

TALLYN’S REACH AUTHORITY  
[www.TallynsReachMetroDistrict.com](http://www.TallynsReachMetroDistrict.com)

**NOTICE OF SPECIAL MEETING AND AGENDA**

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

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

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

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

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ZDg0NjJINDYtMTgxNS00MGYzLTg0YzQtZmZiMTNIMGUyMDY1%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](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDg0NjJINDYtMTgxNS00MGYzLTg0YzQtZmZiMTNIMGUyMDY1%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: 631 123 635#**

<b>AUTHORITY: Board of Directors</b>	<b>Office</b>	<b>Term Expires</b>
Harry Yosten	President	May 2025
David Patterson	Vice-President / Secretary	May 2027
BJ Pell	Treasurer	May 2025
Mike Dell’Orfano	Assistant Secretary	May 2025
Brian Crandall	Assistant Secretary	May 2025

**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. Happy 25<sup>th</sup> Anniversary to Tallyn's Reach being approved by the City of Aurora.

## II. PUBLIC COMMENT

*Members of the public may express their views to the Board on matters that affect the Authority that are not otherwise on the agenda. Comments will be limited to three (3) minutes per person.*

## III. CONSENT AGENDA

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

- A. Approval of Minutes of the Regular Meeting on September 19, 2023 (enclosure).
- B. Ratify approval of Thirteenth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc. for tree trimming in the amount of \$4,333.34 (enclosure).
- C. Ratify approval of Fourteenth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc. for string trim native in the amount of \$2,260.80 (enclosure).
- D. Ratify approval of Fifteenth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc. for native seeding in the amount of \$47,668.81 (enclosure).
- E. Ratify approval of Sixteenth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc. for tree wrapping in the amount of \$3,646.00 (enclosure).
- F. Ratify approval of Seventeenth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc. for straw blanket installation in the amount of \$3,200.32 (enclosure).
- G. Adoption of Annual Administrative Resolution (2024) (enclosure).
- H. Ratify approval of Agreement with SavATree for holiday decorations in the amount of \$14,872.00 (enclosure).
- I. Ratify approval of proposal from Brightview Landscape Services, Inc. for Emerald Ash Borer soil injection in the amount of \$8,166.67 (enclosure).

- J. Review and consider approval of proposal from Brightview Landscape Services, Inc. for 2024 perennial bed and shrub bed renovation in the amount of \$112,853.17 (enclosure).
- K. Review and consider approval of proposal from Brightview Landscape Services, Inc. for 2024 annual flowers in the amount of \$19,075.22 (enclosure).
- L. Ratify approval of Contractor Agreement with Chavez Services LLC for cul-de-sac construction in the amount of \$84,146.10 (enclosure).
- M. Ratify approval of Independent Contractor Agreement with New Bridge Strategy for online survey in the amount of \$5,000 (enclosure).
- N. Ratify approval of Independent Contractor Agreement with Brightview Landscape Services, Inc for winter 2023-2024 snow removal services (enclosure).
- O. Ratify City of Aurora Intergovernmental Agreement.

#### **IV. FINANCIAL MATTERS**

- A. Receive and Review Reserve Study (enclosure).
- B. Receive and Review Resident Survey.
- C. Review and consider approval of claims for period ending November 7, 2023, in the amount of \$466,785.49 (enclosure).
- D. Review and consider approval of unaudited financial statements as of September 30, 2023, and schedule of cash position updated as of November 9, 2023 (enclosure).
- E. Conduct Public Hearing to consider amendment of the 2023 Budget. If necessary, consider adoption of Resolution to Amend the 2023 Budget.
- F. Conduct Public Hearing on the proposed 2024 Budget and consider adoption of Resolution to Adopt the 2024 Budget and Appropriate Sums of Money (enclosure).
- G. Consider approval of the engagement letter with Wipfli LLP to prepare the 2023 Audit (to be distributed).
- H. Appoint District Accountant to prepare the 2025 Budget.
- I. Authorize District Accountant to prepare the DLG-70 Certification of Tax Levies form for certification to the Board of County Commissioners and other interested parties.

#### **V. LEGAL MATTERS**

- A. Update on Proposition HH.

- B. Review and consider for approval of City of Aurora Intergovernmental Agreement.
- C. Consider adoption of Fourth Amendment to Amended and Restated Resolution Concerning the Imposition of Authority Fees (enclosure).
- D. Discuss Implementation of Accessibility Standards for Individuals with a Disability for Information Technology Systems Employed by the District.

## **VI. MANAGER MATTERS**

- A. IMEG update.
- B. Landscape updates.
  - a. Review and consider approval of proposal from Brightview Landscape Services for 2024 landscape maintenance services (enclosure).
  - b. Review and consider approval of proposal from Radiant Lighting Services, Inc. for 2024 lighting maintenance services (enclosure).
  - c. Review and consider approval of Open Space Management Proposal for Weed and Native Plant Management Program 2024 with Ark Ecological Services, LLC (to be distributed).
  - d. Review and consider approval of proposal for 2024 Irrigation Management with ET Irrigation Management Specialist LLC (enclosure).
  - e. Update on closing of 2023 landscaping season.
- C. Pool updates.
  - a. Update on pool and clubhouse management transition.
  - b. Review and consider approval of Agreement with Front Range Recreation for pool and clubhouse management for 2024 (enclosures).
  - c. Ratify termination with YMCA for Pool and Clubhouse Management Services effective December 31, 2023.
- D. Review and consider approval of proposal from Heatherly Creative, LLC for 2024 website administration (enclosure).
- E. Consider approval of Master Service Agreement and Statements of Work with CliftonLarsonAllen LLP for 2024 accounting, management and billing services (enclosures).
- F. Review and consider approval of 2024 insurance renewal. Consider adoption of

documents needed to obtain or maintain insurance coverage through the Colorado Special Districts Property and Liability Pool and TCW Risk Management and authorize membership in the Special District Association (to be distributed).

a. Discuss and consider Workers Compensation insurance coverage (enclosure).

G. Discuss recent graffiti vandalism and reward offering.

## **VII. OTHER MATTERS**

A. **Authority:** Next Board meeting is scheduled for March 19, 2024 at 6:00 p.m.

## **VIII. EXECUTIVE SESSION**

A. Executive session of the Board of Directors for the purpose of receiving legal advice pursuant to Section 24-6-402(4)(b), Colorado Revised Statutes, as it relates to collection efforts regarding the Authority's quarterly fee and litigation with Sanctuary Apartments.

## **IX. ADJOURNMENT**

**The next meeting is scheduled for March 19, 2024 at 6:00 p.m.**

## RECORD OF PROCEEDINGS

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### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TALLYN'S REACH AUTHORITY HELD SEPTEMBER 19, 2023

A regular meeting of the Board of Directors of the Tallyn's Reach Authority, (referred to hereafter as the "Board") was convened on Tuesday, September 19, 2023, at 6:00 p.m. This regular meeting was held via Microsoft Teams. The meeting was open to the public.

#### ATTENDANCE

#### **Directors in Attendance for the Authority:**

BJ Pell, Vice-President/Assistant Secretary

Harry Yosten, Treasurer

Mike Dell'Orfano, Assistant Secretary

Brian Crandall, Assistant Secretary

Absent and excused was Director Patterson.

