

TALLYN’S REACH AUTHORITY
 TALLYN’S REACH METROOPLITAN DISTRICT NOS. 2 AND 3
www.TallynsReachMetroDistrict.com

NOTICE OF JOINT MEETING AND AGENDA

DATE: July 19, 2022
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 meetings in any of the following ways:

1. To attend via Microsoft Teams Videoconference use the below link:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MWUwMTYwY2QtYTFjMy00Yzg1LWExNGItN2YyYmZkY2MyYTFi%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: 548 966 416#

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

DISTRICT 2: Board of Directors	Office	Term Expires
BJ Pell	President	May 2025

William Barcus	Vice President / Treasurer	May 2025
Brian Baisch	Secretary	May 2025
VACANT	Assistant Secretary	May 2023
VACANT	Assistant Secretary	May 2023

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

Note: For ease and presentation, the Tallyn's Reach Authority (as the "Authority"), and the Tallyn's Reach Metropolitan District Nos. 2 and 3 (each a "District," and collectively, the "Districts") will be meeting at the same time and considering the agenda below. However, each Board of Directors of the Districts ("Board") will consider agenda items separately and take separate actions. If an agenda item is to be considered by a single District, it will be so noted on the agenda.

I. ADMINISTRATIVE MATTERS

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

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

II. CONSENT AGENDA

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

- A. Approval of Minutes of the Joint Special Meeting on June 6, 2022 (enclosure).
- B. Ratify approval of Independent Contractor Agreement with Ark Ecological Services, LLC for reseed and restore at the Fultondale Ottawa open space area (enclosure).

- C. **Authority:** Ratify approval of Independent Contractor Agreement with The Young Men's Christian Association of Metropolitan Denver, dba YMCA of Metropolitan Denver for 2022 pool management services (enclosure).
- D. **Authority:** Ratify approval of Independent Contactor Agreement with Brightview Landscape Services, Inc. for Aurora Parkway median renovation (enclosure).
- E. **Authority:** Ratify approval of Independent Contactor Agreement with Brightview Landscape Services, Inc. for top dress wood mulch (enclosure).

III. FINANCIAL MATTERS

- A. Review and consider approval of claims (enclosure).
- B. Review and consider approval of unaudited financial statements as of May 31, 2022, and schedule of cash position updated as of July 11, 2022 (enclosures).

IV. LEGAL MATTERS

- A. Update on consolidation process.
- B. **MDs 2 & 3:** Review and consider adoption of Joint Resolution in Support of Consolidation (to be distributed).
- C. Update on CCSD and COA discussions re Authority services to CCSD and COA and related costs.

V. MANAGER MATTERS

- A. Engineering updates (enclosure).
- B. Update on public outreach and consolidation information.
- C. ESRI updates.
- D. Landscape updates.
- E. Discussion on native grass management (enclosure).
- F. Non-Authority properties and adjacent streetscapes.
- G. CLA work and extra expenses in May and future billings.
- H. Pool updates.
 - a. Discuss additional staffing.
 - b. Discuss extended pool season.

- I. Discuss security patrols and license plate monitoring (enclosure).
- J. Discuss mineral resources inquiry (enclosure).
- K. Dumpster Day discussion.
- L. Report from ET Irrigation.

VI. OTHER MATTERS

- A. **Authority:** Confirm quorum for next regular Board meeting – September 20, 2022 at 6:00 p.m.

VII. ADJOURNMENT

AUTHORITY - The next regular meeting is scheduled for September 20, 2022 at 6:00 p.m.
MDs 2 and 3 - The next regular meeting is scheduled for November 15, 2022 at 5:30 p.m.

RECORD OF PROCEEDINGS

MINUTES OF A JOINT SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
TALLYN'S REACH AUTHORITY AND
TALLYN'S REACH METROPOLITAN DISTRICT NOS. 2 AND 3
HELD
JUNE 6, 2022

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 Monday, June 6, 2022, at 4:00 p.m. This special meeting was held 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

Director Crandall arrived later in the meeting.

Directors in Attendance for MD 2:

BJ Pell, President
William Barcus, Vice President/Treasurer

Directors in Attendance for MD 3:

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

Director Crandall arrived later in the meeting.

Also in Attendance Were:

Blair Dickhoner, Esq.; White Bear Ankele Tanaka & Waldron ("WBA")
Nic Carlson, Shelby Clymer, Shauna D'Amato and Terri Boroviak;
CliftonLarsonAllen LLP ("CLA")
Angela Casias and Revecca Balancier; Axiom of Purpose
Brian Baisch; Resident

ADMINISTRATIVE MATTERS

Call to Order: The meeting was called to order at 4:40 p.m.

Agenda: Following review and discussion, upon a motion duly made and seconded, upon vote, unanimously carried, the Boards approved the Agenda, as amended, and excused the late arrival of Director Crandall.

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

RECORD OF PROCEEDINGS

required prior to taking official action at the meeting. Attorney Dickhoner reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron 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

Mr. Carlson 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 April 19, 2022 Joint Special Meeting.
- B. **Authority & MD 3:** Approval of Minutes of May 4, 2022 Joint Special Meeting.
- C. **Authority:** Agreements to be ratified:
 - a. Independent Contractor Agreement with Axiom of Purpose for strategic communication services, dated May 18, 2022 (enclosure).
 - b. Independent Contractor Agreement with Colorado Designscares, Inc. for landscape improvements, cobble and entry monuments, dated April 19, 2022 (enclosure).
 - c. Independent Contractor Agreement with Brightview Landscape Services, Inc. for median landscape planting, dated March 3, 2022 (enclosure).
 - d. Independent Contractor Agreement with Brightview Landscape Services, Inc. for Briarwood entry monument renovation, dated May 18, 2022 (enclosure).
 - e. Independent Contractor Agreement with Colorado Stoneworks LLC for monument installation, dated May 18, 2022 (enclosure).
 - f. Independent Contractor Agreement with American Awning Co. for pool shade structure, dated May 10, 2022 (enclosure).
 - g. Independent Contractor Agreement with IMEG Corp. for roadway pavement assessment, dated May 10, 2022 (enclosure).

RECORD OF PROCEEDINGS

h. Independent Contractor Agreement with Brown Brothers Asphalt and Concrete, LLC, for pool deck concrete repair, dated May 10, 2022 (enclosure).

LEGAL MATTERS

MD 2 – Resolution Initiating Consolidation: Attorney Dickhoner reviewed the Resolution with the Board, noting that due to the timing, this Resolution would need to be adopted again to meet the 30-day filing requirements. Following review and discussion, upon a motion duly made and seconded, unanimously carried, the Board adopted the Resolution to Initiate the Consolidation of Two or More Special Districts.

MD 3 – Resolution Concurring with Consolidation: Following review and discussion, upon a motion duly made and seconded, unanimously carried, the Board adopted the Resolution Concurring with the Consolidation of Two or More Special Districts.

MDs 2 & 3 - November 2022 Ballot Options: Attorney Dickhoner reviewed the examples of ballot questions with the Boards.

Following discussion of the options, the Boards directed Attorney Dickhoner to provide an introduction and explanation about the consolidation on the ballot, and to go with the option that will increase mills each year (5.500, 7.500, 9.500 mills). Attorney Dickhoner will draft the ballot questions and provide to Mr. Carlson to distribute to the Boards.

MDs 2 & 3 – Joint Resolution Calling Election: Following discussion, upon a motion duly made, seconded and, upon vote, unanimously carried, the Boards adopted the Joint Resolution Calling Election to coordinate with Arapahoe County and designated Ashley Frisbie of White Bear Ankele Tanaka & Waldron as the DEO to serve as the main contact person for the County.

Authority – Update on CORA Request: Attorney Dickhoner confirmed that the materials requested were distributed on time and that payment was received for staff time spent coordinating the request. No further communications were received following submission of the request.

MD 2 – Appointment of Brian Baisch to the Board of Directors: Following discussion, upon a motion duly made, seconded and, upon vote, unanimously carried, the Board appointed Brian Baisch to the Board of Directors.

Maintenance of Landscaping and Irrigation Issues of Non-Authority Owned Land: Director Patterson reported on issues to the Board. He noted that research is being done on those properties on question and who should be maintaining the watering, trees, general landscaping, etc.

RECORD OF PROCEEDINGS

The Board approved to provide minimal irrigation and grass cutting services while the property responsibilities are decided. Director Yosten will research necessary irrigation for respective properties.

OTHER MATTERS

Authority – Quorum for Next Regular Board Meeting on July 19, 2022 at 6:00 p.m.: The Board confirmed an anticipated quorum.

MDs 2 & 3 – Quorum for Next Regular Board Meeting on November 15, 2022 at 5:30 p.m.: The Board confirmed an anticipated quorum.

ADJOURNMENT

There being no further business to come before the Boards, upon a motion duly made and seconded, upon vote, unanimously carried, the Boards adjourned the meeting at 5:54 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

TALLYN'S REACH AUTHORITY
(Reseed & Restore the Fultondale Ottawa Open Space Area)

Name of Contractor/Provider: Ark Ecological Services, LLC.

Title of Agreement: Reseed & Restore the Fultondale Ottawa Open Space Area

Agreement/Contract Date: May 12, 2022

Contract Amount: \$4,136.39

This Contract (the "Agreement") is made 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 corporation (the "Contractor").

Introduction. The Authority and the Contractor desire to enter into this Contract to be effective the date above.

1. Scope of Services. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein (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. The Services to be provided are: Installation of a windscreen. Materials required included in the Services.

2. Compensation of 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.

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

4. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor of 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 the 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.

5. Prohibitions on Public Contracts for Services. The Contractor shall comply with the provisions of § 8-17.5-101, *et. seq.* C.R.S., and certified that Contractor is in compliance with the provisions of this law as evidences by Contractor's signature below. Contractor's violation of the requirements of §

8-17.5-101, *et. seq.* C.R.S., is grounds for termination of the Agreement and may subject the Contractor to actual and consequential damages.

The Contractor affirmatively makes the following declarations:

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

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

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

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

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

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

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

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

6. 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 Section 10 of this Agreement.

