |
| 601 | Carpet - Replace | Approx 2000 GSY | 10 | 2 | \$100,000 | \$120,000 |
| 602 | Linoleum Flooring - Replace | Approx 2930 GSF | 10 | 2 | \$17,600 | \$23,500 |
| 603 | Tile Floor - Replace | Approx 4680 GSF | 25 | 10 | \$70,200 | \$79,600 |
| 904 | Built-In Furniture - Replace | Approx 415 LF | 25 | 10 | \$125,000 | \$166,000 |
| 908 | Window Treatments - Replace | (20) Pull-Down Blinds | 20 | 5 | \$6,000 | \$10,000 |
| 909 | Bathrooms - Refurbish | (10) Bathrooms | 20 | 5 | \$35,000 | \$45,000 |
| 1110 | Interior Surfaces - Repaint | Approx 46300 GSF | 10 | 2 | \$27,500 | \$37,200 |
| 1111 | Interior Wood Surfaces - Repaint | Approx 4500 GSF | 10 | 2 | \$6,750 | \$9,000 |
| Mechanical and Systems | | | | | | |
| 302 | Generator - Replace | (1) Onan 350 KW Diesel | 30 | 15 | \$110,000 | \$140,000 |
| 303 | Liquid Chiller - Replace | (1) Carrier | 25 | 10 | \$100,000 | \$140,000 |
| 304 | Liquid Chiller - Refurbish | (1) Carrier | 10 | 0 | \$60,000 | \$75,000 |
| 305 | Air Handlers - Replace | (3) Units | 20 | 5 | \$7,500 | \$10,500 |
| 312 | Cooling Tower - Replace | (1) 85 Ton Recold | 20 | 5 | \$43,000 | \$68,000 |
| 330 | Backup Lighting System - Replace | (1) System | 20 | 5 | \$10,000 | \$15,000 |
| 801 | HVAC Boiler - Replace | (1) Raypak, 1.2MBTU/hr | 20 | 5 | \$16,000 | \$24,000 |
| 1801 | Elevator - Modernize | (1) 3 Stop Elevator | 25 | 10 | \$65,000 | \$80,000 |
| 1802 | Elevator Cab - Remodel | (1) Cab | 15 | 7 | \$8,000 | \$12,000 |
| 1803 | Fire Alarm Panels - Replace | (2) Simplex | 20 | 5 | \$22,500 | \$35,000 |

32 Total Funded Components

Fully Funded Balance

17918-0
Full

| # | Component | Current | | Effective Age / | Useful Life = | Fully Funded Balance |
|-------------------------------|----------------------------------|------------------|---|--------------------|------------------|----------------------------|
| | | Cost Estimate | X | | | |
| General Common Areas | | | | | | |
| 201 | Asphalt - Remove & Replace | \$189,500 | X | 15 / | 25 = | \$113,700 |
| 202 | Asphalt - Seal/Repair | \$10,125 | X | 5 / | 5 = | \$10,125 |
| 204 | Concrete Swales - Replace | \$11,000 | X | 15 / | 25 = | \$6,600 |
| 320 | Pole Lights - Replace | \$31,500 | X | 15 / | 25 = | \$18,900 |
| 324 | Exterior Wall Lights - Replace | \$2,100 | X | 15 / | 20 = | \$1,575 |
| 413 | Flag Pole - Replace | \$2,875 | X | 15 / | 30 = | \$1,438 |
| 701 | Sliding Entry Doors - Replace | \$16,000 | X | 15 / | 20 = | \$12,000 |
| 1107 | Metal Fence/Rail - Repaint | \$3,300 | X | 1 / | 5 = | \$660 |
| 1113 | Metal Surfaces - Repaint | \$8,100 | X | 1 / | 5 = | \$1,620 |
| 1116 | Wood Surfaces - Repaint | \$52,550 | X | 4 / | 5 = | \$42,040 |
| 1121 | Wood Siding - Replace | \$182,000 | X | 15 / | 30 = | \$91,000 |
| 1303 | Comp Shingle Roof - Replace | \$221,000 | X | 15 / | 25 = | \$132,600 |
| Building Interior | | | | | | |
| 325 | Fluorescent Strips - Replace | \$14,000 | X | 15 / | 20 = | \$10,500 |
| 325 | Interior Lights - Replace | \$16,500 | X | 15 / | 20 = | \$12,375 |
| 601 | Carpet - Replace | \$110,000 | X | 8 / | 10 = | \$88,000 |
| 602 | Linoleum Flooring - Replace | \$20,550 | X | 8 / | 10 = | \$16,440 |
| 603 | Tile Floor - Replace | \$74,900 | X | 15 / | 25 = | \$44,940 |
| 904 | Built-In Furniture - Replace | \$145,500 | X | 15 / | 25 = | \$87,300 |
| 908 | Window Treatments - Replace | \$8,000 | X | 15 / | 20 = | \$6,000 |
| 909 | Bathrooms - Refurbish | \$40,000 | X | 15 / | 20 = | \$30,000 |
| 1110 | Interior Surfaces - Repaint | \$32,350 | X | 8 / | 10 = | \$25,880 |
| 1111 | Interior Wood Surfaces - Repaint | \$7,875 | X | 8 / | 10 = | \$6,300 |
| Mechanical and Systems | | | | | | |
| 302 | Generator - Replace | \$125,000 | X | 15 / | 30 = | \$62,500 |
| 303 | Liquid Chiller - Replace | \$120,000 | X | 15 / | 25 = | \$72,000 |
| 304 | Liquid Chiller - Refurbish | \$67,500 | X | 10 / | 10 = | \$67,500 |
| 305 | Air Handlers - Replace | \$9,000 | X | 15 / | 20 = | \$6,750 |
| 312 | Cooling Tower - Replace | \$55,500 | X | 15 / | 20 = | \$41,625 |
| 330 | Backup Lighting System - Replace | \$12,500 | X | 15 / | 20 = | \$9,375 |
| 801 | HVAC Boiler - Replace | \$20,000 | X | 15 / | 20 = | \$15,000 |
| 1801 | Elevator - Modernize | \$72,500 | X | 15 / | 25 = | \$43,500 |
| 1802 | Elevator Cab - Remodel | \$10,000 | X | 8 / | 15 = | \$5,333 |
| 1803 | Fire Alarm Panels - Replace | \$28,750 | X | 15 / | 20 = | \$21,563 |
| | | | | | | \$1,105,138 |

Component Significance

17918-0
Full

| # Component | Useful Life (yrs) | Current Cost Estimate | Deterioration Cost/Yr | Deterioration Significance |
|---------------------------------------|-------------------|--------------------------|--------------------------|-------------------------------|
| General Common Areas | | | | |
| 201 Asphalt - Remove & Replace | 25 | \$189,500 | \$7,580 | 7.95 % |
| 202 Asphalt - Seal/Repair | 5 | \$10,125 | \$2,025 | 2.12 % |
| 204 Concrete Swales - Replace | 25 | \$11,000 | \$440 | 0.46 % |
| 320 Pole Lights - Replace | 25 | \$31,500 | \$1,260 | 1.32 % |
| 324 Exterior Wall Lights - Replace | 20 | \$2,100 | \$105 | 0.11 % |
| 413 Flag Pole - Replace | 30 | \$2,875 | \$96 | 0.10 % |
| 701 Sliding Entry Doors - Replace | 20 | \$16,000 | \$800 | 0.84 % |
| 1107 Metal Fence/Rail - Repaint | 5 | \$3,300 | \$660 | 0.69 % |
| 1113 Metal Surfaces - Repaint | 5 | \$8,100 | \$1,620 | 1.70 % |
| 1116 Wood Surfaces - Repaint | 5 | \$52,550 | \$10,510 | 11.02 % |
| 1121 Wood Siding - Replace | 30 | \$182,000 | \$6,067 | 6.36 % |
| 1303 Comp Shingle Roof - Replace | 25 | \$221,000 | \$8,840 | 9.27 % |
| Building Interior | | | | |
| 325 Fluorescent Strips - Replace | 20 | \$14,000 | \$700 | 0.73 % |
| 325 Interior Lights - Replace | 20 | \$16,500 | \$825 | 0.86 % |
| 601 Carpet - Replace | 10 | \$110,000 | \$11,000 | 11.53 % |
| 602 Linoleum Flooring - Replace | 10 | \$20,550 | \$2,055 | 2.15 % |
| 603 Tile Floor - Replace | 25 | \$74,900 | \$2,996 | 3.14 % |
| 904 Built-In Furniture - Replace | 25 | \$145,500 | \$5,820 | 6.10 % |
| 908 Window Treatments - Replace | 20 | \$8,000 | \$400 | 0.42 % |
| 909 Bathrooms - Refurbish | 20 | \$40,000 | \$2,000 | 2.10 % |
| 1110 Interior Surfaces - Repaint | 10 | \$32,350 | \$3,235 | 3.39 % |
| 1111 Interior Wood Surfaces - Repaint | 10 | \$7,875 | \$788 | 0.83 % |
| Mechanical and Systems | | | | |
| 302 Generator - Replace | 30 | \$125,000 | \$4,167 | 4.37 % |
| 303 Liquid Chiller - Replace | 25 | \$120,000 | \$4,800 | 5.03 % |
| 304 Liquid Chiller - Refurbish | 10 | \$67,500 | \$6,750 | 7.08 % |
| 305 Air Handlers - Replace | 20 | \$9,000 | \$450 | 0.47 % |
| 312 Cooling Tower - Replace | 20 | \$55,500 | \$2,775 | 2.91 % |
| 330 Backup Lighting System - Replace | 20 | \$12,500 | \$625 | 0.66 % |
| 801 HVAC Boiler - Replace | 20 | \$20,000 | \$1,000 | 1.05 % |
| 1801 Elevator - Modernize | 25 | \$72,500 | \$2,900 | 3.04 % |
| 1802 Elevator Cab - Remodel | 15 | \$10,000 | \$667 | 0.70 % |
| 1803 Fire Alarm Panels - Replace | 20 | \$28,750 | \$1,438 | 1.51 % |
| 32 Total Funded Components | | | \$95,392 | 100.00 % |