#### **Also in Attendance Were:**

Blair M. Dickhoner, Esq.; White Bear Ankele Tanaka & Waldron ("WBA")

Celeste Terrell, Terri Boroviak, and Nic Carlson; CliftonLarsonAllen LLP ("CLA")

Bill Barcus; Tallyn's Reach MD 2 Board Member

Julie Huygen; Tallyn's Reach MD 3 Board Member

Taylor Goertz; IMEG Corp. ("IMEG")

Isabell Rodau; YMCA

Sara Rutman; Brightview Landscape Services

#### **Residents in Attendance:**

Lynn Wainwright, Susan Myrena, Drew Sciortino, Cindy Frey, Dan Sorenson, and Adrienne Bradshaw.

#### ADMINISTRATIVE MATTERS

**Call to Order:** The meeting was called to order at 6:04 p.m.

**Agenda:** Following review and discussion, upon a motion duly made by Director Yosten, seconded by Director Pell and, upon vote, unanimously carried, the Board approved the Agenda, as amended, to add collection of unpaid fees, and pool and clubhouse management to Executive Session, remove landscape negotiations with the City of Aurora out of Executive Session, and add YMCA update to take place after public comment.

## RECORD OF PROCEEDINGS

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**Disclosures of Potential Conflicts of Interest:** Attorney Dickhoner advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Attorney Dickhoner reported that disclosures for those directors that provided WBA with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Attorney Dickhoner inquired into whether members of the Board 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 quorum or to otherwise enable the Board to act.

**Quorum:** A quorum was confirmed for the meeting.

**PUBLIC COMMENT**

Ms. Huygen noted her concern about the email sent to residents from the Authority following a request from Councilwoman Bergan. Director Yosten explained that it was not an endorsement and was only meant to be informational.

**YMCA UPDATE**

Ms. Rodau provided an update to the Board. There were questions about the cameras for the pool area. Proposals for electrical work, additional cameras and shower repairs have been sent to CLA and are under review. There was a discussion regarding a reward for damage to signs. The Board would like to revisit license plate readers, private security patrols, and requesting local law enforcement for additional patrol of the community.

**CONSENT AGENDA**

Ms. Terrell reviewed the Consent Agenda with the Board 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 by Director Dell'Orfano, seconded by Director Pell and, upon vote, unanimously carried, the following items on the Consent Agenda were approved, ratified and/or adopted, as appropriate.

- A. Approval of Minutes of the Regular Meeting on July 18, 2023.
- B. Ratify approval of Tenth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc. for Glasgow bed renovations in the amount of \$15,860.73.
- C. Ratify approval of Eleventh Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc. for filling of tree gator bags in the amount of \$9,000.00.
- D. Ratify approval of Twelfth Addendum to Independent Contractor Agreement with Brightview Landscape Services,

## RECORD OF PROCEEDINGS

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- Inc. for flagstone removal and reset in the amount of \$1,959.61.
- E. Ratify approval of Independent Contractor Agreement with Radiant Lighting Services, Inc. for irrigation electrical services in the amount of \$19,867.25.
- F. Ratify approval of 2022 Audit extension.

### LEGAL MATTERS

**New Legislation:** Attorney Dickhoner reviewed the new legislation with the Board regarding Proposition HH, construction contracts and the creation of a Task Force. He also provided an update on snow removal on City of Aurora streets and noted that the Authority would need to enter into an agreement with the City.

**Landscape Negotiations with the City of Aurora:** Director Yosten provided an update to the Board. He has been working with the City on items to be included in the term sheet. The City wants to deed certain parcels to the Authority, which would include ponds. If the Authority and the City can come to an agreement, it is projected that it would lower current maintenance expenses for these areas from \$40,000 to \$10,000. Director Pell recommended having specifics related to seed mix added into the intergovernmental agreement. Director Yosten requested permission from the Board to continue his negotiations. The Board approved Director Yosten moving forward with the negotiations with the City.

### FINANCIAL MATTERS

**Claims:** Ms. Boroviak provided an overview of the claims for period ending September 12, 2023, in the amount of \$592,137.82. Following review and discussion, upon a motion duly made by Director Yosten, seconded by Director Pell and, upon vote, unanimously carried, the Board approved the claims as presented.

**Unaudited Financial Statements and Schedule of Cash Position:** Ms. Boroviak reviewed the unaudited financial statements as of July 31, 2023 and the schedule of cash position updated as of September 13, 2023. Following review and discussion, upon a motion duly made by Director Pell, seconded by Director Yosten and, upon vote, unanimously carried, the Board approved the unaudited financial statements as of July 31, 2023 and the schedule of cash position updated as of September 13, 2023, as presented.

**2022 Draft Audit; Execution of Representation Letter:** Ms. Boroviak reviewed the 2022 draft audit with the Board. Following review and discussion, upon a motion duly made by Director Yosten, seconded by Director Pell and, upon vote, unanimously carried, the



## RECORD OF PROCEEDINGS

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Board accepted the 2022 draft audit, authorized the execution of the Representation Letter, and authorized the submittal of the audit.

MANAGER MATTERS **Electrical Vehicle Charging Stations:** Ms. Terrell and Mr. Carlson provided updates on the electrical vehicle charging stations. They suggested including the question about charging stations on a survey and waiting until the survey results are in prior to pursuing any further.

**IMEG Update:** Mr. Goertz provided an update to the Board on the retaining wall project. He reported that contractors are under contract and are moving forward with the construction project. Currently, they are waiting for the right of way permit, the irrigation modifications are underway, there's approximately five weeks for sidewalk chase, and the estimated completion is five weeks.

**Landscape Updates:** Ms. Rutman provided a landscaping update to the Board. She noted that standard season wrapping of the trees and trimming of limbs, along with the annual bed conversions have taken place. She is meeting with ET Irrigation for 2024 turf conversion sites, seeding for 2023 turf conversions will take place the second week of October. Ms. Rutman also provided updates on seeding of the hill. Soil samples have been sent in and newly planted trees are being watered weekly. She recommends winter watering and will provide a proposal for this. Trees under warranty will be replaced in the Spring.

**Resident Survey:** Ms. Terrell provided an update. New Bridge Strategy cost would be \$5,000, and CLA's would be \$7,000. CLA will send proposed questions to Directors Crandall, Dell'Orfano and Pell for review. Following discussion, upon a motion duly made by Director Crandall, seconded by Director Yosten and, upon vote, unanimously carried, the Board approved going with New Bridge Strategy for the Resident Survey in the amount of \$5,000.

**Glasgow Tree and Irrigation:** Directory Yosten provided an update. Parcels along Glasgow are the owners' responsibility to maintain but the Authority has been maintaining. He inquired about replacing the six trees that were removed by the Authority. The Board determined to continue to maintain and replace as necessary.

**YTD August Water Usage Report:** Director Yosten provided a report. The Authority has used only 11 million of the 31 million gallons of water allotment. Water savings is due to 202 and 2023

## RECORD OF PROCEEDINGS

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turf conversions as well as irrigation management and a wet Spring.