7. Termination. The 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.

8. 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 notice to the other party hereto as provided in this Section 9 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 #500
Greenwood Village, Colorado 80111
Attention: Celeste Terrell
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.
E-mail: bdickhoner@wbapc.com

Contractor: Ark Ecological Services, LLC
6560 Dover Street
Arvada, CO 80004
Phone: (303) 985-4849
E-mail: ersperger@gmail.com

9. Governing Law / Disputes. The Agreement and all claims or controversies arising out of or relating to the Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principals 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 Authority Court in and for the county in which the Authority is located.

10. 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 the 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 the Authority's governing body, and the obligations of the Authority shall extend only to monies appropriated for the purposes of the 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.

11. Governmental Immunity. Nothing in the 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, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

12. Remedies. To the extent the Contractor's remedies for a District default under this 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 District's then current fiscal period.

13. 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.

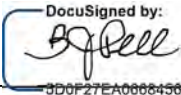
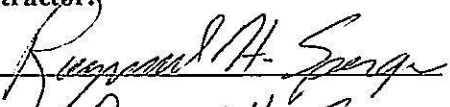
14. Severability. If any portion of the Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, 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.

15. 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 commitment.

16. 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 proceeding.

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.

[Signature Page Follows]

Authority: By:  Name: BJ Pell Title: Secretary Date: 6/27/2022	Contractor: By:  Name: Raymond H. Sperger Title: Business Manager Date: 6/25/22
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Conserving and restoring native species and landscapes for future generations

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

Proposal to Reseed & Restore the Fultondale Ottawa Open Space Area

May 12, 2022, Updated June 21, 2022

BJ and Harry,

Ark Ecological Services proposes to seed and interseed the bare ground areas on the corner of South Fultondale Court and East Ottawa Ave. The current conditions includes:

- 1) weedy patches of non-native species like Redstem Filaree mixed in with existing grasses, mostly Crested Wheatgrass. These areas were recently spot sprayed with Telar in areas where grasses are doing well and don't need reseeding.

- 2) weedy patches intermixed with large and small patches of bare ground. The bare ground dominated areas also had Redstem Filaree, Musk thistle, and other weeds with lots of bare ground areas. These bare ground areas that will need seeding were sprayed with GlyStar which has no residual affects on seed after only a few days.

The soils on the restoration site are a combination of sandy loams, silky sand loams, or silky loams. In certain areas there is some erosion beginning to take place in a low spot where both water flows and where mostly children walk to get to the hard surface trail that leads them into a partially wooded open space behind many adjoining homes.

We are proposing to interseed these areas with a long lived perennial rhizomatous, cool season grass, western wheatgrass variety arraba. This grass will fill in the bare areas and compete well with the existing weeds. **Because the soil is so compacted we will have to use hand picks and the break up the heavily compacted soil. This took more time and effort than could be anticipated through the initial assessment of the work.**

The disturbed sandy loams along the intermittent drainage need some organic material, so we will add about 50lb/per acre of rice hulls in areas that are lacking in organic matter. After being seeded, the drainage will be blanketed to protect soils from eroding and from the foot traffic that has occurred in the past. Additionally, the area will be roped off and signed to encourage the neighbors from walking through the newly seeded areas and to reduce erosion on the social trail used by local children.

To establish a better stand of western wheatgrass, we will rip through the Crested Wheatgrass in order to better establish the more dominate and sod-forming Western Wheatgrass (Native variety Arriba). The seeded areas will be fertilized and will be water two to three times per day with the existing irrigation system so as to establish the grasses as quickly as possible. Additionally, the area will be roped off and signed to encourage the neighbors from walking through the newly seeded areas and to reduce erosion on the social trail from the use by local children. The area will be regularly monitored by Ark Ecological Services for seed germination and establishment as well as to continue to monitor and control weeds that germinate in the newly seeded areas. Irrigation will be conducted three times per day to encourage germination and establishment and will be programmed by ET Irrigation and Jake Coleman.

This project should be completed as soon as possible, and at the latest by the first week of June. A successful stand of grass will eventually be at about 70% cover by year three after initial establishment. If this project cannot be approved this spring, the next opportunity to seed would be in the fall, September or early October.

The cost to do this work was \$4,136.39 including equipment, materials, supplies, and labor.

Please let me know if you have any questions about this proposal.

Thanks,

Ray Sperger
Principal Ecologist and Business Manager
ersperger@gmail.com
720-224-8955

Certificate Of Completion

Envelope Id: E8550C97563C4A3A9CAE7DEA1EE82697

Status: Completed

Subject: Please DocuSign: Tallyns Reach - Ark Ecological Services ICA for Restoration Contract

Client Name: Tallyn's Reach Authority

Client Number: 011-045194-OS07-2022

Source Envelope:

Document Pages: 7

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Cindy Jenkins

AutoNav: Enabled

220 S 6th St Ste 300

Enveloped Stamping: Enabled

Minneapolis, MN 55402-1418

Time Zone: (UTC-06:00) Central Time (US & Canada)

Cindy.Jenkins@claconnect.com

IP Address: 165.225.10.184

Record Tracking

Status: Original

Holder: Cindy Jenkins

Location: DocuSign

6/27/2022 10:45:38 AM

Cindy.Jenkins@claconnect.com


Signer Events

BJ Pell

bjnsteve95@yahoo.com

Secretary

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

 5D0F27EA0668456...

Signature Adoption: Drawn on Device

Signed by link sent to bjnsteve95@yahoo.com

Using IP Address: 75.166.222.173

Signed using mobile

Timestamp

Sent: 6/27/2022 10:49:46 AM

Viewed: 6/27/2022 11:32:08 AM

Signed: 6/27/2022 11:32:17 AM

Electronic Record and Signature Disclosure:

Accepted: 6/27/2022 11:32:08 AM

ID: aaccd494-997b-48b9-b222-0ae2ecbb339e

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

6/27/2022 10:49:46 AM

Certified Delivered

Security Checked

6/27/2022 11:32:08 AM

Signing Complete

Security Checked

6/27/2022 11:32:17 AM

Completed

Security Checked

6/27/2022 11:32:17 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
[2022 POOL MANAGEMENT SERVICES]

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 25th day of May, 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 the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) December 31, 2022. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the Authority determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

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

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

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

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

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

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

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

7. COMPENSATION AND INVOICES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. CONTRACTOR'S INSURANCE.

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

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

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

12. CONFIDENTIALITY AND CONFLICTS.

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

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

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

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

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

15. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

Authority:

Tallyn's Reach Authority
c/o CliftonLarsonAllen
8390 E. Crescent Parkway #300
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, Colorado 80222
Attention: Kimberly Armitage, Executive
Director
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:

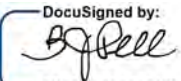
TALLYN'S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado

DocuSigned by:

7BD319407C7A455...

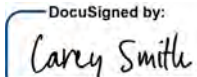
Officer of the Authority

ATTEST:

DocuSigned by:

5D0F27EA0668456...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:

75DAE7A3345C42E...

General Counsel for the Authority

Authority's Signature Page to Independent Contractor Agreement for 2022 Pool Management Services with The Young Men's Christian Association of Metropolitan Denver, DBA YMCA of Metropolitan Denver, dated May 25, 2022

CONTRACTOR:

THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN DENVER, a Colorado nonprofit corporation, DBA YMCA of Metropolitan Denver

Suehila Glass

Suehila Glass
Printed Name

President and CEO
Title

STATE OF COLORADO)

COUNTY OF Denver)

ss.

The foregoing instrument was acknowledged before me this 20 day of June, 2022, by Sue Glass, as the CEO of The Young Men's Christian Association of Metropolitan Denver, DBA YMCA of Metropolitan Denver.

Witness my hand and official seal.

My commission expires: 5/5/2026

Mindy Erickson
Notary Public

MINDY ERICKSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144018591
MY COMMISSION EXPIRES MAY 05, 2026

Contractor's Signature Page to Independent Contractor Agreement for 2022 Pool Management Services with Tallyn's Reach Authority, dated May 25, 2022

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Budget/Staffing Summary Tallyn's Reach 2022

Pool: \$ 101,520.00 (3 monthly payments of \$ 33,840.00 due May, June, July 2022)

Staffing:

Lifeguards:

May 28 – Aug 7: 3 Lifeguards daily, 2 peak guards Saturdays for 6 hours and 1 peak guard Sundays for 6 hours. Gate guard Sat, Sun & Holidays all day.

Aug 8-Sept 5: 2 Lifeguards from 4-8 pm Mon – Fri, 2 Lifeguards Sat & Sun from 10am - 8 pm and 2 peak guards Saturdays for 6 hours and 1 peak guard Sundays for 6 hours.

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.

Facility: \$ 29,100.00 (12 monthly payments of \$ 2425.00 due Jan - Dec 2022)

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.

Pool Chemical costs, pool opening, weekly preventative maintenance visits, pool winterization 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.

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 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

			-				
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OR

Employer identification number

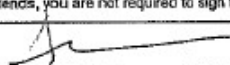
8	4	-	0	4	0	2	6	9	6
---	---	---	---	---	---	---	---	---	---

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-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.

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B-1

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)

7/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 EMAIL: insure@bokf.com ADDRESS:	
INSURED YMCA of Metropolitan Denver 2625 S. Colorado Blvd. Denver CO 80222		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Nationwide Mutual Insurance Company	NAIC # 23787
		INSURER B: HSB Specialty Insurance Company	14438
		INSURER C: Amco Insurance Co.	19100
		INSURER D: Pinnacol Assurance Company	41190
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 282501372 **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	ADDD 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"/> DECU <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		3029357814	7/1/2021	7/1/2022	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 - COM/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		3029357814	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			3029357814	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<input checked="" type="checkbox"/> 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	4067720	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Cyber Liability			660494602	7/1/2021	7/1/2022	Limit \$3,000,000
A	Professional Liability			3029357814	7/1/2021	7/1/2022	Limit \$1,000,000
A	Sexual Abuse & Molestation			3019357814	7/1/2021	7/1/2022	Limit \$1,000,000

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

CERTIFICATE HOLDER Tallyn's Reach Authority c/o CliftonLarsonAllen LLP 8390 E. Crescent Pkwy #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 05/26/2022 that have been posted, and by documents delivered to this office electronically through 05/27/2022 @ 09:34:21 .