30-Year Reserve Plan Summary

**17918-0
Full**

| | | |
|--|-----------------------------------|-------------------|
| Fiscal Year Start: 2019 | Interest: 1.00 % | Inflation: 3.00 % |
| Reserve Fund Strength Calculations: (All values of Fiscal Year Start Date) | Projected Reserve Balance Changes | |

| Year | Starting Reserve Balance | Fully Funded Balance | Percent Funded | Special Funding Needs Risk | % Increase | | Loan or Special Funding Needs | Interest Income | Reserve Expenses |
|------|--------------------------|----------------------|----------------|----------------------------|---------------------|-------------------|-------------------------------|-----------------|------------------|
| | | | | | In Annual Contribs. | Reserve Contribs. | | | |
| 2019 | \$421,600 | \$1,105,138 | 38.1 % | Medium | 0.00 % | \$132,650 | \$0 | \$4,512 | \$77,625 |
| 2020 | \$481,137 | \$1,156,592 | 41.6 % | Medium | 3.00 % | \$136,630 | \$0 | \$5,248 | \$54,127 |
| 2021 | \$568,888 | \$1,236,741 | 46.0 % | Medium | 3.00 % | \$140,728 | \$0 | \$5,512 | \$181,175 |
| 2022 | \$533,953 | \$1,191,470 | 44.8 % | Medium | 3.00 % | \$144,950 | \$0 | \$6,092 | \$0 |
| 2023 | \$684,995 | \$1,334,578 | 51.3 % | Medium | 3.00 % | \$149,299 | \$0 | \$7,567 | \$12,831 |
| 2024 | \$829,030 | \$1,471,985 | 56.3 % | Medium | 3.00 % | \$153,778 | \$0 | \$7,747 | \$269,502 |
| 2025 | \$721,053 | \$1,352,460 | 53.3 % | Medium | 3.00 % | \$158,391 | \$0 | \$7,724 | \$62,747 |
| 2026 | \$824,420 | \$1,445,724 | 57.0 % | Medium | 3.00 % | \$163,143 | \$0 | \$9,040 | \$12,299 |
| 2027 | \$984,304 | \$1,597,268 | 61.6 % | Medium | 3.00 % | \$168,037 | \$0 | \$10,732 | \$0 |
| 2028 | \$1,163,073 | \$1,769,651 | 65.7 % | Medium | 3.00 % | \$173,078 | \$0 | \$12,479 | \$14,874 |
| 2029 | \$1,333,756 | \$1,935,618 | 68.9 % | Medium | 3.00 % | \$178,271 | \$0 | \$7,925 | \$1,268,019 |
| 2030 | \$251,933 | \$819,672 | 30.7 % | Medium | 3.00 % | \$183,619 | \$0 | \$3,088 | \$72,741 |
| 2031 | \$365,898 | \$905,344 | 40.4 % | Medium | 3.00 % | \$189,127 | \$0 | \$3,403 | \$243,484 |
| 2032 | \$314,943 | \$821,802 | 38.3 % | Medium | 3.00 % | \$194,801 | \$0 | \$4,142 | \$0 |
| 2033 | \$513,887 | \$990,745 | 51.9 % | Medium | 3.00 % | \$200,645 | \$0 | \$6,084 | \$17,244 |
| 2034 | \$703,372 | \$1,151,324 | 61.1 % | Medium | 3.00 % | \$206,664 | \$0 | \$5,600 | \$498,550 |
| 2035 | \$417,087 | \$825,433 | 50.5 % | Medium | 3.00 % | \$212,864 | \$0 | \$4,836 | \$84,327 |
| 2036 | \$550,459 | \$921,007 | 59.8 % | Medium | 3.00 % | \$219,250 | \$0 | \$6,631 | \$0 |
| 2037 | \$776,341 | \$1,111,036 | 69.9 % | Medium | 3.00 % | \$225,828 | \$0 | \$8,933 | \$0 |
| 2038 | \$1,011,102 | \$1,311,637 | 77.1 % | Low | 3.00 % | \$232,603 | \$0 | \$11,225 | \$19,990 |
| 2039 | \$1,234,940 | \$1,502,685 | 82.2 % | Low | 3.00 % | \$239,581 | \$0 | \$12,905 | \$140,199 |
| 2040 | \$1,347,227 | \$1,580,817 | 85.2 % | Low | 3.00 % | \$246,768 | \$0 | \$14,283 | \$97,758 |
| 2041 | \$1,510,519 | \$1,710,331 | 88.3 % | Low | 3.00 % | \$254,171 | \$0 | \$14,711 | \$346,384 |
| 2042 | \$1,433,018 | \$1,593,129 | 89.9 % | Low | 3.00 % | \$261,796 | \$0 | \$15,711 | \$0 |
| 2043 | \$1,710,525 | \$1,834,835 | 93.2 % | Low | 3.00 % | \$269,650 | \$0 | \$18,422 | \$23,174 |
| 2044 | \$1,975,423 | \$2,065,741 | 95.6 % | Low | 3.00 % | \$277,740 | \$0 | \$18,795 | \$486,751 |
| 2045 | \$1,785,207 | \$1,832,080 | 97.4 % | Low | 2.50 % | \$284,683 | \$0 | \$18,795 | \$113,329 |
| 2046 | \$1,975,356 | \$1,982,207 | 99.7 % | Low | 2.50 % | \$291,800 | \$0 | \$21,310 | \$0 |
| 2047 | \$2,288,467 | \$2,259,923 | 101.3 % | Low | 2.50 % | \$299,095 | \$0 | \$24,492 | \$0 |
| 2048 | \$2,612,054 | \$2,552,517 | 102.3 % | Low | 2.50 % | \$306,573 | \$0 | \$27,646 | \$26,865 |

30-Year Income/Expense Detail (yrs 0 through 4)