**Pool Signage and Rewards:** This was discussed earlier in the meeting during the YMCA update.

**Snow Removal Proposal for 2023-2024 Season from Brightview Landscape Services, Inc.:** Ms. Terrell reviewed the proposal with the Board and noted that costs are going up between 16 and 21 percent. Following review and discussion, upon a motion duly made by Director Pell, seconded by Director Yosten and, upon vote, unanimously carried, the Board approved the snow removal proposal for the 2023-2024 season with Brightview Landscape Services, Inc.

**Potential of City of Aurora Allowing Snow Removal on Its Streets Within the Community:** Brightview Landscape Services, Inc. has previously stated that they did not want to provide this service. Ms. Terrell will inquire what their current status on this would be.

The Board noted that the snow removal on streets needs to be added to the Resident Survey.

**Proposal for Cul-De-Sac Pavement Repair:** Mr. Carlson reviewed the proposals with the Board. He noted that he would need to reach out to the City of Aurora regarding permits and site improvement plan requirements and if they would allow replacing concrete with asphalt.

Following review and discussion, upon a motion duly made by Director Dell'Orfano, seconded by Director Pell and, upon vote, unanimously carried, the Board approved the asphalt pavement option for the cul-de-sac pavement repair.

### OTHER MATTERS

**Authority – Quorum for Next Board Meeting on November 14, 2023, at 6:00 p.m.:** The Board confirmed an anticipated quorum.

### EXECUTIVE SESSION

**Executive session of the Board of Directors for the purpose of receiving legal advice pursuant to Section 24-6-402(4)(b), Colorado Revised Statutes, as it relates to collection of unpaid fees, and pool and clubhouse management, pursuant to § 24-6-402(4)(e), Colorado Revised Statutes:** Pursuant to Section 24-6-402(4)(b), C.R.S., upon a motion duly made by Director Yosten, seconded by Director Pell and, upon vote, unanimously carried, the Board convened in Executive Session at 8:08 p.m. for the purpose of

## RECORD OF PROCEEDINGS

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receiving legal advice related to collection of unpaid fees, and pool and clubhouse management.

The Board reconvened in public session at 8:53 p.m.

### ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Yosten, seconded by Director Pell and, upon vote, unanimously carried, the Board adjourned the meeting at 8:54 p.m.

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

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Secretary for the Meeting – Tallyn’s Reach Authority

**THIRTEENTH ADDENDUM  
TO  
INDEPENDENT CONTRACTOR AGREEMENT  
(Tree Trimming)**

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This **THIRTEENTH ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**Thirteenth Addendum**”) is entered into on the 29th day of September, 2023, by and between **TALLYN’S REACH AUTHORITY**, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and **BRIGHTVIEW LANDSCAPE SERVICES, INC**, a Colorado corporation the (“**Contractor**”), collectively referred to herein as the “Parties.”

**RECITALS:**

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Landscape Management)*, dated December 10, 2022, and that *First Addendum to Independent Contractor Agreement (2023 Annual Flowers)*, dated March 21, 2023, and that *Second Addendum to Independent Contractor Agreement (Mulch Top Dressing)*, dated March 21, 2023, and that *Third Addendum to Independent Contractor Agreement (2023 Perennial Flowers)*, dated March 21, 2023, and that *Fifth Addendum to Independent Contractor Agreement (2023 Plant Heath Care)*, dated March 26, 2023, and that *Sixth Addendum to Independent Contractor Agreement (Tree Replacements)*, dated March 26, 2023, and that *Seventh Addendum to Independent Contractor Agreement (Turf to Native Conversion)*, dated May 30, 2023, (collectively the “**Agreement**”) and that *Eighth Addendum to Independent Contractor Agreement (Top Dress E Frost Dr and Native to Cobble Arapahoe Rd)*, dated May 30, 2023, and that *Ninth Addendum to Independent Contractor Agreement (Crusher Fines Path Repair)*, dated June 12, 2023, and that *Tenth Addendum to Independent Contractor Agreement (Glasgow Bed Renovations)*, dated July 18, 2023, and that *Eleventh Addendum to Independent Contractor Agreement (Fill Tree Gator Bags)*, dated July 18, 2023, and that *Twelfth Addendum to Independent Contractor Agreement (Flagstone Removal)*, dated August 14, 2023 (collectively the “**Agreement**”); and

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

WHEREAS, the Parties wish to expand the scope of services to address tree trimming (the “**Additional Services**”); and

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

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

**TERMS AND CONDITIONS:**

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

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

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

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

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

*Remainder of page intentionally left blank. Signature page follows.*

**AUTHORITY:**

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

\_\_\_\_\_  
Officer of the Authority

**ATTEST:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

**WHITE BEAR ANKELE TANAKA & WALDRON**  
Attorneys at Law

\_\_\_\_\_  
General Counsel to the Authority

**CONTRACTOR:**

**BRIGHTVIEW LANDSCAPE SERVICES, INC.**, a Colorado corporation

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

*Signature Page to Thirteenth Addendum to Independent Contractor Agreement with  
Brightview Landscape Services, Inc., dated September 29, 2023*

# EXHIBIT A



September 28, 2023  
Page 1 of 2

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

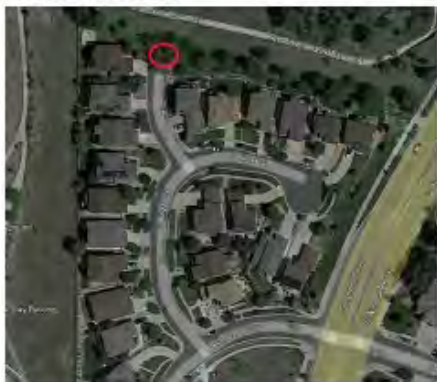
Property Name	Tallyn's Reach Authority	Contact	Celeste Terrell
Property Address	24900 E Park Crescent Dr. Aurora, CO 80018	To	Tallyns Reach Authority
		Billing Address	370 Interlocken Blvd Ste 500 Broomfield, CO 80021
Project Name	Cottonwood Pruning on S. Biloxi Ct.		
Project Description	Cottonwood Pruning on S. Biloxi Ct. (See attached map for location)		

### Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Remove Cottonwood with large broken limb leaning on tree
1.00	LUMP SUM	Prune remaining (5) cottonwood to deadwood, raise to 10f and remove broken and diseased limbs