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 05/27/2022 @ 09:34:21 in accordance with applicable law. This certificate is assigned Confirmation Number 14052983 .



Jena Griswold
Secretary of State of the State of Colorado

*****End of Certificate*****
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Certificate Of Completion

Envelope Id: 3F9353FAA85F42B098AD86F54E63EE16	Status: Completed
Subject: Please DocuSign: YMCA Agreement for Pool Management Services 2022 (partially exec).pdf	
Client Name: Tallyn's Reach Authority	
Client Number: 011-045194-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: 165.225.10.184

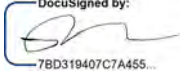
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Signer Events

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

Signature

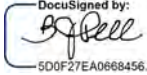
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BJ Pell
bjnsteve95@yahoo.com
Secretary
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csmith@wbapc.com
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Editor Delivery Events

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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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Signing Complete	Security Checked	6/20/2022 7:06:50 PM
Completed	Security Checked	6/20/2022 7:06:50 PM
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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..

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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
(AURORA PARKWAY MEDIAN RENOVATION)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 26th day of May, 2022, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and BRIGHTVIEW LANDSCAPE SERVICES, INC., a Colorado corporation (the “**Contractor**”). The Authority and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

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

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

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

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

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

7. COMPENSATION AND INVOICES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. CONTRACTOR'S INSURANCE.

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

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

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

12. CONFIDENTIALITY AND CONFLICTS.

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

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

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

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor 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 Road, Suite A
Parker, CO
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 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. All materials 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.

a. 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.

b. Prior to final payment for any Services involving Work, and at any time thereafter but before the final inspection, as set forth below, the Contractor and the Authority shall, at the request of the Authority, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor’s fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the Authority. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the Authority will provide the Contractor with written notice

of any Work requiring corrective action. The Contractor agrees to correct or replace the defective Work within a reasonable time, as agreed to by the Parties, but in no event later than thirty (30) calendar days from the date of notice from the Authority, unless otherwise agreed to by the Authority.

c. The Contractor agrees that if warranty issues appear before payment has been made under this Agreement, the Authority may withhold payment until such warranty issues are resolved to the Authority's satisfaction. If repair or replacement of any warranty or defective Work is not made by the Contractor promptly upon request by the Authority as set forth in this Agreement, in addition to any other remedy, the Authority may withhold any payment the Authority may owe to the Contractor, including payments under other contracts or agreements related or unrelated to the Work and Services.

d. The Contractor shall promptly notify the Authority of any Work, whether by the Contractor, its subcontractors or any third parties, which the Contractor believes to be defective or not conforming with this Agreement.

e. The Contractor shall, at its expense, obtain all permits, licenses and other consents required from all governmental authorities, utility companies and appropriate parties under any restrictive covenants in connection with the Work. The Contractor shall comply with all of the terms and conditions of all permits, licenses and consents.

f. At or around eleven (11) months, but no more than one (1) year, after the completion and acceptance of the Work, the Contractor and the Authority shall, at the request of the Authority, conduct a final inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the Authority. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the Authority will provide the Contractor with written notice of any Work requiring corrective action. In the event the Contractor does not correct or replace the defective Work within thirty (30) calendar days from the date of notice from the Authority, or within such other reasonable time as agreed to by the Parties, the Authority may correct or replace the defective Work and the Contractor shall reimburse the Authority for the related costs and fees.

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
78DS19407C7A455...

Officer of the Authority

ATTEST:

DocuSigned by:
[Signature]
5D0F27EA0668456...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Carey Smith
75DAE7A3345C42E...

General Counsel for the Authority

Authority's Signature Page to Independent Contractor Agreement for Aurora Parkway Median Renovation Services with BrightView Landscape Services, Inc., dated May 26, 2022

CONTRACTOR:
BRIGHTVIEW LANDSCAPE SERVICES,
INC., a Corporation

James Gillen

James Gillen
Printed Name

Senior Vice President
Title

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 9th day of June,
2022, by James Gillen, as the Senior Vice President of BrightView Landscape
Services, Inc.

Witness my hand and official seal.

My commission expires: July 21, 2023

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

Martha J Miceli
Notary Public

*Contractor's Signature Page to Independent Contractor Agreement for Aurora Parkway
Median Renovation Services with Tallyn's Reach Authority, dated May 26, 2022*

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE



May 26, 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 Billing Address	Tallyn's Reach Authority 370 Interlocken Blvd Ste 500 Broomfield, CO 80021
Project Name	Finalized Aurora Pkwy Median Renovation		
Project Description	Aurora Pkwy Median Renovation		

Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Drive Time Labor
1.00	LUMP SUM	Freight/Delivery
60.00	CUBIC YARD	Dump Rate
1.00	LUMP SUM	Traffic Control Permit and Design
1.00	LUMP SUM	Traffic Control
1.00	LUMP SUM	Removal of Existing turf and irrigation
15,000.00	SQUARE FEET	Filter Fabric - Fabric and Netting Installed
33.00	EACH	LEADPLANT, DWARF - 5 gal. Shrub/Perennial Installed
21.00	EACH	SUMAC, GRO-LOW - 5 gal. Shrub/Perennial Installed
133.00	EACH	GRASS, FOUNTAIN 'HAMELN' - 1 gal. Shrub/Perennial Installed
47.00	EACH	COREOPSIS, MOONBEAM (TICKSEED) - 1 gal. Shrub/Perennial Installed
56.00	EACH	CATMINT, WALKERS LOW - 1 gal. Shrub/Perennial Installed
135.00	TON	3/8" Pea Gravel (TAN) - TON Rock/Gravel Installed
280.00	TON	Horizon Cobblestone 2-4 - TON Rock/Gravel Installed (includes top dress of all existing cobble as well as bed extension were perennial wood mulch beds were previously.)
5.75	TON	River Boulders - TON Boulders Installed (5) 1/2 TON BOULDERS AND (11) 1/4 TON BOULDERS
5.00	EACH	IRRIGATION (Transition Turf Irrigation zones from turf to drip.)

City permit costs are not included in this proposal. Harry has spoken with the city and they are potentially going to waive any city permit fees. If the fees end up not being waived, we will need to add that cost to this proposal.

Bid excludes new edger. Bid assumes existing edger is in usable condition, if it is not usable, then we can either install rock without edger or we can add cost for all new edger.

Bid assumes mainline is in good working order

Bid excludes erosion control. If city requires it, that will be an additional cost.

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
2868 Mattheisbecker Road, Suite A, Parker, CO 82124 ph: (303) 841-3000 fax: (303) 841-3117



May 26, 2022

Page 2 of 2

Proposal for Extra Work at Tallyn's Reach Authority

For internal use only

SO#	7827836
JOB#	400300815
Service Line	130

Total Price \$147,054.18

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
8888 Mosenbecker Road, Suite A, Parker, CO 80134 ph: (303) 841-2000 fax: (303) 841-3117

May 26, 2022

Page 3 of 3

TERMS & CONDITIONS

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

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the work is dispatched to their location at Client/Owner will be liable for a minimum travel charge of \$100.00 and billed to Client/Owner.

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

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

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

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

Customer:

	Property Manager
Signature	_____ Date
Celeste Tarnell	May 26, 2022
Print Name	_____ Date
BrightView Landscape Services, Inc. "BrightView"	
	Account Manager
Signature	_____ Date
Sara Rutman	May 26, 2022
Print Name	_____ Date

Job #: 400300615 **Proposed Price:** \$147,054.18
SO #: 7827838

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 (or disregarded entity name, if different from above)

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes:
 Individual sole proprietor or single-member LLC
 Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____
 Note: Check the appropriate box in this line above for the tax classification of the single-member owner. Do not check 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 check any exemption code unless you are a U.S. person.

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)

Requester's name and address (optional)

Part II 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
 B 4 - 0 6 1 7 6 5 3

Part III 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 check 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.

Oct. No. 10221X 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) 10/07/2021		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA			CONTACT NAME: PHONE (A/C No, Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105 E-MAIL ADDRESS:			
INSURED BrightView Landscape Services, Inc. Location #40030 8888 Molsenbocker Road, Suite A Parker CO 80134 USA			INSURER(S) AFFORDING COVERAGE		NAIC #	
			INSURER A: Great American Insurance Co.		16691	
			INSURER B: ACE American Insurance Company		22667	
			INSURER C: American Guarantee & Liability Ins Co		26247	
			INSURER D:			
			INSURER E:			
			INSURER F:			
COVERAGES CERTIFICATE NUMBER: 570089824051 REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INST LTR B	TYPE OF INSURANCE X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE: <input checked="" type="checkbox"/> OCCUR	ADDITIONAL INSURED YES/NO N/A	POLICY NUMBER XSLG/2473826001 SIR applies per policy terms & conditions	POLICY EFF (MM/DD/YYYY) 10/01/2021	POLICY EXP (MM/DD/YYYY) 10/01/2022	LIMITS 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
	GEN'L AGGREGATE LIMIT APPLIES PLH: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOG OTHER:					
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY		ISA H25581593	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	X UMBRELLA LIAB EXCESS LIAB DED RETENTION	X OCCUR CLAIMS-MADE	AUC508596817	10/01/2021	10/01/2022	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WLCR67804041 WC - AOS SCFC67804089 WC - WI	10/01/2021	10/01/2022	X PER STATUTE OTH REG 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 : 570089824051

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

BrightView Landscape Services, Inc.

is a

Corporation

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

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/11/2022 that have been posted, and by documents delivered to this office electronically through 05/12/2022 @ 08:56:03 .

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 05/12/2022 @ 08:56:03 in accordance with applicable law. This certificate is assigned Confirmation Number 14015610 .