17918-0
Full

| Fiscal Year | 2019 | 2020 | 2021 | 2022 | 2023 |
|---------------------------------------|-----------|-----------|-----------|-----------|-----------|
| Starting Reserve Balance | \$421,600 | \$481,137 | \$568,888 | \$533,953 | \$684,995 |
| Annual Reserve Contribution | \$132,650 | \$136,630 | \$140,728 | \$144,950 | \$149,299 |
| Recommended Special Assessments | \$0 | \$0 | \$0 | \$0 | \$0 |
| Interest Earnings | \$4,512 | \$5,248 | \$5,512 | \$6,092 | \$7,567 |
| Total Income | \$558,762 | \$623,014 | \$715,128 | \$684,995 | \$841,861 |
| # Component | | | | | |
| General Common Areas | | | | | |
| 201 Asphalt - Remove & Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 202 Asphalt - Seal/Repair | \$10,125 | \$0 | \$0 | \$0 | \$0 |
| 204 Concrete Swales - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 320 Pole Lights - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 324 Exterior Wall Lights - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 413 Flag Pole - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 701 Sliding Entry Doors - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1107 Metal Fence/Rail - Repaint | \$0 | \$0 | \$0 | \$0 | \$3,714 |
| 1113 Metal Surfaces - Repaint | \$0 | \$0 | \$0 | \$0 | \$9,117 |
| 1116 Wood Surfaces - Repaint | \$0 | \$54,127 | \$0 | \$0 | \$0 |
| 1121 Wood Siding - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1303 Comp Shingle Roof - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| Building Interior | | | | | |
| 325 Fluorescent Strips - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 325 Interior Lights - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 601 Carpet - Replace | \$0 | \$0 | \$116,699 | \$0 | \$0 |
| 602 Linoleum Flooring - Replace | \$0 | \$0 | \$21,801 | \$0 | \$0 |
| 603 Tile Floor - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 904 Built-In Furniture - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 908 Window Treatments - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 909 Bathrooms - Refurbish | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1110 Interior Surfaces - Repaint | \$0 | \$0 | \$34,320 | \$0 | \$0 |
| 1111 Interior Wood Surfaces - Repaint | \$0 | \$0 | \$8,355 | \$0 | \$0 |
| Mechanical and Systems | | | | | |
| 302 Generator - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 303 Liquid Chiller - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 304 Liquid Chiller - Refurbish | \$67,500 | \$0 | \$0 | \$0 | \$0 |
| 305 Air Handlers - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 312 Cooling Tower - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 330 Backup Lighting System - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 801 HVAC Boiler - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1801 Elevator - Modernize | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1802 Elevator Cab - Remodel | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1803 Fire Alarm Panels - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Expenses | \$77,625 | \$54,127 | \$181,175 | \$0 | \$12,831 |
| Ending Reserve Balance | \$481,137 | \$568,888 | \$533,953 | \$684,995 | \$829,030 |

| Fiscal Year | 2024 | 2025 | 2026 | 2027 | 2028 |
|---------------------------------------|------------------|------------------|------------------|--------------------|--------------------|
| Starting Reserve Balance | \$829,030 | \$721,053 | \$824,420 | \$984,304 | \$1,163,073 |
| Annual Reserve Contribution | \$153,778 | \$158,391 | \$163,143 | \$168,037 | \$173,078 |
| Recommended Special Assessments | \$0 | \$0 | \$0 | \$0 | \$0 |
| Interest Earnings | \$7,747 | \$7,724 | \$9,040 | \$10,732 | \$12,479 |
| Total Income | \$990,555 | \$887,168 | \$996,603 | \$1,163,073 | \$1,348,630 |
| # Component | | | | | |
| General Common Areas | | | | | |
| 201 Asphalt - Remove & Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 202 Asphalt - Seal/Repair | \$11,738 | \$0 | \$0 | \$0 | \$0 |
| 204 Concrete Swales - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 320 Pole Lights - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 324 Exterior Wall Lights - Replace | \$2,434 | \$0 | \$0 | \$0 | \$0 |
| 413 Flag Pole - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 701 Sliding Entry Doors - Replace | \$18,548 | \$0 | \$0 | \$0 | \$0 |
| 1107 Metal Fence/Rail - Repaint | \$0 | \$0 | \$0 | \$0 | \$4,306 |
| 1113 Metal Surfaces - Repaint | \$0 | \$0 | \$0 | \$0 | \$10,569 |
| 1116 Wood Surfaces - Repaint | \$0 | \$62,747 | \$0 | \$0 | \$0 |
| 1121 Wood Siding - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1303 Comp Shingle Roof - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| Building Interior | | | | | |
| 325 Fluorescent Strips - Replace | \$16,230 | \$0 | \$0 | \$0 | \$0 |
| 325 Interior Lights - Replace | \$19,128 | \$0 | \$0 | \$0 | \$0 |
| 601 Carpet - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 602 Linoleum Flooring - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 603 Tile Floor - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 904 Built-In Furniture - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 908 Window Treatments - Replace | \$9,274 | \$0 | \$0 | \$0 | \$0 |
| 909 Bathrooms - Refurbish | \$46,371 | \$0 | \$0 | \$0 | \$0 |
| 1110 Interior Surfaces - Repaint | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1111 Interior Wood Surfaces - Repaint | \$0 | \$0 | \$0 | \$0 | \$0 |
| Mechanical and Systems | | | | | |
| 302 Generator - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 303 Liquid Chiller - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 304 Liquid Chiller - Refurbish | \$0 | \$0 | \$0 | \$0 | \$0 |
| 305 Air Handlers - Replace | \$10,433 | \$0 | \$0 | \$0 | \$0 |
| 312 Cooling Tower - Replace | \$64,340 | \$0 | \$0 | \$0 | \$0 |
| 330 Backup Lighting System - Replace | \$14,491 | \$0 | \$0 | \$0 | \$0 |
| 801 HVAC Boiler - Replace | \$23,185 | \$0 | \$0 | \$0 | \$0 |
| 1801 Elevator - Modernize | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1802 Elevator Cab - Remodel | \$0 | \$0 | \$12,299 | \$0 | \$0 |
| 1803 Fire Alarm Panels - Replace | \$33,329 | \$0 | \$0 | \$0 | \$0 |
| Total Expenses | \$269,502 | \$62,747 | \$12,299 | \$0 | \$14,874 |
| Ending Reserve Balance | \$721,053 | \$824,420 | \$984,304 | \$1,163,073 | \$1,333,756 |

| Fiscal Year | 2029 | 2030 | 2031 | 2032 | 2033 |
|---------------------------------------|--------------------|------------------|------------------|------------------|------------------|
| Starting Reserve Balance | \$1,333,756 | \$251,933 | \$365,898 | \$314,943 | \$513,887 |
| Annual Reserve Contribution | \$178,271 | \$183,619 | \$189,127 | \$194,801 | \$200,645 |
| Recommended Special Assessments | \$0 | \$0 | \$0 | \$0 | \$0 |
| Interest Earnings | \$7,925 | \$3,088 | \$3,403 | \$4,142 | \$6,084 |
| Total Income | \$1,519,952 | \$438,639 | \$558,428 | \$513,887 | \$720,616 |
| # Component | | | | | |
| General Common Areas | | | | | |
| 201 Asphalt - Remove & Replace | \$254,672 | \$0 | \$0 | \$0 | \$0 |
| 202 Asphalt - Seal/Repair | \$13,607 | \$0 | \$0 | \$0 | \$0 |
| 204 Concrete Swales - Replace | \$14,783 | \$0 | \$0 | \$0 | \$0 |
| 320 Pole Lights - Replace | \$42,333 | \$0 | \$0 | \$0 | \$0 |
| 324 Exterior Wall Lights - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 413 Flag Pole - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 701 Sliding Entry Doors - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1107 Metal Fence/Rail - Repaint | \$0 | \$0 | \$0 | \$0 | \$4,992 |
| 1113 Metal Surfaces - Repaint | \$0 | \$0 | \$0 | \$0 | \$12,252 |
| 1116 Wood Surfaces - Repaint | \$0 | \$72,741 | \$0 | \$0 | \$0 |
| 1121 Wood Siding - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1303 Comp Shingle Roof - Replace | \$297,006 | \$0 | \$0 | \$0 | \$0 |
| Building Interior | | | | | |
| 325 Fluorescent Strips - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 325 Interior Lights - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 601 Carpet - Replace | \$0 | \$0 | \$156,834 | \$0 | \$0 |
| 602 Linoleum Flooring - Replace | \$0 | \$0 | \$29,299 | \$0 | \$0 |
| 603 Tile Floor - Replace | \$100,659 | \$0 | \$0 | \$0 | \$0 |
| 904 Built-In Furniture - Replace | \$195,540 | \$0 | \$0 | \$0 | \$0 |
| 908 Window Treatments - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 909 Bathrooms - Refurbish | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1110 Interior Surfaces - Repaint | \$0 | \$0 | \$46,123 | \$0 | \$0 |
| 1111 Interior Wood Surfaces - Repaint | \$0 | \$0 | \$11,228 | \$0 | \$0 |
| Mechanical and Systems | | | | | |
| 302 Generator - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 303 Liquid Chiller - Replace | \$161,270 | \$0 | \$0 | \$0 | \$0 |
| 304 Liquid Chiller - Refurbish | \$90,714 | \$0 | \$0 | \$0 | \$0 |
| 305 Air Handlers - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 312 Cooling Tower - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 330 Backup Lighting System - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 801 HVAC Boiler - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1801 Elevator - Modernize | \$97,434 | \$0 | \$0 | \$0 | \$0 |
| 1802 Elevator Cab - Remodel | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1803 Fire Alarm Panels - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Expenses | \$1,268,019 | \$72,741 | \$243,484 | \$0 | \$17,244 |
| Ending Reserve Balance | \$251,933 | \$365,898 | \$314,943 | \$513,887 | \$703,372 |