### Images

Cottonwood pruning



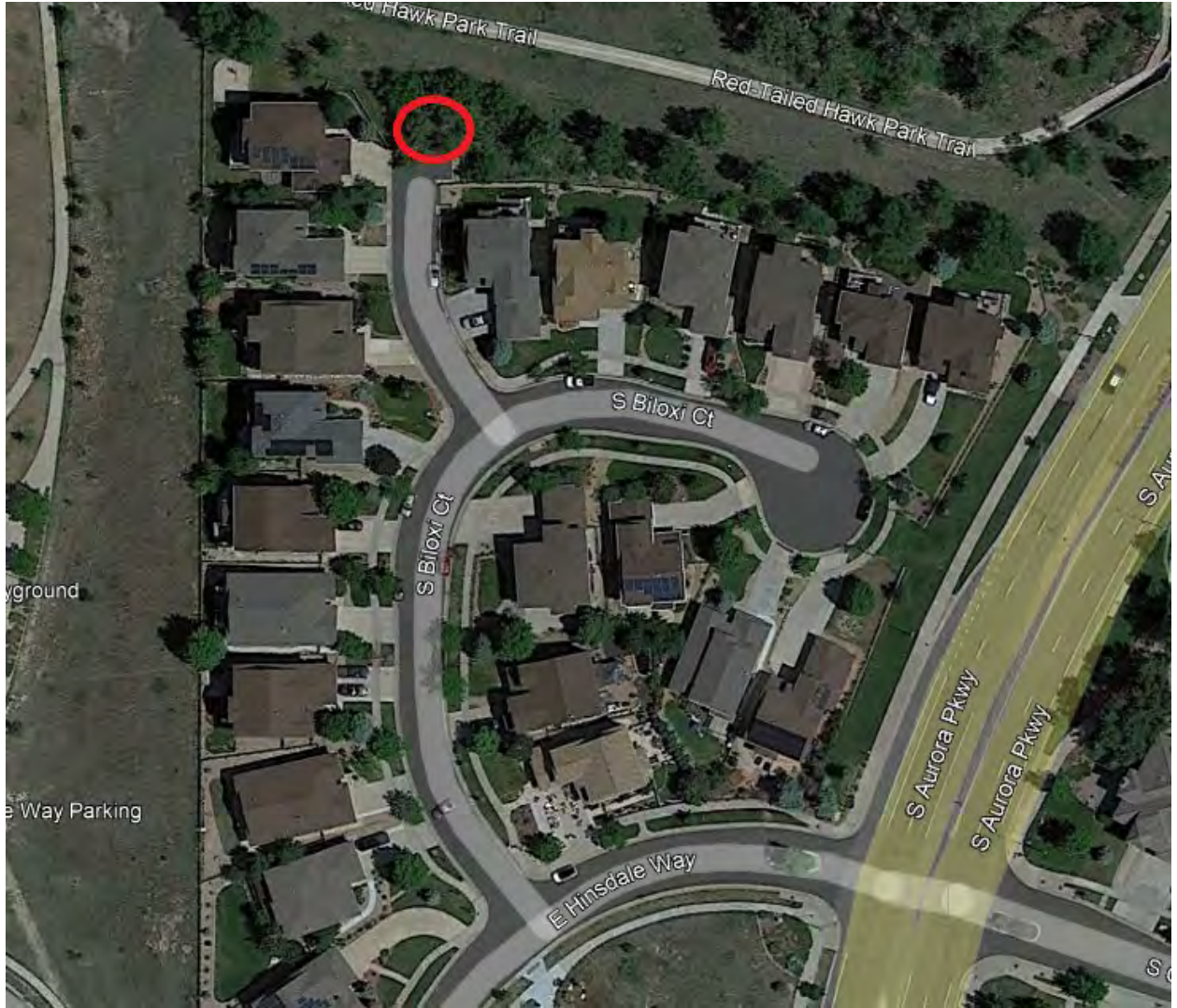
For Internal use only

SO# 8242082  
JOB# 400300615  
Service Line 130

**Total Price \$4,333.34**

**THIS IS NOT AN INVOICE**

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





**FOURTEENTH ADDENDUM  
TO  
INDEPENDENT CONTRACTOR AGREEMENT  
(String Trim Native)**

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This **FOURTEENTH ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**Fourteenth Addendum**”) is entered into on the 29th day of September, 2023, by and between **TALLYN’S REACH AUTHORITY**, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and **BRIGHTVIEW LANDSCAPE SERVICES, INC**, a Colorado corporation the (“**Contractor**”), collectively referred to herein as the “Parties.”

**RECITALS:**

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Landscape Management)*, dated December 10, 2022, and that *First Addendum to Independent Contractor Agreement (2023 Annual Flowers)*, dated March 21, 2023, and that *Second Addendum to Independent Contractor Agreement (Mulch Top Dressing)*, dated March 21, 2023, and that *Third Addendum to Independent Contractor Agreement (2023 Perennial Flowers)*, dated March 21, 2023, and that *Fifth Addendum to Independent Contractor Agreement (2023 Plant Heath Care)*, dated March 26, 2023, and that *Sixth Addendum to Independent Contractor Agreement (Tree Replacements)*, dated March 26, 2023, and that *Seventh Addendum to Independent Contractor Agreement (Turf to Native Conversion)*, dated May 30, 2023, (collectively the “**Agreement**”) and that *Eighth Addendum to Independent Contractor Agreement (Top Dress E Frost Dr and Native to Cobble Arapahoe Rd)*, dated May 30, 2023, and that *Ninth Addendum to Independent Contractor Agreement (Crusher Fines Path Repair)*, dated June 12, 2023, and that *Tenth Addendum to Independent Contractor Agreement (Glasgow Bed Renovations)*, dated July 18, 2023, and that *Eleventh Addendum to Independent Contractor Agreement (Fill Tree Gator Bags)*, dated July 18, 2023, and that *Twelfth Addendum to Independent Contractor Agreement (Flagstone Removal)*, dated August 14, 2023, and that *Thirteenth Addendum to Independent Contractor Agreement (Tree Trimming)*, dated September 29, 2023 (collectively the “**Agreement**”); and

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

WHEREAS, the Parties wish to expand the scope of services to address string trimming (the “**Additional Services**”); and

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

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

**TERMS AND CONDITIONS:**

1. SCOPE OF ADDITIONAL SERVICES. The Contractor shall be responsible for the Additional Services in compliance with the services and costs described in **Exhibit A**, attached hereto and incorporated herein.
2. INVOICING. The Contractor shall submit invoices for the Additional Services in their monthly billing to the Authority pursuant to the invoicing provisions of the Agreement.
3. AGREEMENT. Except as expressly modified by this Fourteenth Addendum, all terms and provisions of the Agreement shall remain in full force and effect.
4. COUNTERPART EXECUTION. This Fourteenth Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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

*Remainder of page intentionally left blank. Signature page follows.*

**AUTHORITY:**

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

\_\_\_\_\_  
Officer of the Authority

**ATTEST:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

**WHITE BEAR ANKELE TANAKA & WALDRON**  
Attorneys at Law

\_\_\_\_\_  
General Counsel to the Authority

**CONTRACTOR:**

**BRIGHTVIEW LANDSCAPE SERVICES, INC.**, a Colorado corporation

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

*Signature Page to Fourteenth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc., dated September 29, 2023*

## EXHIBIT A



September 27, 2023  
Page 1 of 2

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

Property Name	Tallyn's Reach Authority	Contact	Celeste Terrell
Property Address	24900 E Park Crescent Dr. Aurora, CO 80016	To	Tallyn's Reach Authority
		Billing Address	370 Interlocken Blvd Ste 500 Broomfield, CO 80021
Project Name	String Trim Native on Hill above wall and along entire section that will be overseeded		
Project Description	String Trim Native on Hill above wall and along entire section that will be overseeded		

#### Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Drive Time Labor
1.00	LUMP SUM	String Trim Native on Hill above wall and along entire section that will be overseeded (areas where we are able to use a mower, we will)

#### Images

Fieldstone Native string trim in preparation for seeding



For Internal use only

SO# 8241675  
JOB# 400300815  
Service Line 130

**Total Price** \$2,260.80

**THIS IS NOT AN INVOICE**

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



**FIFTEENTH ADDENDUM  
TO  
INDEPENDENT CONTRACTOR AGREEMENT  
(Native Seeding)**

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This **FIFTEENTH ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**Fifteenth Addendum**”) is entered into on the 5th day of October, 2023, by and between **TALLYN’S REACH AUTHORITY**, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and **BRIGHTVIEW LANDSCAPE SERVICES, INC**, a Colorado corporation the (“**Contractor**”), collectively referred to herein as the “Parties.”