Jena Griswold

Secretary of State of the State of Colorado

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

Certificate Of Completion

Envelope Id: A402F131EF8448BDA9E9F8237D1EB855	Status: Completed
Subject: Please DocuSign: Tallyn's Reach Authority - Brightview - ICA for Aurora Parkway Renovation	
Client Name: Tallyn's Reach Authority	
Client Number: 011-045194-OS07-2022	
Source Envelope:	
Document Pages: 25	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: 165.225.10.184

Record Tracking

Status: Original	Holder: Cindy Jenkins	Location: DocuSign
6/13/2022 5:20:47 PM	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
Signed by link sent to david.patterson@falck.com
Using IP Address: 104.129.154.187

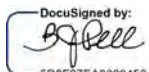
Timestamp

Sent: 6/13/2022 5:26:32 PM
Viewed: 6/13/2022 11:53:29 PM
Signed: 6/13/2022 11:53:54 PM

Electronic Record and Signature Disclosure:

Accepted: 6/13/2022 11:53:29 PM
ID: a4ea53c0-4316-466a-b726-623eda1176d0

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

DocuSigned by:

5D0F27EA0668456...
Signature Adoption: Drawn on Device
Signed by link sent to bjnsteve95@yahoo.com
Using IP Address: 97.118.93.119
Signed using mobile

Sent: 6/13/2022 11:53:56 PM
Viewed: 6/14/2022 6:39:14 AM
Signed: 6/14/2022 6:39:56 AM

Electronic Record and Signature Disclosure:

Accepted: 6/14/2022 6:39:14 AM
ID: 993b3cbd-4a5d-45b6-8cb6-134fb60f7aed

Carey Smith
csmith@wbapc.com
Security Level: Email, Account Authentication (None)

DocuSigned by:

75DAE7A3345C42E...
Signature Adoption: Pre-selected Style
Signed by link sent to csmith@wbapc.com
Using IP Address: 50.209.233.181

Sent: 6/14/2022 6:39:57 AM
Viewed: 6/14/2022 9:19:45 AM
Signed: 6/14/2022 9:20:21 AM

Electronic Record and Signature Disclosure:

Accepted: 6/14/2022 9:19:45 AM
ID: fc2015e8-08cb-4427-b37c-a228494e0b54

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	6/13/2022 5:26:32 PM
Certified Delivered	Security Checked	6/14/2022 9:19:45 AM
Signing Complete	Security Checked	6/14/2022 9:20:21 AM
Completed	Security Checked	6/14/2022 9:20:21 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
(TOP DRESS WOOD MULCH)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 3rd day of June, 2022, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and BRIGHTVIEW LANDSCAPE SERVICES, INC, a Colorado corporation (the “**Contractor**”). The Authority and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

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

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

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

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

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

7. COMPENSATION AND INVOICES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. CONTRACTOR'S INSURANCE.

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

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

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

12. CONFIDENTIALITY AND CONFLICTS.

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

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

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

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor 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:

Talyn'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 Road, 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.

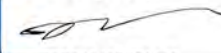
35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall 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:

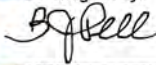
TALLYN'S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado

DocuSigned by:


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Officer of the Authority

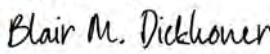
ATTEST:

DocuSigned by:


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APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law


DocuSigned by:


QBCE3D5CA84CA...

General Counsel for the Authority

Authority's Signature Page to Independent Contractor Agreement for Top Dress Wood Mulch Services with BrightView Landscape Services, Inc., dated June 3, 2022

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



MICHAEL KOMPINSKI
Printed Name

BRANCH MANAGER
Title

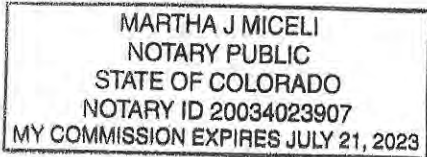
STATE OF COLORADO)

COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 8th day of June, 2022, by Michael Kompinski as the Branch Manager of BrightView Landscape Services, Inc.

Witness my hand and official seal.

My commission expires: July 21, 2023



Martha J Miceli
Notary Public

Contractor's Signature Page to Independent Contractor Agreement for Top Dress Wood Mulch Services with Tallyn's Reach Authority, dated June 3, 2022

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE



June 02, 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 80018	To	Tallyn's Reach Authority
		Billing Address	370 Interlocken Blvd Ste 500 Broomfield, CO 80021

Project Name Top Dress Wood Mulch in Center Quad
 Project Description Top Dress Wood Mulch in Center Quad

Scope of Work

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

For Internal use only

SO# 7833250
 JOB# 400300615
 Service Line 130

Total Price \$19,983.61

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
3389 Molsenbocker Road, Suite A, Parker, CO 80134 Ph: (303) 841-3003 Fax: (303) 841-3177

TERMS & CONDITIONS

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

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

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

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

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

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

Customer	Property Manager	
		MS
Contractor	BrightView Landscape Services, Inc. "BrightView"	
		Account Manager
		CS
Contractor	Sara Rudman	June 02, 2022
		CS
Job #	400300615	Proposed Price \$19,983.61
SO #	7833259	

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 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) in _____
 Note: Check the appropriate box in this 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) in _____

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) _____
 (Mark the appropriate exemption code on this line.)

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

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

7 List account number(s) here (optional)

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

B	4	-	0	6	1	7	6	5	3
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (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 and 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 1098-C (canceled debt)
- Form 1098-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.

OMB No. 1545-0047 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

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE(MM/DD/YYYY)
10/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED BrightView Landscape Services, Inc. Location #40039 8888 Motesbocker 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: Great American Insurance Co.</td> <td>16691</td> </tr> <tr> <td>INSURER B: ACE American Insurance Company</td> <td>27667</td> </tr> <tr> <td>INSURER C: American Guarantee & Liability Ins Co</td> <td>26247</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: Great American Insurance Co.	16691	INSURER B: ACE American Insurance Company	27667	INSURER C: American Guarantee & Liability Ins Co	26247	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Great American Insurance Co.	16691														
INSURER B: ACE American Insurance Company	27667														
INSURER C: American Guarantee & Liability Ins Co	26247														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 570089824051** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSUR	TYPE OF INSURANCE	ADDITIONAL INSURED	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 <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PLH: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		XSLG72473826001 SIR applies per policy terms & conditions	10/01/2021	10/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISA H25581593	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Per accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION		AUC508596817	10/01/2021	10/01/2022	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETARY / PARTNER / EXECUTIVE OFFICER/EMERGES EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WLRC67804041 WC - AOS SCFC67804089 WC - WI	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Tallyn's Reach Authority is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER 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 : 570089824051

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

**OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO**

CERTIFICATE OF FACT OF GOOD STANDING

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

BrightView Landscape Services, Inc.

is a

Corporation

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

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06-03-2022 that have been posted, and by documents delivered to this office electronically through 06-06-2022 @ 17:35:00 .

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 06-06-2022 @ 17:35:00 in accordance with applicable law. This certificate is assigned Confirmation Number 14073090 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
NOTE: I certify that information from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, in my opinion the issuance and validity of a certificate obtained electronically may be established by visiting the website's Certificate page of the Secretary of State's Web site. http://www.sos.state.co.us/CertificateSearch/enter.asp. The certificate's confirmation number displayed on the certificate and follow the instructions displayed. Confirming the issuance of a certificate is a legal process and is not necessary to the valid and effective issuance of a certificate. For more information visit my Web site: http://www.sos.state.co.us/CheckBusinessInformation/valid.aspx and select "Frequently Asked Questions."

Certificate Of Completion

Envelope Id: ABA888FEDE144A4DBABDA9E43E379975	Status: Completed
Subject: Please DocuSign: Tallyn's Reach Auth - Brightview Landscape - Agreement for Top Dress Wood Mulch	
Client Name: Tallyn's Reach Authority	
Client Number: 011-045194-OS07-2022	
Source Envelope:	
Document Pages: 23	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
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: 165.225.10.184

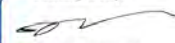
Record Tracking

Status: Original 6/8/2022 10:50:52 AM	Holder: Cindy Jenkins Cindy.Jenkins@claconnect.com	Location: DocuSign
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Signer Events

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

Signature

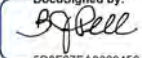
DocuSigned by:

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Signature Adoption: Drawn on Device
Signed by link sent to david.patterson@falck.com
Using IP Address: 174.215.18.251
Signed using mobile

Timestamp

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Viewed: 6/8/2022 11:08:03 AM
Signed: 6/8/2022 11:08:35 AM

Electronic Record and Signature Disclosure:
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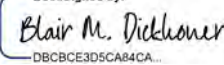
BJ Pell
bjnsteve95@yahoo.com
Secretary
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Drawn on Device
Signed by link sent to bjnsteve95@yahoo.com
Using IP Address: 172.58.61.74
Signed using mobile

Sent: 6/8/2022 11:08:38 AM
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Signed: 6/8/2022 3:52:45 PM

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ID: 10ad33b4-e581-4ad7-a973-01838a28ecc2

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

DocuSigned by:

DBCBC3E3D5CA84CA...
Signature Adoption: Pre-selected Style
Signed by link sent to bdickhoner@wbapc.com
Using IP Address: 50.209.233.181

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Electronic Record and Signature Disclosure:
Accepted: 6/8/2022 3:55:56 PM
ID: c622e38d-3043-4ea9-ae27-395cc0f6f142

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	6/8/2022 10:54:33 AM
Certified Delivered	Security Checked	6/8/2022 3:55:56 PM
Signing Complete	Security Checked	6/8/2022 3:56:06 PM
Completed	Security Checked	6/8/2022 3:56:06 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.