| Fiscal Year | 2034 | 2035 | 2036 | 2037 | 2038 |
|---------------------------------------|------------------|------------------|------------------|--------------------|--------------------|
| Starting Reserve Balance | \$703,372 | \$417,087 | \$550,459 | \$776,341 | \$1,011,102 |
| Annual Reserve Contribution | \$206,664 | \$212,864 | \$219,250 | \$225,828 | \$232,603 |
| Recommended Special Assessments | \$0 | \$0 | \$0 | \$0 | \$0 |
| Interest Earnings | \$5,600 | \$4,836 | \$6,631 | \$8,933 | \$11,225 |
| Total Income | \$915,636 | \$634,787 | \$776,341 | \$1,011,102 | \$1,254,930 |
| # Component | | | | | |
| General Common Areas | | | | | |
| 201 Asphalt - Remove & Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 202 Asphalt - Seal/Repair | \$15,774 | \$0 | \$0 | \$0 | \$0 |
| 204 Concrete Swales - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 320 Pole Lights - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 324 Exterior Wall Lights - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 413 Flag Pole - Replace | \$4,479 | \$0 | \$0 | \$0 | \$0 |
| 701 Sliding Entry Doors - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1107 Metal Fence/Rail - Repaint | \$0 | \$0 | \$0 | \$0 | \$5,787 |
| 1113 Metal Surfaces - Repaint | \$0 | \$0 | \$0 | \$0 | \$14,203 |
| 1116 Wood Surfaces - Repaint | \$0 | \$84,327 | \$0 | \$0 | \$0 |
| 1121 Wood Siding - Replace | \$283,550 | \$0 | \$0 | \$0 | \$0 |
| 1303 Comp Shingle Roof - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| Building Interior | | | | | |
| 325 Fluorescent Strips - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 325 Interior Lights - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 601 Carpet - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 602 Linoleum Flooring - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 603 Tile Floor - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 904 Built-In Furniture - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 908 Window Treatments - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 909 Bathrooms - Refurbish | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1110 Interior Surfaces - Repaint | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1111 Interior Wood Surfaces - Repaint | \$0 | \$0 | \$0 | \$0 | \$0 |
| Mechanical and Systems | | | | | |
| 302 Generator - Replace | \$194,746 | \$0 | \$0 | \$0 | \$0 |
| 303 Liquid Chiller - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 304 Liquid Chiller - Refurbish | \$0 | \$0 | \$0 | \$0 | \$0 |
| 305 Air Handlers - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 312 Cooling Tower - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 330 Backup Lighting System - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 801 HVAC Boiler - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1801 Elevator - Modernize | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1802 Elevator Cab - Remodel | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1803 Fire Alarm Panels - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Expenses | \$498,550 | \$84,327 | \$0 | \$0 | \$19,990 |
| Ending Reserve Balance | \$417,087 | \$550,459 | \$776,341 | \$1,011,102 | \$1,234,940 |

| Fiscal Year | 2039 | 2040 | 2041 | 2042 | 2043 |
|---------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Starting Reserve Balance | \$1,234,940 | \$1,347,227 | \$1,510,519 | \$1,433,018 | \$1,710,525 |
| Annual Reserve Contribution | \$239,581 | \$246,768 | \$254,171 | \$261,796 | \$269,650 |
| Recommended Special Assessments | \$0 | \$0 | \$0 | \$0 | \$0 |
| Interest Earnings | \$12,905 | \$14,283 | \$14,711 | \$15,711 | \$18,422 |
| Total Income | \$1,487,426 | \$1,608,277 | \$1,779,402 | \$1,710,525 | \$1,998,597 |
| # Component | | | | | |
| General Common Areas | | | | | |
| 201 Asphalt - Remove & Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 202 Asphalt - Seal/Repair | \$18,287 | \$0 | \$0 | \$0 | \$0 |
| 204 Concrete Swales - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 320 Pole Lights - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 324 Exterior Wall Lights - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 413 Flag Pole - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 701 Sliding Entry Doors - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1107 Metal Fence/Rail - Repaint | \$0 | \$0 | \$0 | \$0 | \$6,708 |
| 1113 Metal Surfaces - Repaint | \$0 | \$0 | \$0 | \$0 | \$16,466 |
| 1116 Wood Surfaces - Repaint | \$0 | \$97,758 | \$0 | \$0 | \$0 |
| 1121 Wood Siding - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1303 Comp Shingle Roof - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| Building Interior | | | | | |
| 325 Fluorescent Strips - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 325 Interior Lights - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 601 Carpet - Replace | \$0 | \$0 | \$210,771 | \$0 | \$0 |
| 602 Linoleum Flooring - Replace | \$0 | \$0 | \$39,376 | \$0 | \$0 |
| 603 Tile Floor - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 904 Built-In Furniture - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 908 Window Treatments - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 909 Bathrooms - Refurbish | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1110 Interior Surfaces - Repaint | \$0 | \$0 | \$61,986 | \$0 | \$0 |
| 1111 Interior Wood Surfaces - Repaint | \$0 | \$0 | \$15,089 | \$0 | \$0 |
| Mechanical and Systems | | | | | |
| 302 Generator - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 303 Liquid Chiller - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 304 Liquid Chiller - Refurbish | \$121,913 | \$0 | \$0 | \$0 | \$0 |
| 305 Air Handlers - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 312 Cooling Tower - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 330 Backup Lighting System - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 801 HVAC Boiler - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1801 Elevator - Modernize | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1802 Elevator Cab - Remodel | \$0 | \$0 | \$19,161 | \$0 | \$0 |
| 1803 Fire Alarm Panels - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Expenses | \$140,199 | \$97,758 | \$346,384 | \$0 | \$23,174 |
| Ending Reserve Balance | \$1,347,227 | \$1,510,519 | \$1,433,018 | \$1,710,525 | \$1,975,423 |

| Fiscal Year | 2044 | 2045 | 2046 | 2047 | 2048 |
|---------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Starting Reserve Balance | \$1,975,423 | \$1,785,207 | \$1,975,356 | \$2,288,467 | \$2,612,054 |
| Annual Reserve Contribution | \$277,740 | \$284,683 | \$291,800 | \$299,095 | \$306,573 |
| Recommended Special Assessments | \$0 | \$0 | \$0 | \$0 | \$0 |
| Interest Earnings | \$18,795 | \$18,795 | \$21,310 | \$24,492 | \$27,646 |
| Total Income | \$2,271,958 | \$2,088,685 | \$2,288,467 | \$2,612,054 | \$2,946,272 |
| # Component | | | | | |
| General Common Areas | | | | | |
| 201 Asphalt - Remove & Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 202 Asphalt - Seal/Repair | \$21,200 | \$0 | \$0 | \$0 | \$0 |
| 204 Concrete Swales - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 320 Pole Lights - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 324 Exterior Wall Lights - Replace | \$4,397 | \$0 | \$0 | \$0 | \$0 |
| 413 Flag Pole - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 701 Sliding Entry Doors - Replace | \$33,500 | \$0 | \$0 | \$0 | \$0 |
| 1107 Metal Fence/Rail - Repaint | \$0 | \$0 | \$0 | \$0 | \$7,777 |
| 1113 Metal Surfaces - Repaint | \$0 | \$0 | \$0 | \$0 | \$19,088 |
| 1116 Wood Surfaces - Repaint | \$0 | \$113,329 | \$0 | \$0 | \$0 |
| 1121 Wood Siding - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1303 Comp Shingle Roof - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| Building Interior | | | | | |
| 325 Fluorescent Strips - Replace | \$29,313 | \$0 | \$0 | \$0 | \$0 |
| 325 Interior Lights - Replace | \$34,547 | \$0 | \$0 | \$0 | \$0 |
| 601 Carpet - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 602 Linoleum Flooring - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 603 Tile Floor - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 904 Built-In Furniture - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 908 Window Treatments - Replace | \$16,750 | \$0 | \$0 | \$0 | \$0 |
| 909 Bathrooms - Refurbish | \$83,751 | \$0 | \$0 | \$0 | \$0 |
| 1110 Interior Surfaces - Repaint | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1111 Interior Wood Surfaces - Repaint | \$0 | \$0 | \$0 | \$0 | \$0 |
| Mechanical and Systems | | | | | |
| 302 Generator - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 303 Liquid Chiller - Replace | \$0 | \$0 | \$0 | \$0 | \$0 |
| 304 Liquid Chiller - Refurbish | \$0 | \$0 | \$0 | \$0 | \$0 |
| 305 Air Handlers - Replace | \$18,844 | \$0 | \$0 | \$0 | \$0 |
| 312 Cooling Tower - Replace | \$116,205 | \$0 | \$0 | \$0 | \$0 |
| 330 Backup Lighting System - Replace | \$26,172 | \$0 | \$0 | \$0 | \$0 |
| 801 HVAC Boiler - Replace | \$41,876 | \$0 | \$0 | \$0 | \$0 |
| 1801 Elevator - Modernize | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1802 Elevator Cab - Remodel | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1803 Fire Alarm Panels - Replace | \$60,196 | \$0 | \$0 | \$0 | \$0 |
| Total Expenses | \$486,751 | \$113,329 | \$0 | \$0 | \$26,865 |
| Ending Reserve Balance | \$1,785,207 | \$1,975,356 | \$2,288,467 | \$2,612,054 | \$2,919,407 |