**RECITALS:**

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Landscape Management)*, dated December 10, 2022, and that *First Addendum to Independent Contractor Agreement (2023 Annual Flowers)*, dated March 21, 2023, and that *Second Addendum to Independent Contractor Agreement (Mulch Top Dressing)*, dated March 21, 2023, and that *Third Addendum to Independent Contractor Agreement (2023 Perennial Flowers)*, dated March 21, 2023, and that *Fifth Addendum to Independent Contractor Agreement (2023 Plant Heath Care)*, dated March 26, 2023, and that *Sixth Addendum to Independent Contractor Agreement (Tree Replacements)*, dated March 26, 2023, and that *Seventh Addendum to Independent Contractor Agreement (Turf to Native Conversion)*, dated May 30, 2023, (collectively the “**Agreement**”) and that *Eighth Addendum to Independent Contractor Agreement (Top Dress E Frost Dr and Native to Cobble Arapahoe Rd)*, dated May 30, 2023, and that *Ninth Addendum to Independent Contractor Agreement (Crusher Fines Path Repair)*, dated June 12, 2023, and that *Tenth Addendum to Independent Contractor Agreement (Glasgow Bed Renovations)*, dated July 18, 2023, and that *Eleventh Addendum to Independent Contractor Agreement (Fill Tree Gator Bags)*, dated July 18, 2023, and that *Twelfth Addendum to Independent Contractor Agreement (Flagstone Removal)*, dated August 14, 2023, and that *Thirteenth Addendum to Independent Contractor Agreement (Tree Trimming)*, dated September 29, 2023, and that *Fourteenth Addendum to Independent Contractor Agreement (String Trim Native)*, dated September 29, 2023 (collectively the “**Agreement**”); and

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

WHEREAS, the Parties wish to expand the scope of services to address native seeding the hillside at Aurora Parkway (the “**Additional Services**”); and

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

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

**TERMS AND CONDITIONS:**

1. SCOPE OF ADDITIONAL SERVICES. The Contractor shall be responsible for the Additional Services in compliance with the services and costs described in **Exhibit A**, attached hereto and incorporated herein.
2. INVOICING. The Contractor shall submit invoices for the Additional Services in their monthly billing to the Authority pursuant to the invoicing provisions of the Agreement.
3. AGREEMENT. Except as expressly modified by this Fifteenth Addendum, all terms and provisions of the Agreement shall remain in full force and effect.
4. COUNTERPART EXECUTION. This Fifteenth Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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

*Remainder of page intentionally left blank. Signature page follows.*

**AUTHORITY:**

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

\_\_\_\_\_  
Officer of the Authority

**ATTEST:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

**WHITE BEAR ANKELE TANAKA & WALDRON**  
Attorneys at Law

\_\_\_\_\_  
General Counsel to the Authority

**CONTRACTOR:**

**BRIGHTVIEW LANDSCAPE SERVICES, INC.**, a Colorado corporation

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

*Signature Page to Fifteenth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc., dated October 5, 2023*





Common Name	Scientific Name	score	PLS Pounds needed for
Indian Ricegrass	<i>Achnatherum hymenoides</i>	5	7.46%
Big Bluestem	<i>Andropogon gerardii</i>	3	4.48%
Sand Bluestem	<i>Andropogon hallii</i>	3.5	5.22%
Side Oats Gramma	<i>Bouteloua curtipendula</i>	2.5	3.73%
Blue Gramma	<i>Bouteloua gracilis</i>	3.5	5.22%
Prairie Sandreed	<i>Calamovilfa longifolia</i>	4.5	6.72%
Bottlebrush Squirreltail	<i>Elymus elymoides</i>	6	8.96%
Streambank			
Wheatgrass	<i>Elymus lanceolatus</i>	1	1.49%
Thickspike Wheatgrass	<i>Elymus macrourus</i>	4.5	6.72%
Slender Wheatgrass	<i>Elymus trachycaulus</i>	1.5	2.24%
Sand Lovegrass	<i>Eragrostis trichodes</i>	3	4.48%
Green Needlegrass	<i>Nassella viridula</i>	2	2.99%
Switchgrass	<i>Panicum virgatum</i>	1.5	2.24%
Western Wheatgrass	<i>Pascopyrum smithii</i>	3	4.48%
Sandberg Bluegrass	<i>Poa secunda</i>	3	4.48%
Little Bluestem	<i>Schizachyrium scoparium</i>	5	7.46%
Yellow Indiangrass	<i>Sorghastrum nutans</i>	3.5	5.22%
Sand Dropseed	<i>Sporobolus cryptandrus</i>	6	8.96%
Needle-and-Thread	<i>Stipa comata</i>	5	7.46%
		67	100.00%

20 PLS pounds



**SIXTEENTH ADDENDUM  
TO  
INDEPENDENT CONTRACTOR AGREEMENT  
(Tree Wrapping)**

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This **SIXTEENTH ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**Sixteenth Addendum**”) is entered into on the 6th day of October, 2023, by and between **TALLYN’S REACH AUTHORITY**, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and **BRIGHTVIEW LANDSCAPE SERVICES, INC**, a Colorado corporation the (“**Contractor**”), collectively referred to herein as the “Parties.”

**RECITALS:**

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Landscape Management)*, dated December 10, 2022, and that *First Addendum to Independent Contractor Agreement (2023 Annual Flowers)*, dated March 21, 2023, and that *Second Addendum to Independent Contractor Agreement (Mulch Top Dressing)*, dated March 21, 2023, and that *Third Addendum to Independent Contractor Agreement (2023 Perennial Flowers)*, dated March 21, 2023, and that *Fifth Addendum to Independent Contractor Agreement (2023 Plant Heath Care)*, dated March 26, 2023, and that *Sixth Addendum to Independent Contractor Agreement (Tree Replacements)*, dated March 26, 2023, and that *Seventh Addendum to Independent Contractor Agreement (Turf to Native Conversion)*, dated May 30, 2023, (collectively the “**Agreement**”) and that *Eighth Addendum to Independent Contractor Agreement (Top Dress E Frost Dr and Native to Cobble Arapahoe Rd)*, dated May 30, 2023, and that *Ninth Addendum to Independent Contractor Agreement (Crusher Fines Path Repair)*, dated June 12, 2023, and that *Tenth Addendum to Independent Contractor Agreement (Glasgow Bed Renovations)*, dated July 18, 2023, and that *Eleventh Addendum to Independent Contractor Agreement (Fill Tree Gator Bags)*, dated July 18, 2023, and that *Twelfth Addendum to Independent Contractor Agreement (Flagstone Removal)*, dated August 14, 2023, and that *Thirteenth Addendum to Independent Contractor Agreement (Tree Trimming)*, dated September 29, 2023, and that *Fourteenth Addendum to Independent Contractor Agreement (String Trim Native)*, dated September 29, 2023, and that *Fifteenth Addendum to Independent Contractor Agreement (Native Seeding)*, dated October 5, 2023 (collectively the “**Agreement**”); and