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Tallyn's Reach Authority
Claims Listing
From 06/07/22 to 07/14/22

Claims Paid via e-payment/bill.com

Vendor	Ref #	Description	Date	Total Amount
American Eagle Protective Services LLC	17	Security system	6/22/2022	\$ 650.00
Ark Ecological Services, LLC	3548	Beautification: native grasses management	6/22/2022	11,287.79
Around the Corner Handyman LLC	929	Indoor building maintenance	6/22/2022	75.00
Around the Corner Handyman LLC	932	Indoor building maintenance	6/22/2022	221.79
BJ Pell	Refund	Annual flowers	6/22/2022	367.16
BrightView Landscape	7918467	Landscape Contract	6/22/2022	765.00
BrightView Landscape	7933386	Common area maintenance	6/22/2022	1,849.99
BrightView Landscape	7918398	Landscape Contract	6/22/2022	19,630.00
BrightView Landscape	7921692	Annual flowers	6/22/2022	32,971.36
CenturyLink	303-693-6017Apr22	Telephone/access control	6/22/2022	368.02
CenturyLink	303-693-6017May22	Telephone/access control	6/22/2022	368.02
CliftonLarsonAllen, LLP	3285561	Direct costs	6/22/2022	1,380.80
CliftonLarsonAllen, LLP	3285561	Mapping	6/22/2022	1,881.25
CliftonLarsonAllen, LLP	3285561	Billing	6/22/2022	2,166.66
CliftonLarsonAllen, LLP	3285561	District Management	6/22/2022	3,083.33
CliftonLarsonAllen, LLP	3285561	Property management	6/22/2022	5,250.00
Colorado Stoneworks LLC	1234	Monuments	6/22/2022	6,068.00
ET Irrigation Management Specialist LLC	2859	Irrigation Maintenance	6/22/2022	611.00
ET Irrigation Management Specialist LLC	2873	Irrigation repairs	6/22/2022	8,018.75
ET Irrigation Management Specialist LLC	2809	Irrigation Maintenance	6/22/2022	11,400.00
ET Irrigation Management Specialist LLC	2866	Irrigation Maintenance	6/22/2022	11,400.00
IMEG	21008104.01 - 2	Retaining walls	6/22/2022	2,300.00
IMEG	21008104.00 - 1	Storm drainage	6/22/2022	4,790.00
Radiant Lighting Services Inc.	9610.4A	Lighting/electrical repairs	6/22/2022	150.00
Star Playgrounds	INV11120	Picnic tables & park benches	6/22/2022	7,337.29
Waste Management of Denver	1706965-0178-3	Trash removal	6/21/2022	665.51
Waste Management of Denver	1740945-0178-3	Trash removal	6/21/2022	787.70

TOTAL\$ 135,844.42**Claims Paid via ACH**

Aurora Water	Water/Sewer	Water/Sewer	7/1/2022	\$ 43,023.51
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TOTAL\$ 43,023.51**Grand Total**\$ 178,867.93

TALLYN'S REACH AUTHORITY
FINANCIAL STATEMENTS
MAY 31, 2022

TALLYN'S REACH AUTHORITY
BALANCE SHEET - GOVERNMENTAL FUNDS
MAY 31, 2022

107

	<u>General</u>	<u>Capital Projects</u>	<u>Total</u>
ASSETS			
Cash - Checking	\$ 312,648	\$ -	\$ 312,648
Colotrust	446,579	324,208	770,787
Colotrust Edge	-	500,560	500,560
Accounts receivable	109,252	-	109,252
TOTAL ASSETS	<u>\$ 868,479</u>	<u>\$ 824,768</u>	<u>\$ 1,693,247</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
CURRENT LIABILITIES			
Accounts payable	\$ 258,151	\$ 21,142	\$ 279,293
Total Liabilities	<u>258,151</u>	<u>21,142</u>	<u>279,293</u>
DEFERRED INFLOWS OF RESOURCES			
Prepaid assessments	21,989	-	21,989
Total Deferred Inflows of Resources	<u>21,989</u>	<u>-</u>	<u>21,989</u>
FUND BALANCES			
Total Fund Balances	<u>588,339</u>	<u>803,626</u>	<u>1,391,965</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	<u>\$ 868,479</u>	<u>\$ 824,768</u>	<u>\$ 1,693,247</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 FIVE MONTHS ENDED MAY 31, 2022

108

GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUE			
General operations fees	\$ 1,587,520	\$ 792,339	\$ (795,181)
Sanctuary assessments	285,600	142,800	(142,800)
Transfer from TRMD No. 2	250,000	-	(250,000)
Transfer from TRMD No. 3	250,000	-	(250,000)
Clubhouse rental income	2,500	-	(2,500)
Interest income	1,000	514	(486)
Other revenue	1,000	29,652	28,652
Pool keys	500	-	(500)
Legal/late/collection income	-	9,851	9,851
Penalties	-	18,245	18,245
TOTAL REVENUE	<u>2,378,120</u>	<u>993,401</u>	<u>(1,384,719)</u>
EXPENDITURES			
General and administration	333,200	125,367	207,833
Operations expenses	177,000	69,105	107,895
Grounds expenses	1,059,500	415,302	644,198
Recreation expenses	249,320	74,087	175,233
Utilities expenses	299,000	75,634	223,366
TOTAL EXPENDITURES	<u>2,118,020</u>	<u>759,495</u>	<u>1,358,525</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	260,100	233,906	(26,194)
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)	233,906	(526,194)
FUND BALANCE - BEGINNING	<u>399,520</u>	<u>354,432</u>	<u>(45,088)</u>
FUND BALANCE - ENDING	<u>\$ 159,620</u>	<u>\$ 588,338</u>	<u>\$ 428,718</u>

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TALLYN'S REACH AUTHORITY
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN NET POSITION - BUDGET AND ACTUAL
FOR THE FIVE MONTHS ENDED MAY 31, 2022

109

GENERAL FUND

EXPENDITURES	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
General and administration			
Election expense	\$120,000	\$5,188	\$114,812
Legal services	45,000	29,312	15,688
Accounting	44,000	25,566	18,434
Authority management	37,000	15,417	21,583
Billing	26,000	10,833	15,167
Insurance and bonds	26,000	24,570	1,430
Authority mapping services	14,000	4,913	9,087
Auditing	10,700	-	10,700
Miscellaneous	5,000	6,304	(1,304)
Website/Newsletter	2,500	-	2,500
Dues and licenses	2,500	3,264	(764)
Banking fees	500	-	500
Total General and administration	<u>333,200</u>	<u>125,367</u>	<u>207,833</u>
Operations expenses			
Property management	63,000	26,250	36,750
Operations legal services	40,000	10,725	29,275
Engineering	35,000	9,380	25,620
Legal collections	24,000	9,624	14,376
Direct costs - postage, mailing, mileage, etc.	15,000	13,126	1,874
Total Operations expenses	<u>177,000</u>	<u>69,105</u>	<u>107,895</u>
Grounds expenses			
Landscape management	257,000	100,975	156,025
Beautification: flowers & shrubs	200,000	66,400	133,600
Beautification: native grasses management	100,000	13,253	86,747
Tree maintenance	92,000	54,130	37,870
Irrigation management	85,000	38,603	46,397
Snow removal	60,000	53,698	6,302
Irrigation repairs	45,000	42,797	2,203
Winter watering	36,000	3,200	32,800
Annual flowers	35,500	35,518	(18)
Perennial bed maintenance	25,000	-	25,000
Seasonal décor	20,000	-	20,000
Retention/Detention ponds maintenance	20,000	-	20,000
Signage maintenance	20,000	929	19,071
Beautification: mulch refresh	20,000	-	20,000
Beauty band mowing	10,000	-	10,000
Community donations	7,000	-	7,000
Lighting/electrical repairs	6,000	1,676	4,324
Miscellaneous common area maintenance	5,000	2,092	2,908
Retaining walls	5,000	-	5,000
Beautification: wood posts maintenance	5,000	-	5,000
Pest control	3,000	341	2,659
Flag maintenance	2,000	1,691	309
Fountain maintenance	1,000	-	1,000
Total Grounds expenses	<u>1,059,500</u>	<u>415,303</u>	<u>644,197</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 FIVE MONTHS ENDED MAY 31, 2022

110

GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
Recreation expenses			
Pool contract	101,520	33,840	67,680
Pool repairs	20,000	16,668	3,332
Pool chemicals	12,000	-	12,000
Pool furniture	15,000	-	15,000
Pool equipment	5,000	-	5,000
Kiddie pool	5,000	-	5,000
Storage building/Pool house	2,000	-	2,000
Security system	6,000	6,354	(354)
Clubhouse maintenance supplies	3,000	50	2,950
Indoor building maintenance	12,000	722	11,278
Outside building maintenance	10,000	-	10,000
Janitorial/housekeeping	7,000	1,390	5,610
Tennis court maintenance	1,500	-	1,500
Playground equipment	800	-	800
Telephone/access control	5,000	2,099	2,901
Events	3,000	-	3,000
Pool management	29,100	10,171	18,929
Trash removal	6,400	2,793	3,607
Supplies other	5,000	-	5,000
Total Recreation expenses	<u>249,320</u>	<u>74,087</u>	<u>175,233</u>
Utilities expenses			
Water/sewer	286,000	68,452	217,548
Gas/electric	13,000	7,182	5,818
Total Utilities expenses	<u>299,000</u>	<u>75,634</u>	<u>223,366</u>
TOTAL EXPENDITURES	<u>\$ 2,118,020</u>	<u>\$ 759,496</u>	<u>\$ 1,358,524</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 FIVE MONTHS ENDED MAY 31, 2022

112

CAPITAL PROJECTS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Interest income	\$ 1,000	\$ 1,241	\$ 241
TOTAL REVENUES	<u>1,000</u>	<u>1,241</u>	<u>241</u>
EXPENDITURES			
Signage	-	12,991	(12,991)
Wood post replacement	30,000	-	30,000
Xeriscaping	150,000	-	150,000
Monuments	60,000	-	60,000
Tree replacements	125,000	-	125,000
Picnic tables & park benches	10,000	7,337	2,663
Trails upgrades	5,000	-	5,000
Pool repairs	15,000	-	15,000
Pool improvements	10,000	-	10,000
Clubhouse improvements	5,000	11,505	(6,505)
Irrigation upgrades	30,000	13,500	16,500
Retaining walls	5,000	2,300	2,700
Native grass maintenance/upgrades	50,000	-	50,000
Streets	150,000	-	150,000
TOTAL EXPENDITURES	<u>645,000</u>	<u>47,633</u>	<u>597,367</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(644,000)	(46,392)	597,608
OTHER FINANCING SOURCES (USES)			
Transfers from other funds	500,000	-	(500,000)
TOTAL OTHER FINANCING SOURCES (USES)	<u>500,000</u>	<u>-</u>	<u>(500,000)</u>
NET CHANGE IN FUND BALANCES	(144,000)	(46,392)	97,608
FUND BALANCES - BEGINNING	<u>862,994</u>	<u>850,018</u>	<u>(12,976)</u>
FUND BALANCES - ENDING	<u>\$ 718,994</u>	<u>\$ 803,626</u>	<u>\$ 84,632</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
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The Tallyns Reach Authority (Authority) was organized for the purpose of planning, financing, designing, constructing, installing, operating, maintaining, repairing and replacing public improvements and facilities and providing services to the residents of the Tallyn's Reach districts. The authority was established on February 12, 2018, pursuant to the Tallyn's Reach Authority Establishment Agreement whereby the Tallyn's Reach Metropolitan District No. 2 and Tallyn's Reach Metropolitan District No. 3 agreed to establish the Authority.