Accuracy, Limitations, and Disclosures

Association Reserves and its employees have no ownership, management, or other business relationships with the client other than this Reserve Study engagement. Robert M. Nordlund, P.E., R.S., company Founder/CEO, is a California licensed Professional Engineer (Mechanical, #22322), and credentialed Reserve Specialist (#5). All work done by Association Reserves is performed under his Responsible Charge and is performed in accordance with National Reserve Study Standards (NRSS). There are no material issues to our knowledge that have not been disclosed to the client that would cause a distortion of the client's situation.

Per NRSS, information provided by official representative(s) of the client, vendors, and suppliers regarding financial details, component physical details and/or quantities, or historical issues/conditions will be deemed reliable, and is not intended to be used for the purpose of any type of audit, quality/forensic analysis, or background checks of historical records. As such, information provided to us has not been audited or independently verified.

Estimates for interest and inflation have been included, because including such estimates are more accurate than ignoring them completely. When we are hired to prepare Update reports, the client is considered to have deemed those previously developed component quantities as accurate and reliable, whether established by our firm or other individuals/firms (unless specifically mentioned in our Site Inspection Notes). During inspections our company standard is to establish measurements within 5% accuracy, and our scope includes visual inspection of accessible areas and components and does not include any destructive or other testing. Our work is done only for budget purposes. Uses or expectations outside our expertise and scope of work include, but are not limited to, project audit, quality inspection, and the identification of construction defects, hazardous materials, or dangerous conditions. Identifying hidden issues such as but not limited to plumbing or electrical problems are also outside our scope of work. Our estimates assume proper original installation & construction, adherence to recommended preventive maintenance, a stable economic environment, and do not consider frequency or severity of natural disasters. Our opinions of component Useful Life, Remaining Useful Life, and current or future cost estimates are not a warranty or guarantee of actual costs or timing.

Because the physical and financial status of the property, legislation, the economy, weather, owner expectations, and usage are all in a continual state of change over which we have no control, we do not expect that the events projected in this document will all occur exactly as planned. This Reserve Study is by nature a "one-year" document in need of being updated annually so that more accurate estimates can be incorporated. It is only because a long-term perspective improves the accuracy of near-term planning that this Report projects expenses into the future. We fully expect a number of adjustments will be necessary through the interim years to the cost and timing of expense projections and the funding necessary to prepare for those estimated expenses.

In this engagement our compensation is not contingent upon our conclusions, and our liability in any matter involving this Reserve Study is limited to our fee for services rendered.

Terms and Definitions

| | |
|------------------------------------|--|
| BTU | British Thermal Unit (a standard unit of energy) |
| DIA | Diameter |
| GSF | Gross Square Feet (area). Equivalent to Square Feet |
| GSY | Gross Square Yards (area). Equivalent to Square Yards |
| HP | Horsepower |
| LF | Linear Feet (length) |
| Effective Age | The difference between Useful Life and Remaining Useful Life. Note that this is not necessarily equivalent to the chronological age of the component. |
| Fully Funded Balance (FFB) | The value of the deterioration of the Reserve Components. This is the fraction of life "used up" of each component multiplied by its estimated Current Replacement. While calculated for each component, it is summed together for an property total. |
| Inflation | Cost factors are adjusted for inflation at the rate defined in the Executive Summary and compounded annually. These increasing costs can be seen as you follow the recurring cycles of a component on the "30-yr Income/Expense Detail" table. |
| Interest | Interest earnings on Reserve Funds are calculated using the average balance for the year (taking into account income and expenses through the year) and compounded monthly using the rate defined in the Executive Summary. Annual interest earning assumption appears in the Executive Summary. |
| Percent Funded | The ratio, at a particular point in time (the first day of the Fiscal Year), of the actual (or projected) Reserve Balance to the Fully Funded Balance, expressed as a percentage. |
| Remaining Useful Life (RUL) | The estimated time, in years, that a common area component can be expected to continue to serve its intended function. |
| Useful Life (UL) | The estimated time, in years, that a common area component can be expected to serve its intended function. |

Component Details

The primary purpose of the Component Details appendix is to provide the reader with the basis of our funding assumptions resulting from our physical analysis and subsequent research. The information presented here represents a wide range of components that were observed and measured against National Reserve Study Standards to determine if they meet the criteria for reserve funding.

- 1) Common area repair & replacement responsibility
- 2) Component must have a limited useful life
- 3) Life limit must be predictable
- 4) Above a minimum threshold cost (board's discretion – typically ½ to 1% of Annual operating expenses).

Not all your components may have been found appropriate for reserve funding. In our judgment, the components meeting the above four criteria are shown with the Useful Life (how often the project is expected to occur), Remaining Useful Life (when the next instance of the expense will be) and representative market cost range termed “Best Cost” and “Worst Cost”. There are many factors that can result in a wide variety of potential costs, and we have attempted to present the cost range in which your actual expense will occur.

Where no Useful Life, Remaining Useful Life, or pricing exists, the component was deemed inappropriate for Reserve Funding.

General Common Areas

Comp #: 103 Concrete Walk - Repair

Quantity: Extensive GSF

Location: Grounds, parking areas
 Funded?: No. Long life, inappropriate for Reserve designation.
 History: Original to property

Comments: Under normal circumstances these surfaces should reach a very long useful life with no expectation for complete replacement. Best to inspect on a regular basis for trip-hazards. We recommend that the City fund for concrete repairs and pressure-washing on an annual basis as an Operating expense. No Reserve funding required but if annual maintenance is neglected future funding may be needed.

Useful Life:
0 years

Remaining Life:
0 years



Best Case: \$ 0

Worst Case: \$ 0

Cost Source:

Comp #: 201 Asphalt - Remove & Replace

Quantity: Approx 63100 GSF

Location: Entry and parking areas
 Funded?: Yes. Meets National Reserve Study Standards four-part test
 History: Original to property

Comments: The asphalt is raveled and stained with local areas of minor cracking. No severe damage observed. In fair overall condition. Regular seal (refer to #202) projects will help to extend the useful life of this component.

Useful Life:
25 years

Remaining Life:
10 years



Best Case: \$ 158,000

Worst Case: \$ 221,000

Lower estimate to grind and overlay,
\$2.50/GSF

Higher estimate, \$3.50/Sq Ft

Cost Source: ARI Cost Database

Comp #: 202 Asphalt - Seal/Repair

Quantity: Approx 63100 GSF

Location: Entry and Parking areas

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Last sealed approx 2013

Comments: General cracks and staining observed. Seal is in poor condition. Asphalt should be sealed regularly to ensure a full useful life. Sealing at regular intervals restores the appearance and minimizes penetration of water and other surface contaminants.

Useful Life:
5 years

Remaining Life:
0 years



Best Case: \$ 8,850

Worst Case: \$ 11,400

Lower estimate to clean, prep, and seal,
\$.14/GSF

Higher estimate, includes crack repairs

Cost Source: ARI Cost Database

Comp #: 204 Concrete Swales - Replace

Quantity: Approx 1000 GSF

Location:

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: Fair condition with local areas of cracking. Best to plan for replacement to coincide with the asphalt remove and replace project (refer to #201) to maximize efficiency.