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

WHEREAS, the Parties wish to expand the scope of services to address tree wrapping (the “**Additional Services**”); and

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

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

**TERMS AND CONDITIONS:**

1. SCOPE OF ADDITIONAL SERVICES. The Contractor shall be responsible for the Additional Services in compliance with the services and costs described in **Exhibit A**, attached hereto and incorporated herein.
2. INVOICING. The Contractor shall submit invoices for the Additional Services in their monthly billing to the Authority pursuant to the invoicing provisions of the Agreement.
3. AGREEMENT. Except as expressly modified by this Sixteenth Addendum, all terms and provisions of the Agreement shall remain in full force and effect.
4. COUNTERPART EXECUTION. This Sixteenth Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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

*Remainder of page intentionally left blank. Signature page follows.*

**AUTHORITY:**

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

\_\_\_\_\_  
Officer of the Authority

**ATTEST:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

**WHITE BEAR ANKELE TANAKA & WALDRON**  
Attorneys at Law

\_\_\_\_\_  
General Counsel to the Authority

**CONTRACTOR:**

**BRIGHTVIEW LANDSCAPE SERVICES, INC.**, a Colorado corporation

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

*Signature Page to Sixteenth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc., dated October 6, 2023*

## EXHIBIT A



October 06, 2023  
Page 1 of 2

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

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

Project Name	Tree wrap all new deciduous trees planted in 2023
Project Description	Tree wrap all new deciduous trees planted in 2023

### Scope of Work

QTY	UoM/Size	Material/Description
105.00	EACH	Tree wrap all new deciduous trees planted in 2023

For Internal use only

SO#	8249768
JOB#	400300615
Service Line	130

**Total Price** \$3,646.00

**SEVENTEENTH ADDENDUM  
TO  
INDEPENDENT CONTRACTOR AGREEMENT  
(Straw Blanket Installation)**

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This **SEVENTEENTH ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**Seventeenth Addendum**”) is entered into on the 18th day of October, 2023, by and between **TALLYN’S REACH AUTHORITY**, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and **BRIGHTVIEW LANDSCAPE SERVICES, INC**, a Colorado corporation the (“**Contractor**”), collectively referred to herein as the “Parties.”

**RECITALS:**

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Landscape Management)*, dated December 10, 2022, and that *First Addendum to Independent Contractor Agreement (2023 Annual Flowers)*, dated March 21, 2023, and that *Second Addendum to Independent Contractor Agreement (Mulch Top Dressing)*, dated March 21, 2023, and that *Third Addendum to Independent Contractor Agreement (2023 Perennial Flowers)*, dated March 21, 2023, and that *Fifth Addendum to Independent Contractor Agreement (2023 Plant Heath Care)*, dated March 26, 2023, and that *Sixth Addendum to Independent Contractor Agreement (Tree Replacements)*, dated March 26, 2023, and that *Seventh Addendum to Independent Contractor Agreement (Turf to Native Conversion)*, dated May 30, 2023, (collectively the “**Agreement**”) and that *Eighth Addendum to Independent Contractor Agreement (Top Dress E Frost Dr and Native to Cobble Arapahoe Rd)*, dated May 30, 2023, and that *Ninth Addendum to Independent Contractor Agreement (Crusher Fines Path Repair)*, dated June 12, 2023, and that *Tenth Addendum to Independent Contractor Agreement (Glasgow Bed Renovations)*, dated July 18, 2023, and that *Eleventh Addendum to Independent Contractor Agreement (Fill Tree Gator Bags)*, dated July 18, 2023, and that *Twelfth Addendum to Independent Contractor Agreement (Flagstone Removal)*, dated August 14, 2023, and that *Thirteenth Addendum to Independent Contractor Agreement (Tree Trimming)*, dated September 29, 2023, and that *Fourteenth Addendum to Independent Contractor Agreement (String Trim Native)*, dated September 29, 2023, and that *Fifteenth Addendum to Independent Contractor Agreement (Native Seeding)*, dated October 5, 2023, and that *Sixteenth Addendum to Independent Contractor Agreement (Tree Wrapping)*, dated October 6, 2023 (collectively the “**Agreement**”); and

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

WHEREAS, the Parties wish to expand the scope of services to address installing a straw blanket on newly seeded area (the “**Additional Services**”); and

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



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

**TERMS AND CONDITIONS:**

1. SCOPE OF ADDITIONAL SERVICES. The Contractor shall be responsible for the Additional Services in compliance with the services and costs described in **Exhibit A**, attached hereto and incorporated herein.
2. INVOICING. The Contractor shall submit invoices for the Additional Services in their monthly billing to the Authority pursuant to the invoicing provisions of the Agreement.
3. AGREEMENT. Except as expressly modified by this Seventeenth Addendum, all terms and provisions of the Agreement shall remain in full force and effect.
4. COUNTERPART EXECUTION. This Seventeenth Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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

*Remainder of page intentionally left blank. Signature page follows.*

**AUTHORITY:**

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

\_\_\_\_\_  
Officer of the Authority

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

**WHITE BEAR ANKELE TANAKA & WALDRON**  
Attorneys at Law

\_\_\_\_\_  
General Counsel to the Authority

**CONTRACTOR:**

**BRIGHTVIEW LANDSCAPE SERVICES, INC.**, a Colorado corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

*Signature Page to Seventeenth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc., dated October 18, 2023*

## EXHIBIT A



October 12, 2023  
Page 1 of 2

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

Property Name	Tallyn's Reach Authority	Contact	Celeste Terrell
Property Address	24900 E Park Crescent Dr. Aurora, CO 80018	To	Tallyn's Reach Authority
		Billing Address	370 Interlocken Blvd Ste 500 Broomfield, CO 80021

**Project Name**      Straw Blanket in newly seeded area between Fremont Dr. and Fultondale ct.

**Project Description**      Straw Blanket in newly seeded area between Fremont Dr. and Fultondale ct. (see attached map)

#### Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Drive Time Labor
1.00	LUMP SUM	Freight/Delivery
9.00	ROLL	Biodegradable Straw Erosion Blanket (8'x113')
1.00	EACH	Stakes for Erosion Blanket (material only, labor is calculated in blanket instal cost)

**Images**

blanket



*For Internal use only*

**SO#**                    8254878  
**JOB#**                 400300615  
**Service Line**        130

**Total Price**            \$3,200.32

**TALLYN’S REACH AUTHORITY  
ANNUAL ADMINISTRATIVE RESOLUTION  
(2024)**

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

WHEREAS, the Board of Directors (the “**Board**”) of the Authority has a duty to perform certain obligations in order to assure the efficient operation of the Authority and hereby directs its consultants to take the following actions.

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

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

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

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

4. The Board directs the Authority’s Manager, if the Authority has authorized but unissued general obligation debt as of the end of the fiscal year, to cause to be submitted to the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the Authority the Authority’s audit report or a copy of its application for exemption from audit in accordance with § 29-1-606(7), C.R.S.

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

6. The Board directs the Authority's accountant to monitor all expenditures and, if necessary, to notify the Authority's legal counsel, Manager, and the Board when expenditures are expected to exceed appropriated amounts. The Board directs the Authority's legal counsel to prepare all budget amendment resolutions. The Board directs the Authority's Manager the Authority's Manager to schedule a public hearing on a proposed budget amendment and post or publish notices thereof. The Board directs the Authority's accountant to file the amended budget with the Division on or before the date of making such expenditure or contracting for such expenditure, all in accordance with §§ 29-1-101, *et seq.*, C.R.S.