The Authority has no employees and all administrative functions are contracted.

The Authority prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

General Operations Fees

The general operations fee is a fee billed quarterly to residential units at a rate of \$220 per lot per quarter. The fee is used to pay for services provided in connection with the construction, operations, and maintenance of public facilities within the Legal Boundaries, including recreational facilities, landscaping and common areas.

Sanctuary assessments

The sanctuary assessments are a fee billed to apartments at a rate of \$71,400 per quarter. These fees are also used to pay for services provided in connection with the construction, operations, and maintenance of public facilities within the Legal Boundaries, including recreational facilities, landscaping and common areas.

Intergovernmental revenue

During 2022, the Authority anticipates receiving \$250,000 from Tallyn's Reach Metropolitan District No. 2 and \$250,000 from Tallyn's Reach Metropolitan District No. 3 which will be used to pay for the Authority's Administrative expenses.

Net Investment Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 0.25%.

**TALLYNS REACH AUTHORITY
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures

Administrative and Operating Expenditures

Administrative and operations expenditures have been provided based on estimates of the Authority's Board of Directors and consultants and include the services necessary to maintain the Authority's administrative viability such as legal, accounting, managerial, insurance, meeting expense, and other administrative expenses.

Grounds and Recreation Expenses

Grounds and recreation expenses have been estimated by the Authority's management. The estimated expenditures include maintenance of certain facilities and improvements throughout the Authority including but not limited to the grounds, pool, and clubhouse.

Capital Outlay

The Authority anticipates infrastructure improvements as noted in the Capital Projects fund.

Debt and Leases

The District has no capital or operating leases.

TALLYNS REACH AUTHORITY
Schedule of Cash Position
Updated as of July 11, 2022

	<u>General Fund</u>	<u>Capital Fund</u>	<u>Total</u>
<u>1st Bank Checking</u>			
Balance as of 05/31/22	\$ 312,648.11	\$ -	\$ 312,648.11
Subsequent activities:			
06/01/22 - Aurora Water autopay	(21,864.76)	-	(21,864.76)
06/03/22 - Bill.com Payables	(42,653.61)	-	(42,653.61)
06/21/22 - Bill.com Payables	(1,453.21)	-	(1,453.21)
06/22/22 - Bill.com Payables	(121,233.21)	(7,090.00)	(128,323.21)
06/22/22 - Bill.com Payables	-	(6,068.00)	(6,068.00)
06/23/22 - Deposit Correction	(15.00)	-	(15.00)
06/30/22 - June Assessments	49,339.45	-	49,339.45
06/30/22 - June PNP Deposits in-transit	9,493.30	-	9,493.30
07/01/22 - Aurora Water autopay	(43,023.51)	-	(43,023.51)
07/07/22 - Bill.com Void	200.00	-	200.00
07/11/22 - July Assessments, Net	15,537.48	-	15,537.48
<i>Anticipated Transfer from ColoTrust</i>	<i>72,346.00</i>	<i>37,654.00</i>	<i>110,000.00</i>
<i>Anticipated Bill.Com Payables</i>	<i>(174,385.40)</i>	<i>(24,496.00)</i>	<i>(198,881.40)</i>
<i>Anticipated Balance</i>	<u>\$ 54,935.64</u>	<u>\$ -</u>	<u>\$ 54,935.64</u>
<u>ColoTrust</u>			
Balance as of 05/31/22	\$ 446,578.72	\$ 324,207.84	\$ 770,786.56
Subsequent activities:			
06/29/22 - Transfer from TRMD 3	150,000.00	-	150,000.00
06/30/22 - Interest income	437.03	317.27	754.30
<i>Anticipated Transfer to Checking</i>	<i>(72,346.00)</i>	<i>(37,654.00)</i>	<i>(110,000.00)</i>
<i>Anticipated Transfer from Tallyn's Reach MD No. 3</i>	<i>100,000.00</i>	<i>-</i>	<i>100,000.00</i>
<i>Anticipated Balance</i>	<u>\$ 624,669.75</u>	<u>\$ 286,871.11</u>	<u>\$ 911,540.86</u>
<u>ColoTrust Edge</u>			
Balance as of 05/31/22	\$ -	\$ 500,560.03	\$ 500,560.03
Subsequent activities:			
06/30/22 - Interest income (loss)	-	(591.30)	(591.30)
<i>Anticipated Balance</i>	<u>\$ -</u>	<u>\$ 499,968.73</u>	<u>\$ 499,968.73</u>
<i>Total Anticipated Balances</i>	<u>\$ 679,605.39</u>	<u>\$ 786,839.84</u>	<u>\$ 1,466,445.23</u>

Yield Information @ 05/31/22:

Colostrust Plus - 0.7911%
Colostrust Plus - 0.7642%

TALLYNS REACH METROPOLITAN DISTRICT NO. 2
Schedule of Cash Position
As of March 31, 2022
Updated as of July 13, 2022

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Total</u>
<u>PNC Bank</u>			
Balance as of 03/31/22	\$ 37,951.37	\$ 270,752.16	\$ 308,703.53
Subsequent activities:			
04/10/22 - Property/SO tax	4,067.02	14,606.15	18,673.17
04/29/22 - Bank fees	-	(55.20)	(55.20)
04/30/22 - Interest income	0.33	2.33	2.66
05/10/22 - Property/SO tax	78,982.39	283,654.86	362,637.25
05/31/22 - Interest income	3.89	26.39	30.28
06/01/22 - Debt Service payment	-	(6,958.04)	(6,958.04)
06/10/22 - Property/SO tax	8,826.78	31,700.20	40,526.98
07/10/22 - Property/SO tax	32,255.48	115,841.31	148,096.79
<i>Anticipated interfund transfer</i>	<i>100,022.00</i>	<i>(100,022.00)</i>	-
<i>Anticipated transfer to TRA</i>	<i>(250,000.00)</i>	-	<i>(250,000.00)</i>
<i>Anticipated Balance</i>	<u>\$ 12,109.26</u>	<u>\$ 609,548.16</u>	<u>\$ 621,657.42</u>
<u>ColoTrust</u>			
Balance as of 03/31/22	\$ -	\$ 512.83	\$ 512.83
Subsequent activities:			
04/30/22 - Interest income	-	0.25	0.25
05/31/22 - Interest income	-	0.34	0.34
06/30/22 - Interest income	-	0.45	0.45
<i>Anticipated Balance</i>	<u>\$ -</u>	<u>\$ 513.87</u>	<u>\$ 513.87</u>
<i>Total Anticipated Balances</i>	<u>\$ 12,109.26</u>	<u>\$ 610,062.03</u>	<u>\$ 622,171.29</u>

Yield Information as of 03/31/22:

Colostrust Plus - 0.2522%

PNC Bank - 0.01%

**TALLYNS REACH METROPOLITAN DISTRICT No. 2
Property Taxes Reconciliation
2022**

	Current Year							Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 2,115.41	\$ -	\$ 3,662.95	\$ -	\$ (31.73)	\$ 5,746.63	0.29%	0.29%	\$ 16,465.99	0.79%	0.79%
February	166,788.89	-	4,214.87	-	(2,501.83)	168,501.93	22.52%	22.80%	260,614.53	22.24%	23.04%
March	14,715.26	-	4,178.64	-	(220.73)	18,673.17	1.99%	24.79%	290,379.71	24.64%	47.68%
April	364,509.99	-	3,594.91	-	(5,467.65)	362,637.25	49.21%	74.00%	60,530.33	4.70%	52.38%
May	37,624.06	-	3,448.25	19.32	(564.65)	40,526.98	5.08%	79.08%	30,553.16	2.14%	54.53%
June	146,573.60	-	3,700.57	21.55	(2,198.93)	148,096.79	19.79%	98.87%	519,600.26	44.70%	99.22%
July	-	-	-	-	-	-	0.00%	98.87%	14,998.73	0.67%	99.89%
August	-	-	-	-	-	-	0.00%	98.87%	6,431.16	0.00%	99.89%
September	-	-	-	-	-	-	0.00%	98.87%	8,640.84	0.11%	100.00%
October	-	-	-	-	-	-	0.00%	98.87%	6,406.44	0.00%	100.00%
November	-	-	-	-	-	-	0.00%	98.87%	6,568.42	0.00%	100.00%
December (Accrued)	-	-	-	-	-	-	0.00%	98.87%	6,550.17	0.00%	100.00%
	\$ 732,327.21	\$ -	\$ 22,800.19	\$ 40.87	\$ (10,985.52)	\$ 744,182.75	98.87%	98.87%	\$ 1,227,739.74	100.00%	100.00%

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

Property Tax

General Fund	\$ 161,313.00	21.78%	\$ 159,500.87	98.88%
Debt Service Fund	579,376.00	78.22%	572,826.34	98.87%
	\$ 740,689.00	100.00%	\$ 732,327.21	98.87%

Specific Ownership Tax

General Fund	\$ 11,292.00	21.78%	\$ 4,965.88	43.98%
Debt Service Fund	40,556.00	78.22%	17,834.31	43.97%
	\$ 51,848.00	100.00%	\$ 22,800.19	43.98%