Useful Life:
25 years

Remaining Life:
10 years



Best Case: \$ 10,000

Worst Case: \$ 12,000

Lower estimate for replacement

Higher estimate

Cost Source: ARI Cost Database

Comp #: 319 Driveway Lights - Replace

Quantity: (4) Fixtures

Location: Driveway entry to facility

Funded?: No. Too small cost and life too indeterminate for Reserve designation. Best to replace as needed as an operating expense.

History:

Comments: Inspected during daylight hours but assumed to be functional.

Useful Life:
0 years

Remaining Life:
0 years



Best Case: \$ 0

Worst Case: \$ 0

Cost Source:

Comp #: 320 Pole Lights - Replace

Quantity: (18) Fixtures 20' Tall

Location: Driveway and parking lot area

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property.

Comments: Inspected during daylight hours but assumed to be functional. Upright and sturdy with no signs of advanced damage or abuse. In fair condition. It is best to eventually replace all of the pole lights at the same time to maintain a uniform appearance. Clean the fixtures on a regular basis to ensure full illumination.

Useful Life:
25 years

Remaining Life:
10 years



Best Case: \$ 27,000

Worst Case: \$ 36,000

Lower estimate to replace, \$1500 ea, installed

Higher estimate, \$2000 ea

Cost Source: ARI Cost Database

Comp #: 324 Exterior Wall Lights - Replace

Quantity: (12) Fixtures

Location: Exterior of building
 Funded?: Yes. Meets National Reserve Study Standards four-part test
 History: Original to property

Comments: Inspected during daylight hours but assumed to be functional. Fixtures exhibit moderate wear and aging. No significant deterioration evident. In fair condition. Best to eventually replace all at once to maintain a uniform appearance.

Useful Life:
 20 years

Remaining Life:
 5 years



Best Case: \$ 1,800

Worst Case: \$ 2,400

Lower estimate to replace, \$150 ea, installed

Higher estimate, \$200 ea

Cost Source: ARI Cost Database

Comp #: 413 Flag Pole - Replace

Quantity: (1) Flag Pole

Location: Entry to property
 Funded?: Yes. Meets National Reserve Study Standards four-part test
 History: Original to property

Comments: Pole is strong and sturdy. Spun aluminum. No significant deterioration or abuse observed during inspection. In fair condition.

Useful Life:
 30 years

Remaining Life:
 15 years



Best Case: \$ 2,500

Worst Case: \$ 3,250

Lower estimate to remove and replace

Higher estimate

Cost Source: ARI Cost Database

Comp #: 701 Sliding Entry Doors - Replace

Quantity: (2) Metal/Glass Doors

Location: Main Entry

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: The doors were fully operational at the time of the inspection. No reported problems but the doors did seem to be unusually noisy when opening and closing. No major exterior wear observed. Plan to cycle replacement with sensor and keypad replacement projects for efficiency.

Useful Life:
20 years

Remaining Life:
5 years



Best Case: \$ 12,000

Worst Case: \$ 20,000

Lower estimate to replace

Higher estimate

Cost Source: ARI Cost Database

Comp #: 1107 Metal Fence/Rail - Repaint

Quantity: Approx 300 LF

Location: Building exterior walkway, entry, and parking areas

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Last repainted in 2018

Comments: Minor wear but no chipping or rust observed. Paint coverage is in good condition. Regular paint cycles will help protect the ironwork from damaging weather and irrigation elements while maintaining an attractive appearance.

Useful Life:
5 years

Remaining Life:
4 years



Best Case: \$ 3,000

Worst Case: \$ 3,600

Lower estimate to prep and paint

Higher estimate

Cost Source: Client Cost History.

Comp #: 1113 Metal Surfaces - Repaint

Quantity: Ext. Doors/Trash Gates

Location: Doors, gates, trim areas
 Funded?: Yes. Meets National Reserve Study Standards four-part test
 History: Last painted in 2018.

Comments: Minor wear observed but no significant deterioration witnessed at this time. Paint coverage is in good condition. Stick to repaint cycles to maintain aesthetics and to help achieve full useful lives of these assets.

Useful Life:
 5 years

Remaining Life:
 4 years



Best Case: \$ 7,100

Worst Case: \$ 9,100

Lower estimate to prep and paint

Higher estimate

Cost Source: Client Cost History

Comp #: 1116 Wood Surfaces - Repaint

Quantity: Approx 23300 GSF

Location: Exterior surfaces and trim
 Funded?: Yes. Meets National Reserve Study Standards four-part test
 History: Unknown

Comments: Consists of the roof perimeter's wood trim center trellis and wood shingle siding. Signs of dryness and cracking. Paint coverage is in declining condition. Regular paint cycles will help protect the wood surfaces from damaging weather elements that cause dry-rotting and warping.

Useful Life:
 5 years

Remaining Life:
 1 years



Best Case: \$ 46,600

Worst Case: \$ 58,500

Lower estimate to prep and paint

Higher estimate

Cost Source: ARI Cost Database

Comp #: 1121 Wood Siding - Replace

Quantity: Approx 10100 GSF

Location: Building exterior surfaes
 Funded?: Yes. Meets National Reserve Study Standards four-part test
 History: Original to property

Comments: Conditions vary among locations. Dryness and discoloration was noticed while on-site. Regular painting will help extend the useful life of this component. No severe damage detected at this time. In fair overall condition. Anticipate the need for eventual replacement to maintain this asset.

Useful Life:
30 years

Remaining Life:
15 years



Best Case: \$ 162,000

Worst Case: \$ 202,000

Lower estimate to remove and replace,
\$16/GSF

Higher estimate, \$20/GSF

Cost Source: ARI Cost Database

Comp #: 1124 Stone Siding - Replace

Quantity: Approx 6300 GSF

Location: Lower areas, building exterior
 Funded?: No. This is a long life component with no expectation to ever completely replace this surface. Make any local repairs as necessary as an operating expense.

History:
 Comments: No damage or abuse was observed. Good attractive condition.

Useful Life:
0 years

Remaining Life:
0 years



Best Case: \$ 0

Worst Case: \$ 0

Cost Source:

Comp #: 1303 Comp Shingle Roof - Replace

Quantity: Approx 40200 GSF

Location: Rooftop

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: The shingles are intact and properly aligned. No signs of looseness, lifting, curling, or missing shingles. No reports of water intrusion. In fair condition.

Useful Life:
25 years

Remaining Life:
10 years



Best Case: \$ 201,000

Worst Case: \$ 241,000

Lower estimate to remove and replace,
\$5/GSF

Higher estimate, \$6/GSF

Cost Source: ARI Cost Database

Comp #: 1402 Signage - Replace

Quantity: (4) Signs

Location: Main entry courtyard

Funded?: No. Too small cost and life too indeterminate for Reserve designation

History:

Comments: Good attractive condition. No damage or abuse noted.

Useful Life:
0 years

Remaining Life:
0 years



Best Case: \$ 0

Worst Case: \$ 0

Cost Source:

Building Interior

Comp #: 325 Fluorescent Strips - Replace

Quantity: Approx (50) Fixtures

Location: Interior common spaces

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: Comprised of (10) 57 LF 14-Section Strips (10) 40 LF 10-Section Strips (12) 8 LF 2-Section Strips (6) 18 LF 4-Section Strips and (12) 5 LF Single Strips. All fixtures are functional and intact. No reported problems. No signs of any severe damage or loose wiring. In fair condition.

Useful Life:
20 years

Remaining Life:
5 years



Best Case: \$ 12,000

Worst Case: \$ 16,000

Lower estimate to replace with similar fixtures

Higher estimate

Cost Source: ARI Cost Database

Comp #: 325 Interior Lights - Replace

Quantity: (88) Fixtures

Location: Common interior spaces

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: Varying styles and conditions noted but all appear to be functional and aging normally. No signs of any unexpected wear or deterioration. No reported problems. In fair condition.

Useful Life:
20 years

Remaining Life:
5 years



Best Case: \$ 13,200

Worst Case: \$ 19,800

Lower estimate to replace, \$150 ea

Higher estimate, \$225 ea

Cost Source: ARI Cost Database

Comp #: 601 Carpet - Replace**Quantity: Approx 2000 GSY**

Location: Interior common spaces

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Reportedly replaced approx 2011

Comments: The carpet is intact but displays moderate to heavy wear in areas with more frequent traffic. No tearing or fraying noted. Generally fair conditions observed throughout. Best to cycle replacement with the interior repainting projects (refer to #1110).