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

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

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

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

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

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

12. The Board hereby appoints the District's Manager as the official custodian for the maintenance, care, and keeping of all public records of the Authority, in accordance with §§ 24-72-202, *et seq.*, C.R.S. The Board hereby directs its legal counsel, accountant, manager, and all

other consultants to adhere to the Colorado Special District Records Retention Schedule as adopted by the Authority.

13. The Board directs the Authority's Manager to post notice of all regular and special meetings in accordance with § 24-6-402(2)(c), C.R.S. The Board hereby designates [www.TallynsReachMetroDistrict.com](http://www.TallynsReachMetroDistrict.com) as the Authority's website for the posting of its regular and special meeting notices. The Board also hereby designates, unless otherwise designated by the Board, 6601 S. Wheatlands Parkway as the location the Authority will post notices of meetings in the event of exigent or emergency circumstances which prevent the Authority from posting notice of the meeting on the Authority's website. The Board directs the Authority's Manager to provide the website address set forth above to the Department of Local Affairs for inclusion in the inventory maintained pursuant to § 24-32-116, C.R.S.

14. The Board determines to hold regular meetings on the [first Wednesday of March, August and November], at [time] by telephone, electronic, or other means not requiring physical presence. All notices of meetings shall designate whether such meeting will be held by electronic means, at a physical location, or both, and shall designate how members of the public may attend such meeting, including the conference number or link by which members of the public can attend the meeting electronically, if applicable.

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

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

17. The Board directs the Authority's Manager to obtain proposals and/or renewals for insurance, as applicable, to insure the Authority against all or any part of the Authority's liability, in accordance with §§ 24-10-115, *et seq.*, C.R.S. The Board directs the Authority's Manager to review and update the Authority's property schedule as needed, and no less than annually. The Board directs the Authority's accountant to pay the annual SDA membership dues, agency fees, and insurance premiums, as applicable, in a timely manner. The Board appoints the District's Manager to designate the proxy for the SDA Annual meeting for voting and quorum purposes.

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

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

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

21. In the event the Authority has not engaged an accountant or a manager, the Board hereby directs legal counsel to undertake all actions designated in this Resolution to the Authority accountant or the Authority's Manager until such time as an accountant or manager, as applicable, is engaged by the Authority.

***[Remainder of Page Intentionally Left Blank, Signature Page Follows]***

ADOPTED NOVEMBER 14, 2023.

(SEAL)

**AUTHORITY:**

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

By: \_\_\_\_\_  
Officer of the Authority

Attest:

By: \_\_\_\_\_

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel to the Authority



**INDEPENDENT CONTRACTOR AGREEMENT**  
(2023 HOLIDAY DECOR)

---

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 14<sup>th</sup> day of November, 2023, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and SAVATREE, LLC, a Delaware limited liability company (the “**Contractor**”). The Authority and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

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

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

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

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

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

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

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

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

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

## TERMS AND CONDITIONS

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

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2023.

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

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

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

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

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

6. MONTHLY STATUS REPORT. The Contractor shall provide to the Authority, at the Authority's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a

description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period (“**Monthly Report**”).

7. COMPENSATION AND INVOICES.

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

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10<sup>th</sup> 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 10<sup>th</sup> of each month may be processed the following month.

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

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

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

11. CONTRACTOR'S INSURANCE.

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

b. Prior to commencing any work under this Agreement, the Contractor shall provide the Authority with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile

liability insurance in amounts satisfactory to the Authority and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the Authority to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

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

## 12. CONFIDENTIALITY AND CONFLICTS.

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

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

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

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

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

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the Authority and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**Authority Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the Authority Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the Authority Indemnitees for the negligence of the Authority or the negligence of any other Authority Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

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

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

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

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

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the Authority and by the Authority by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under



this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the Authority to ensure a timely and efficient transition of all work and work product to the Authority or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the Authority.

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

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

Authority:

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

Contractor: SavATree, LLC  
 15558 East Hinsdale Circle  
 Centennial, CO 80112  
 Attention: Todd Jaquith  
 Phone: (303) 369-1382  
 Email: [centennial@savatree.com](mailto:centennial@savatree.com)

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

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

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

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

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the Authority is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the Authority's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Authority shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

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

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

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

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

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

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the

intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

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

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

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

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

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

*[Signature pages follow].*

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

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

\_\_\_\_\_  
Officer of the Authority

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel for the Authority

*Authority’s Signature Page to Independent Contractor Agreement for 2023 Holiday Decor Services with SavATree, LLC, dated November 14, 2023*



**EXHIBIT A**

**SCOPE OF SERVICES/COMPENSATION SCHEDULE**



15558 East Hinsdale Circle  
 Centennial, CO 80112  
 (303) 369-1382 Fax: ()

For Service At:  
 Tallyn's Reach Development  
 Clifton Larson Allen  
 24900 E Park Crescent Dr  
 Aurora, CO 80016  
 Account Key: 2008925

**Prepared For:**  
 Clifton Larson Allen  
 Celeste Terrell  
 8390 E Crescent Pkwy Suite 300  
 Greenwood Village, CO 80111

**2023 Holiday Decor Renewal**

Canopy Wrap with Large LED Bulbs - Small Trees .....	\$7,105.00
Canopy Wrap the following; Large Spruce W side,8 Ponderosa Pines by Monument at Arapahoe,9 Ponderosa Pines by Monument at Smoky Hill, 3 Chokecherries E side of club house, 3 Spruce at Entry	
Roofline with Large LED Bulbs - 1st Story .....	\$5,823.00
Fascia Outline; all fascia on clubhouse, entry way, Midway Wall, sign at front entrance	
Timer(s) .....	\$0.00
Timer(s) .....	\$0.00
Timers need installed at Tallyn's Reach & Arapahoe, Tallyn's Reach & Smoky hill kadian is supposed to get completed this afternoon.paj	
Bow - 12 inch for Garland .....	\$131.00
Garland on Monument at Smokey Hill and Tayllyn's Reach	
Bow - 18 inch Red Deluxe .....	\$80.00
Center of sign at Arapahoe and Smokey Hill	
Garland - Unlit- 1st Story .....	\$327.00
Installed top of sign at Arapahoe and Smokey Hill	
Garland - Warm White LED mini Lights 1st Story .....	\$308.00
Around front door- Warm White	
Wreath - 48 inch Warm White LED with bow 1st Story .....	\$1,098.00
2 Wreaths installed on sign at Arapahoe and Smokey Hill	
<b>Total for 9 services:</b>	<b>\$14,872.00</b>
Tax	\$0.00
<b>Total</b>	<b>\$14,872.00</b>

**Prepared By:**  
 Todd Jaquith

**Authorization:**  
 I authorize the work described above and agree to the terms and conditions on back.

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_

Tallyn's Reach Development  
 Clifton Larson Allen  
 24900 E Park Crescent Dr  
 Aurora, CO 80016  
 Account Key: 2008925

**EXHIBIT B**

CONTRACTOR'S COMPLETED W-9



## 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

**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,

SavATree, LLC.

is an entity formed or registered under the law of Delaware, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20171762482.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/07/2023 that have been posted, and by documents delivered to this office electronically through 11/09/2023 @ 13:44:06.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/09/2023 @ 13:44:06 in accordance with applicable law. This certificate is assigned Confirmation Number 15475741.