Treasurer's Fees

General Fund	\$ 2,420.00	21.78%	\$ 2,392.65	98.87%
Debt Service Fund	8,691.00	78.22%	8,592.87	98.87%
	\$ 11,111.00	100.00%	\$ 10,985.52	98.87%

TALLYNS REACH METROPOLITAN DISTRICT NO. 3
Schedule of Cash Position
As of March 31, 2022
Updated as of July 13, 2022

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Total</u>
<u>ColoTrust</u>			
Balance as of 03/31/22	\$ 112,326.31	\$ 2,202,786.03	\$ 2,315,112.34
Subsequent activities:			
04/10/22 - Property/SO tax	10,222.93	111,333.92	121,556.85
04/30/22 - Interest income	43.19	846.97	890.16
05/10/22 - Property/SO tax	16,983.70	184,962.80	201,946.50
05/31/22 - 2019 Bond payment	-	(133,600.00)	(133,600.00)
05/31/22 - 2020A Bond payment		(95,984.20)	(95,984.20)
05/31/22 - 2020B Bond payment		(233,721.60)	(233,721.60)
05/31/22 - 2021 A-1 Bond payment		(81,446.50)	(81,446.50)
05/31/22 - 2021 A-2 Bond payment		(101,031.25)	(101,031.25)
05/31/22 - Interest income	85.90	1,621.99	1,707.89
06/10/22 - Property/SO tax	16,502.17	179,718.61	196,220.78
06/29/22 - Transfer to TRA	(150,000.00)	-	(150,000.00)
06/30/22 - Interest income	103.16	1,948.01	2,051.17
07/10/22 - Property/SO tax	96,937.63	1,055,709.52	1,152,647.15
Anticipated transfer to TRA	(100,000.00)	-	(100,000.00)
Anticipated Balance	\$ 3,204.99	\$ 3,093,144.30	\$ 3,096,349.29
<u>ColoTrust - 8002 (2019 Bonds)</u>			
Balance as of 03/31/22	\$ -	\$ 2.31	\$ 2.31
Subsequent activities: None			
Anticipated Balance	\$ -	\$ 2.31	\$ 2.31
<u>CSAFE</u>			
Balance as of 03/31/22	\$ -	\$ 40.10	\$ 40.10
Subsequent activities: None			
Anticipated Balance	\$ -	\$ 40.10	\$ 40.10
Total Anticipated Balances	\$ 3,204.99	\$ 3,093,186.71	\$ 3,096,391.70

Yield Information as of 03/31/22:

Colotrust Plus - 0.2522%

CSAFE - 0.23%

**TALLYNS REACH METROPOLITAN DISTRICT NO. 3
Property Taxes Reconciliation
2022**

	Current Year							Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 31,992.34	\$ -	\$ 14,728.23	\$ (21.60)	\$ (479.56)	\$ 46,219.41	1.07%	1.07%	\$ 60,011.59	1.04%	1.04%
February	1,291,818.21	-	16,947.40	-	(19,377.27)	1,289,388.34	43.38%	44.45%	1,498,367.18	41.49%	42.53%
March	106,325.29	-	16,801.77	25.05	(1,595.26)	121,556.85	3.57%	48.02%	271,561.59	6.93%	49.45%
April	189,859.09	-	14,910.67	25.00	(2,848.26)	201,946.50	6.37%	54.39%	246,480.57	6.33%	55.78%
May	184,947.47	-	13,864.96	192.30	(2,783.95)	196,220.78	6.21%	60.60%	139,064.15	3.37%	59.16%
June	1,154,933.49	-	14,879.51	160.56	(17,326.41)	1,152,647.15	38.78%	99.38%	1,440,789.02	39.75%	98.90%
July	-	-	-	-	-	-	0.00%	99.38%	40,917.90	0.51%	99.41%
August	-	-	-	-	-	-	0.00%	99.38%	28,070.59	0.22%	99.63%
September	-	-	-	-	-	-	0.00%	99.38%	27,102.09	0.12%	99.74%
October	-	-	-	-	-	-	0.00%	99.38%	23,780.62	0.10%	99.85%
November	-	-	-	-	-	-	0.00%	99.38%	26,289.68	0.15%	100.00%
December (Accrued)	-	-	-	-	-	-	0.00%	99.38%	20,390.95	0.00%	100.00%
	\$ 2,959,875.89	\$ -	\$ 92,132.54	\$ 381.31	\$ (44,410.71)	\$ 3,007,979.03	99.38%	99.38%	\$ 3,822,825.93	100.00%	100.00%

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied	
Property Tax				
General Fund	\$ 250,523.00	8.41%	\$ 248,925.56	99.37%
Debt Service Fund	2,727,688.00	91.59%	2,710,950.33	99.39%
	\$ 2,978,211.00	100.00%	\$ 2,959,875.89	99.38%

Specific Ownership Tax

General Fund	\$ 17,537.00	8.41%	\$ 7,748.35	44.18%
Debt Service Fund	190,938.00	91.59%	84,384.19	44.19%
	\$ 208,475.00	100.00%	\$ 92,132.54	44.19%

Treasurer's Fees

General Fund	\$ 3,758.00	8.41%	\$ 3,734.96	99.40%
Debt Service Fund	40,915.00	91.59%	40,675.76	99.42%
	\$ 44,673.00	100.00%	\$ 44,410.71	99.41%

July 10, 2022

Tallyn's Reach
c/o Nic Carlson
Aurora, CO 80016

RE: Project Estimating for Roadway Resurfacing

Dear Nic:

The purpose of this correspondence is to assist the Tallyn's Reach with their planning and budgeting efforts related to specific activities to maintain and preserve the private street surfaces located within the Tallyn's Reach Subdivisions within Aurora, Colorado. This information summarizes the recommended pavement improvements and an estimate of the project costs including materials, labor, equipment, design, bidding, and construction administration.

Background

The Tallyn's Reach streets contain roughly 4,700 linear feet of paved roadway utilizing asphalt or concrete pavement. A typical roadway section includes concrete curb and gutter on both sides of a crowned section of asphalt or concrete pavement. Width of pavement varies between 20 and 26 feet wide with some exceptions. The private roadways were constructed in a time frame of as early as 1998 and completed in early 2000's.

Scope of Improvements

The proposed improvements considered include a 2-inch deep milling of the existing asphalt surface and a replacement overlay section of hot-mix asphalt of equal depth. This mill and overlay sequence is projected to provide a minimum service life of 12 years.

The proposed improvements considered for concrete pavement include panel replacement on a case-by-case scenario. Typical concrete panels are most likely between 5 and 8 inches thick. The concrete panel replacement is projected to provide a minimum service life of 15 years.

Street Conditions Assessment

All of the private streets were evaluated based on surface conditions of the pavement and distresses in the pavement were noted. An overall score of each roadway segment (0-100 with 100 being newly constructed) was given based on the condition assessment and distress types.

Based on these scores, we recommend a complete mill/overlay of each of the asphalt roadways and a partial panel replacement (10%) of the concrete pavement.

Assumed Quantities/Costs

Total Construction Costs	\$315,000.00
Soft Costs (Design/Bidding/Construction Management @ 6%)	\$ 18,900.00
Quality Assurance (Owner Cost @ 3%)	\$ 9,450.00
Sub-total Project Costs	\$343,350.00
Project Contingency (20%)	\$ 68,670.00
TOTAL PROJECT COST ESTIMATE	\$412,020.00

The total project costs estimated above (\$412,020) including project contingency is the budget amount recommended for award purposes.

Sincerely,

IMEG CORP.