Useful Life:
10 years

Remaining Life:
2 years



Best Case: \$ 100,000

Worst Case: \$ 120,000

Lower estimate to replace, \$50/Sq Yd

Higher estimate, sturdier grade carpet

Cost Source: ARI Cost Database

Comp #: 602 Linoleum Flooring - Replace**Quantity: Approx 2930 GSF**

Location: Staff areas

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Reportedly new in approx 2011

Comments: No signs of major deterioration or damage. General wear/tear and usage evident throughout. In fair overall condition.

Useful Life:
10 years

Remaining Life:
2 years



Best Case: \$ 17,600

Worst Case: \$ 23,500

Lower estimate to remove and replace, \$6/Sq Ft

Higher estimate, \$8/Sq Ft

Cost Source: Client Cost History

Comp #: 603 Tile Floor - Replace

Quantity: Approx 4680 GSF

Location: Throughout common areas

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: The tile floors are free from any cracking or heavy staining. All surfaces appear to be fully intact with no missing or broken tiles. In fair overall condition. Although the tile floors should be expected to reach a long useful life it is best to fund for eventual replacement.

Useful Life:
25 years

Remaining Life:
10 years



Best Case: \$ 70,200

Worst Case: \$ 79,600

Lower estimate to replace, \$15/Sq Ft

Higher estimate, \$17/Sq Ft

Cost Source: ARI Cost Database

Comp #: 703 Interior Doors - Replace

Quantity: (43) Doors

Location: Scattered throughout property interior

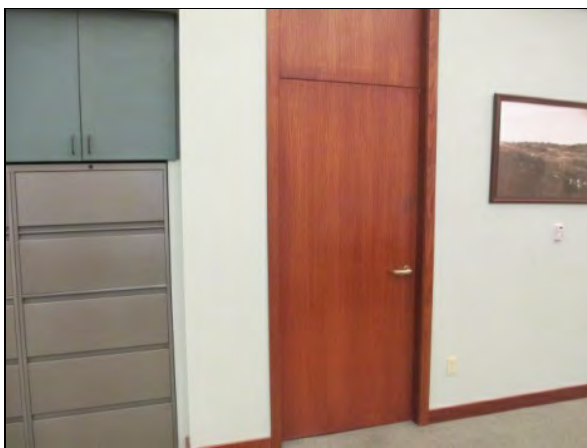
Funded?: No. There is no expectation to replace all at once. Best to replace individually as needed as an operating expense.

History:

Comments: The doors are functional and in good condition. No warping or unusual wear noted.

Useful Life:
0 years

Remaining Life:
0 years



Best Case: \$ 0

Worst Case: \$ 0

Cost Source:

Comp #: 903 Furniture - Replace

Quantity: Approx (485) Pieces

Location: Throughout the building

Funded?: No. All pieces are being replaced in zones on a staggered basis as an ongoing operational project, not Reserves.

History:

Comments: Varying styles noted but all furniture appears to be in generally good serviceable condition. Normal wear and aging noted but no widespread tearing or staining.

Useful Life:
0 years

Remaining Life:
0 years



Best Case: \$ 0

Worst Case: \$ 0

Cost Source:

Comp #: 904 Built-In Furniture - Replace

Quantity: Approx 415 LF

Location: Office areas

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property.

Comments: The cabinetry and counters are intact and in fair condition. Some peeling noted on the composite base cabinets located in higher traffic work areas. No severe scuffing or warping noted. In fair condition.

Useful Life:
25 years

Remaining Life:
10 years



Best Case: \$ 125,000

Worst Case: \$ 166,000

Lower estimate to replace with similar pieces

Higher estimate

Cost Source: ARI Cost Database

Comp #: 908 Window Treatments - Replace

Quantity: (20) Pull-Down Blinds

Location: Conference rm and break room

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Reportedly original to property

Comments: The window treatments are functional and intact. No staining or fraying noted. General aging evident. In fair condition.

Useful Life:
20 years

Remaining Life:
5 years



Best Case: \$ 6,000

Worst Case: \$ 10,000

Lower estimate to replace with similar pieces

Higher estimate

Cost Source: ARI Cost Database

Comp #: 909 Bathrooms - Refurbish

Quantity: (10) Bathrooms

Location: Throughout common areas

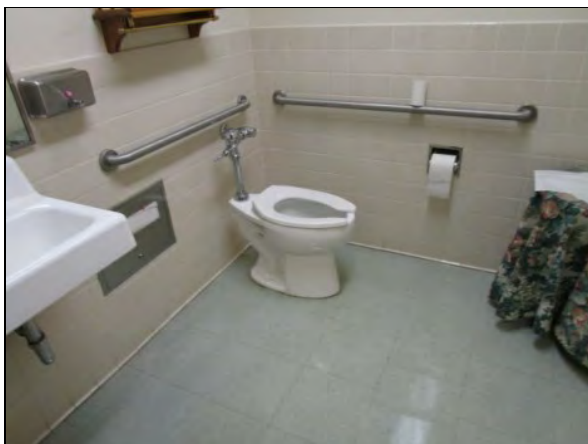
Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: The bathrooms are clean and functional. No major grime build up or significant deterioration. In fair condition. Best to fund for eventual refurbishment to maintain aesthetics.

Useful Life:
20 years

Remaining Life:
5 years



Best Case: \$ 35,000

Worst Case: \$ 45,000

Lower estimate for refurbish project

Higher estimate

Cost Source: ARI Cost Database

Comp #: 912 Office Equipment - Replace

Quantity: Assorted Pieces

Location: Office areas

Funded?: No. Being successfully replaced on an as-needed basis through operational maintenance budget.

History:

Comments: All appeared in good functional condition. No observed or reported problems.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:

Comp #: 915 Modular Furniture - Replace

Quantity: (10) Cubicles

Location: Office areas

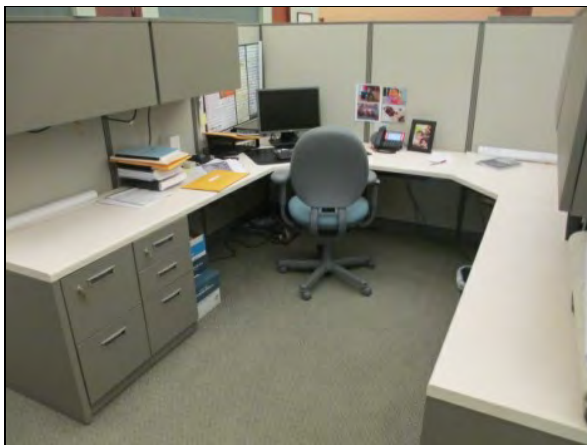
Funded?: No. Being successfully replaced on an as-needed basis through operational maintenance budget.

History:

Comments: The cubicles are sturdy and upright. No significant deterioration noted. Very professional in appearance.

Useful Life:
0 years

Remaining Life:
0 years



Best Case: \$ 0

Worst Case: \$ 0

Cost Source:

Comp #: 1110 Interior Surfaces - Repaint

Quantity: Approx 46300 GSF

Location: Interior surfaces, all areas
 Funded?: Yes. Meets National Reserve Study Standards four-part test
 History: Last painted approx 2011.

Comments: The interior surfaces are in fair condition. Normal wear and scuffing observed but no signs of any extensive discoloration or paint loss. Best to repaint regularly to ensure the surfaces remain bright and appealing.

Useful Life:
 10 years

Remaining Life:
 2 years



Best Case: \$ 27,500

Worst Case: \$ 37,200

Lower estimate to prep and paint

Higher estimate

Cost Source: Client Cost History

Comp #: 1111 Interior Wood Surfaces - Repaint

Quantity: Approx 4500 GSF

Location: Library and council chambers
 Funded?: Yes. Meets National Reserve Study Standards four-part test
 History: Last painted approx 2011

Comments: Wood is attractive and in good condition. Due to the interior location expect to repaint these surfaces on a longer cycle than the exterior wood surfaces.

Useful Life:
 10 years

Remaining Life:
 2 years



Best Case: \$ 6,750

Worst Case: \$ 9,000

Lower estimate to prep and paint

Higher estimate

Cost Source: Client Cost History

Mechanical and Systems

Comp #: 302 Generator - Replace

Quantity: (1) Onan 350 KW Diesel

Location: Downstairs equipment room

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property.

Comments: The generator was not tested during inspection. Best to have the generator inspected and tested on a regular basis by your service vendor. General wear/tear observed. No reports of service related issues. In fair condition. Model: DGBB-4485885 S/N: H000140266 Hours: 403.

Useful Life:
30 years

Remaining Life:
15 years



Best Case: \$ 110,000

Worst Case: \$ 140,000

Lower estimate to replace, installed

Higher estimate

Cost Source: Research with Local Vendor/Contractor

Comp #: 303 Liquid Chiller - Replace

Quantity: (1) Carrier

Location: Downstairs mechanical room

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: This unit is reportedly having some slight issues with proper heating and cooling. Anticipate the need to repair in the near future to ensure proper function. No severe damage or abuse. In serviceable condition. Model: HFC-134A.

Useful Life:
25 years

Remaining Life:
10 years



Best Case: \$ 100,000

Worst Case: \$ 140,000

Lower estimate to remove and replace

Higher estimate (equipment and labor)

Cost Source: Research with Local Vendor/Contractor

Comp #: 304 Liquid Chiller - Refurbish

Quantity: (1) Carrier

Location: Downstairs Mechanical room

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property,

Comments: Unit reportedly has air-flow issues at this time. Plan on periodic refurbishment to maintain this asset, at roughly the mid-point of the chiller's life expectancy. Includes (2) Carlyle compressors: (1) Model: 06NW2123S6NA-A00 S/N: 3300J09174 (1) Model: 06NW2209S7NA-A00 S/N: 2602J09017.

Useful Life:
10 years

Remaining Life:
0 years



Best Case: \$ 60,000

Worst Case: \$ 75,000

Lower estimate for refurbish project

Higher estimate

Cost Source: Research with Local Vendor/Contractor

Comp #: 305 Air Handlers - Replace

Quantity: (3) Units

Location: Attic utility room

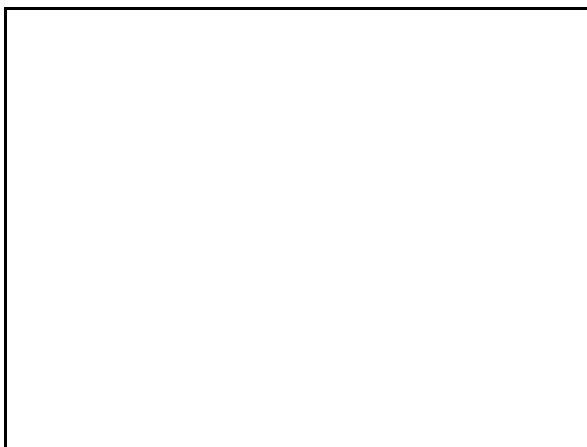
Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Unknown. Repaired or replaced as needed.

Comments: No access to inspect. These are reported to be functional with no service problems at this time. Assumed to be in fair overall condition.

Useful Life:
20 years

Remaining Life:
5 years



Best Case: \$ 7,500

Worst Case: \$ 10,500

Cost Source:

Comp #: 312 Cooling Tower - Replace

Quantity: (1) 85 Ton Recold

Location: Rear of building

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: Unit exhibits heavier rust and wear at this time. Leaves reportedly get into the unit and cause minor problems on occasion. No reports of significant service related issues. In fair overall condition. Model: JT-3185 S/N: 00815.

Useful Life:
20 years

Remaining Life:
5 years



Best Case: \$ 43,000

Worst Case: \$ 68,000

Lower estimate for replacement, installed

Higher estimate

Cost Source: Estimate Provided by Client

Comp #: 330 Backup Lighting System - Replace

Quantity: (1) System

Location: Lower level utility room

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: System not tested during inspection. Best to inspect and repair as needed as an operating expense. Funding has been provided for eventual replacement.

Useful Life:
20 years

Remaining Life:
5 years



Best Case: \$ 10,000

Worst Case: \$ 15,000

Lower estimate for replacement

Higher estimate

Cost Source: Research with local vendor

Comp #: 801 HVAC Boiler - Replace

Quantity: (1) Raypak, 1.2MBTU/hr

Location: Adjacent to cooling tower

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: General abrasions build-up and wear detected during inspection. No severe damage or abuse noted. No reports of service related issues. In fair condition.

Useful Life:
20 years

Remaining Life:
5 years



Best Case: \$ 16,000

Worst Case: \$ 24,000

Lower estimate to replace, installed

Higher estimate

Cost Source: ARI Cost Database

Comp #: 803 Water Heaters - Replace

Quantity: (3) Heaters

Location: Utility rooms, each floor

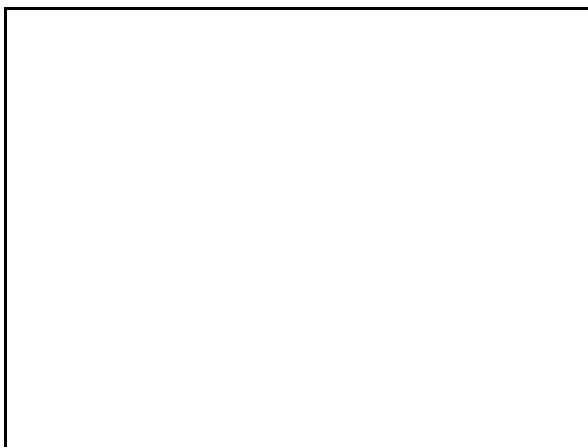
Funded?: No. Relatively low cost. There is no expectation to replace all at once. Best to replace as needed as an operating expense

History:

Comments: Heaters include: (1) Lochinvar 30 Ga. In library (1) Rheem in community room and (1) Lochinvar 40 Ga. in main city hall area.

Useful Life:
0 years

Remaining Life:
0 years



Best Case: \$ 0

Worst Case: \$ 0

Cost Source:

Comp #: 1801 Elevator - Modernize

Quantity: (1) 3 Stop Elevator

Location: Center of building
 Funded?: Yes. Meets National Reserve Study Standards four-part test
 History: Original to property

Comments: We are not licensed to inspect these systems. Not tested during inspection but found to be operational. Anticipate the need to modernize a hydraulic elevator every 20-30 years. Modernization consists primarily of replacing the controller door operator and push-button fixtures.

Useful Life:
 25 years

Remaining Life:
 10 years



Best Case: \$ 65,000

Worst Case: \$ 80,000

Lower estimate for modernization project

Higher estimate

Cost Source: ARI Cost Database

Comp #: 1802 Elevator Cab - Remodel

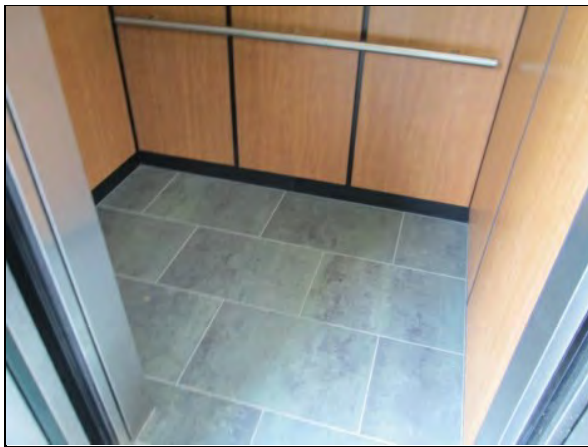
Quantity: (1) Cab

Location: Center of property, elevator interior
 Funded?: Yes. Meets National Reserve Study Standards four-part test
 History: New in approx 2011

Comments: Consists of tile floor and wood panels. Minor deterioration observed but no significant aging noted. In fair condition.

Useful Life:
 15 years

Remaining Life:
 7 years



Best Case: \$ 8,000

Worst Case: \$ 12,000

Lower estimate for remodel project

Higher estimate

Cost Source: ARI Cost Database

Comp #: 1803 Fire Alarm Panels - Replace

Quantity: (2) Simplex

Location: Lower level utility room

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: We are not licensed to inspect these systems. Fire alarm systems should be inspected and maintained on a regular basis by licensed professionals as an Operating expense. Best to fund for the eventual replacement of the panels. Panels include: (1) Model 4020 and (1) Model 4010.

Useful Life:
20 years

Remaining Life:
5 years



Best Case: \$ 22,500

Worst Case: \$ 35,000

Lower estimate to replace main panel

Higher estimate

Cost Source: ARI Cost Database