Taylor C. Goertz, PE
Principal /Client Executive



PRELIMINARY SCOPE

Client: Tallyn's Reach
Project: 2022 Roadway Assessment

Project Number: 21008104.03

Date: 06/30/22

No.	Item	Description	Pavement Type	Replacement Value	Rating (0-100)	Surface Treatment	CL Length (L.F.)	Width (Pvmt) (L.F.)	Area (S.F.)	Surface Treatment		Concrete Replacement		TOTAL	Notes
										Unit Price	Ext	Unit Price	Ext		
1	S Catawba Way	Cul-de-sac	Asphalt	\$ 40,885	65	2-Inch Mill/Overlay	185	26	4,810	\$ 2.25	\$ 10,822.50	\$ 1,082.25	\$ 1,082.25	\$ 11,904.75	
2	Briarwood Drive-Spur	Cul-de-sac	Asphalt	\$ 16,575	60	2-Inch Mill/Overlay	75	26	2,100	\$ 2.25	\$ 4,725.00	\$ 472.50	\$ 472.50	\$ 5,197.50	
3	Biloxi Court (N)	Cul-de-sac	Asphalt	\$ 33,150	70	2-Inch Mill/Overlay	150	26	4,200	\$ 2.25	\$ 9,450.00	\$ 945.00	\$ 945.00	\$ 10,395.00	
4	Algonquian Court	Cul-de-sac	Asphalt	\$ 39,780	60	2-Inch Mill/Overlay	180	26	5,040	\$ 2.25	\$ 11,340.00	\$ 1,134.00	\$ 1,134.00	\$ 12,474.00	
5	Buchanan Court	Loop	Concrete	\$ 428,480	85	R & R (10%)	515	26	14,420	\$ 32.00	\$ 46,144.00	\$ 4,614.40	\$ 4,614.40	\$ 50,758.40	
6	Biloxi Court (S)	Cul-de-sac	Asphalt	\$ 36,465	65	2-Inch Mill/Overlay	165	26	4,620	\$ 2.25	\$ 10,395.00	\$ 1,039.50	\$ 1,039.50	\$ 11,434.50	
7	Irish Drive - 1	Cul-de-sac	Asphalt	\$ 167,280	65	2-Inch Mill/Overlay	820	24	19,680	\$ 2.25	\$ 44,280.00	\$ 4,428.00	\$ 4,428.00	\$ 48,708.00	
8	Irish Drive - 2	Cul-de-sac	Asphalt	\$ 30,855	70	2-Inch Mill/Overlay	165	22	3,630	\$ 2.25	\$ 8,167.50	\$ 816.75	\$ 816.75	\$ 8,984.25	
9	Indore Place	Cul-de-sac	Asphalt	\$ 31,620	70	2-Inch Mill/Overlay	155	24	3,720	\$ 2.25	\$ 8,370.00	\$ 837.00	\$ 837.00	\$ 9,207.00	
10	Dry Creek Place	Cul-de-sac	Asphalt	\$ 33,150	75	2-Inch Mill/Overlay	150	26	3,900	\$ 2.25	\$ 8,775.00	\$ 877.50	\$ 877.50	\$ 9,652.50	
11	Ottawa Drive (S)	Cul-de-sac	Asphalt	\$ 41,990	55	2-Inch Mill/Overlay	190	26	4,940	\$ 2.25	\$ 11,115.00	\$ 1,111.50	\$ 1,111.50	\$ 12,226.50	
12	Ottawa Drive (N)	Cul-de-sac	Asphalt	\$ 38,675	60	2-Inch Mill/Overlay	175	26	4,550	\$ 2.25	\$ 10,237.50	\$ 1,023.75	\$ 1,023.75	\$ 11,261.25	
13	Irvington Court	Cul-de-sac	Asphalt	\$ 36,550	65	2-Inch Mill/Overlay	215	20	4,300	\$ 2.25	\$ 9,675.00	\$ 967.50	\$ 967.50	\$ 10,642.50	
14	Gold Bug Court	Cul-de-sac	Asphalt	\$ 28,050	65	2-Inch Mill/Overlay	165	20	3,300	\$ 2.25	\$ 7,425.00	\$ 742.50	\$ 742.50	\$ 8,167.50	
15	Blue Spruce Place	Cul-de-sac	Asphalt	\$ 20,400	60	2-Inch Mill/Overlay	120	20	2,400	\$ 2.25	\$ 5,400.00	\$ 540.00	\$ 540.00	\$ 5,940.00	
16	Limber Pine Lane	Cul-de-sac	Asphalt	\$ 17,000	70	2-Inch Mill/Overlay	100	20	2,000	\$ 2.25	\$ 4,500.00	\$ 450.00	\$ 450.00	\$ 4,950.00	
17	Eaton Park Parkway	Cul-de-sac	Asphalt	\$ 47,600	70	2-Inch Mill/Overlay	280	20	5,600	\$ 2.25	\$ 12,600.00	\$ 1,260.00	\$ 1,260.00	\$ 13,860.00	
18	Glasgow Circle - 1 (W)	Cul-de-sac	Concrete	\$ 80,960	65	R & R (10%)	115	22	2,530	\$ 32.00	\$ 8,096.00	\$ 809.60	\$ 809.60	\$ 8,905.60	
19	Glasgow Drive - 2	Cul-de-sac	Concrete	\$ 92,160	65	R & R (10%)	120	24	2,880	\$ 32.00	\$ 9,216.00	\$ 921.60	\$ 921.60	\$ 10,137.60	
20	Glasgow Drive - 3	Cul-de-sac	Concrete	\$ 77,440	60	R & R (10%)	110	22	2,420	\$ 32.00	\$ 7,744.00	\$ 774.40	\$ 774.40	\$ 8,518.40	
21	Glasgow Drive - 4	Cul-de-sac	Concrete	\$ 115,200	65	R & R (10%)	150	24	3,600	\$ 32.00	\$ 11,520.00	\$ 1,152.00	\$ 1,152.00	\$ 12,672.00	
22	Glasgow Drive - 5	Cul-de-sac	Concrete	\$ 76,800	65	R & R (10%)	100	24	2,400	\$ 32.00	\$ 7,680.00	\$ 768.00	\$ 768.00	\$ 8,448.00	
23	Glasgow Drive - 6	Cul-de-sac	Asphalt	\$ 92,800	70	2-Inch Mill/Overlay	145	20	2,900	\$ 2.25	\$ 6,525.00	\$ 652.50	\$ 652.50	\$ 7,177.50	
24	Glasgow Drive - 7	Cul-de-sac	Asphalt	\$ 20,400	70	2-Inch Mill/Overlay	120	20	2,400	\$ 2.25	\$ 5,400.00	\$ 540.00	\$ 540.00	\$ 5,940.00	
	Sub-total			\$ 1,644,265							\$ 259,997.50	\$ 25,999.75	\$ 25,999.75	\$ 285,997.25	
	Contingency (10%)			\$ 164,427							\$ 25,999.75	\$ 2,599.98	\$ 2,599.98	\$ 28,599.73	
	TOTAL			\$ 1,808,692							\$ 285,997.25	\$ 28,599.73	\$ 28,599.73	\$ 314,596.98	

123



MOST POPULAR



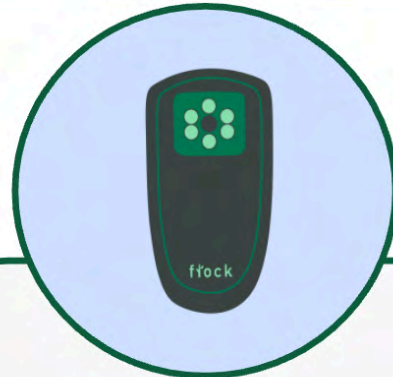
Sparrow

1 Camera

\$1,900/yr*

\$250 implementation fee
per camera

LPR evidence within 3hrs
Free cloud storage for 7 days
Install anywhere
Maintenance Free
Amazon-like search
Protects Privacy
Used by Police



Sparrow Real-Time

1 Camera

\$2,400/yr*

\$250 implementation fee
per camera

Everything in Standard and:

Cloud storage for 30 days
Real-time access to evidence
Real-time alerts sent to police

Bundle

1 Sparrow + 1 Sparrow Real-Time

\$4,000/yr*

\$250 implementation fee
per camera

Future upgrades

30 day cloud storage - \$400 / yr
Real-time alerts - \$600 / yr

*24 month agreement.

Let's protect your community. Together.

Flock Safety Sparrow™ ALPR Camera

The Flock Safety Sparrow is an affordable, discreet ALPR (automatic license plate recognition) camera for communities who want to solve and prevent crime in places they live, work, and play. Unlike traditional security cameras, the Sparrow captures the #1 piece of evidence local police need to solve crime, the license plate.

Not your average security camera

Install anywhere

With solar power and LTE connectivity, we can install the Sparrow where it makes the most impact on crime.

No maintenance required

We install, maintain, and service your cameras for the life of your contract, all for one subscription price.

Vehicle Fingerprint Technology

If an incident occurs, search footage by vehicle type, make, color, license plate state, and other unique features like bumper stickers, decals, and roof racks.



Join 1000+ communities using Flock Safety to eliminate crime



Detect

objective evidence
your police need to
solve crime



Decode

footage with machine
learning so your
police can investigate



Deliver

real-time alerts to police
if a wanted or stolen
vehicle drives by

Trustworthy technology that solves and prevents crime.

90%

Reduction in
reported
package theft

\$40k

Savings per
year vs
installing a gate

60%

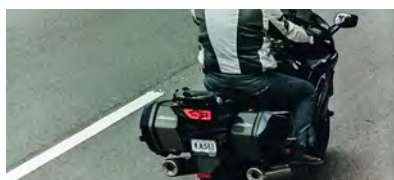
Crime reduction
in Cobb County,
GA

"Flock has proven time and again to keep us safe. We couldn't ask for a better system to stop neighborhood crime."

– Andy Moseley
Conifer Place HOA



Capture the evidence police need 24/7, and help stop crime



Identify vehicle body type, make, color, license plate (partial, missing, or covered plates), temporary plates, license plate state, and unique features like decals, bumper stickers, and accessories.

Solar Panel

- Voltage: 18-20V
- Weight: 9.6lbs (with hardware)
- Length: 21.25"
- Width: 14"
- Depth: 2"
- Mount: atop pole with bolts

Pole

- DOT breakaway pole: 6', 12'
- Material: SCH 40
- Alloy: 6061
- Weight: 32 lbs

Camera

- Length: 8.75"
- Height: 5"
- Width: 2.875"
- Mount: Adjustable band clamps
- Weight: 3lbs
- Footage: Uploads via LTE
- Line of Sight: 15' wide, 30-65' distance
- Assembly: Flock Safety in Atlanta, GA
- Speed Capture: \leq 100MPH





July 5, 2022

Tallyns Reach Authority
2154 E Commons Ave Suite 2000
Littleton Co 80122-1880

[VIA EMAIL](#)

Re: Axis Exploration LLC
Property at Aurora, Aurora, Colorado
Section 30-T5S-R65W

Dear Mineral Owner:

As a partner and on behalf of Axis Exploration LLC, we have identified you as the rightful owner of the minerals relating to the above-described property in Arapahoe County. We would like to support the next steps in establishing your partnership with Axis Exploration by facilitating the delivery, execution and return of the enclosed oil and gas lease, which contains a “no surface use” provision. Please note that, in an effort to exceed the state’s strictest regulatory standards, our nearest proposed development location is beyond 2,000 feet from all current residential building units in this area and likely much farther from your specific location. Please contact Reece McGregor for additional details related to leasing or proposed development siting and other current plans.

The enclosed lease form(s), upon execution and return, will help to expedite your participation in oil and gas production in your region. The enclosed lease form(s) specify an up-front lease bonus amount to be paid to you in full, within 30 days of signing and returning the enclosed documents to PLM, LLC, a partner of Axis Exploration LLC. Based on your mineral ownership verified, you may expect to receive a lease bonus amount totaling \$49,030.65, payable via check no later than 30 days after signing and returning the enclosed executed and notarized oil and gas lease agreement, order of payment and W-9. All required documents should be received by PLM, LLC within Ninety (90) days from the date of the Lease, otherwise this offer shall be considered terminated and withdrawn, unless we are contacted by you. You will also receive royalty payments in accordance with the specified terms within this lease agreement upon the future production and sale of oil and gas in the area, and for the life of the producing well(s), and for as long as you retain your mineral ownership in the above-described property.

Upon execution, you can mail these documents to:

PLM, LLC
1801 California Street, Suite 2400
Denver, CO 80202

Thank you for your consideration. Please do not hesitate to reach out to me directly if I can be of any assistance.

Sincerely,

Reece McGregor
304-476-5565