Secretary of State of the State of Colorado

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

## 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	Tallyns Reach Authority 370 Interlocken Blvd Ste 500 Broomfield, CO 80021
Project Name	Emerald Ash Borer Soil Injection		
Project Description	Emerald Ash Borer Soil Injection		

### Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Emerald Ash Borer Soil Injection for all Ash Trees (March

For internal use only

**SO#** 8192488  
**JOB#** 400300615  
**Service Line** 130

**Total Price** \$8,166.67

**THIS IS NOT AN INVOICE**

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

## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, 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 not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **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.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer 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 Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer 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 Customer 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.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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

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

16. **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 Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark 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 irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

### Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor 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 Customer. 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 15 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

		<b>Property Manager</b>
Signature	Title	
<b>Celeste Terrell</b>	<b>August 04, 2023</b>	
Printed Name	Date	

BrightView Landscape Services, Inc. "Contractor"

		<b>Account Manager</b>
Signature	Title	
<b>Sara Rutman</b>	<b>August 04, 2023</b>	
Printed Name	Date	

<b>Job #:</b>	<b>400300615</b>		
<b>SO #:</b>	<b>8192488</b>	<b>Proposed Price:</b>	<b>\$8,166.67</b>

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

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

Project Name      2024 perennial bed/shrub bed renovation (budget)

Project Description    2024 perennial bed/shrub bed renovation (budget) (see attached map for locations)

### Scope of Work

This is for budgetary purposes.

Irrigation adjustments are not included with this price and will be done at time and material rates and billed along with this invoice.

QTY	UoM/Size	Material/Description	Total
<b>Misc.</b>			<b>\$5,865.20</b>
1.00	LUMP SUM	Drive Time Labor	
1.00	LUMP SUM	Freight/Delivery	
1.00	LUMP SUM	Dump Rate	
<b>Clubhouse Entrance at fountain (1)</b>			<b>\$9,561.86</b>
1.00	LUMP SUM	removal of lambs ear and plant material that will be changed out	
100.00	EACH	Perennials - 1 gal. Shrub/Perennial Installed	
30.00	EACH	Shrub 5 gal. Shrub/Perennial Installed	
15.00	EACH	Specialty Shrub 5 gal. Shrub/Perennial Installed	
10.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed	
1.00	LUMP SUM	Faux boulder to cover electrical outlet	
<b>Island across from clubhouse (2)</b>			<b>\$13,146.74</b>
1.00	LUMP SUM	Removal of all plant material. Evergreen trees will remain.	
80.00	LINEAR FEET	Green Pro - Edging Installed	
2.00	CUBIC YARD	Fill Dirt - Amendment Installed (to build berm for dry waterfall)	
150.00	SQUARE FEET	Filter Fabric - Fabric and Netting Installed	
3.00	TON	1-1/2" River Rock - TON Rock/Gravel Installed	
1.00	TON	Cobblestone 2-4 - TON Rock/Gravel Installed	
1.00	TON	Cobblestone 4-8 - TON Rock/Gravel Installed	
1.00	TON	Cobblestone 5-12 - TON Rock/Gravel Installed	
4.00	TON	Granite Boulders - TON Boulders Installed 9 (approximately 3 ton for the large dry water fall, 1 ton for the second small fall)	

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

20.00	EACH	Shrub 5 gal. Shrub/Perennial Installed	
15.00	EACH	Specialty Shrub 5 gal. Shrub/Perennial Installed	
7.00	EACH	Specialty Evergreen 3 gal. Shrub/Perennial Installed	
30.00	EACH	Perennials - 1 gal. Shrub/Perennial Installed	
8.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed	
<b>Island end cap at Frost (3)</b>			<b>\$2,892.64</b>
1.00	TON	Granite Boulders - TON Boulders Installed	
61.00	EACH	Perennials - 1 gal. Shrub/Perennial Installed	
2.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed	
<b>Bed at bottom of stairs west side of park (4)</b>			<b>\$8,380.90</b>
14.00	EACH	Shrub 5 gal. Shrub/Perennial Installed	
10.00	EACH	Specialty Shrub 5 gal. Shrub/Perennial Installed	
6.00	EACH	Specialty Evergreen 3 gal. Shrub/Perennial Installed	
2.00	TON	Granite Boulders - TON Boulders Installed	
30.00	EACH	Perennials - 1 gal. Shrub/Perennial Installed	
1.00	SQUARE FEET	Filter Fabric - Fabric and Netting Installed	
10.00	TON	1-1/2" River Rock - TON Rock/Gravel Installed	
2.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed	
<b>corner bed at park (5)</b>			<b>\$28,120.83</b>
1.00	LUMP SUM	Removal of all plant material including 3 crabapple trees. Evergreen trees will remain.	
240.00	LINEAR FEET	Green Pro - Edging Installed	
5.00	CUBIC YARD	Fill Dirt - Amendment Installed (to build berm for dry waterfall)	
600.00	SQUARE FEET	Filter Fabric - Fabric and Netting Installed	
10.00	TON	1-1/2" River Rock - TON Rock/Gravel Installed	
5.00	TON	Cobblestone 2-4 - TON Rock/Gravel Installed	
5.00	TON	Cobblestone 4-8 - TON Rock/Gravel Installed	
5.00	TON	Cobblestone 5-12 - TON Rock/Gravel Installed	
10.00	TON	Granite Boulders - TON Boulders Installed 9 (approximately 5 ton for the large dry water fall, 2 ton for the second small fall, and 3 ton to fill in bed with smaller boulders)	
20.00	EACH	Shrub 5 gal. Shrub/Perennial Installed	
15.00	EACH	Specialty Shrub 5 gal. Shrub/Perennial Installed	
9.00	EACH	Specialty Evergreen 3 gal. Shrub/Perennial Installed	
50.00	EACH	Perennials - 1 gal. Shrub/Perennial Installed	
20.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed	
<b>Glasgow Cir/Glasgow Dr. (6)</b>			<b>\$7,216.02</b>

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

1.00	LUMP SUM	Remove plant material that will be filled in with new. Some shrubs will remain.	
15.00	EACH	Shrub 5 gal. Shrub/Perennial Installed	
15.00	EACH	Specialty Shrub 5 gal. Shrub/Perennial Installed	
3.00	EACH	Specialty Evergreen 3 gal. Shrub/Perennial Installed	
45.00	EACH	Perennials - 1 gal. Shrub/Perennial Installed	
1.00	TON	Granite Boulders - TON Boulders Installed	
5.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed	
<b>Monument at Irish and Aurora Parkway (7)</b>			<b>\$1,207.82</b>
1.00	LUMP SUM	Removal of all plant material and debris	
100.00	SQUARE FEET	Filter Fabric - Fabric and Netting Installed	
3.00	TON	Cobblestone 2-4 - TON Rock/Gravel Installed	
<b>Bed at TRP and Arapahoe South side (8)</b>			<b>\$3,243.04</b>
1.00	LUMP SUM	Removal cobble in preparation for plant material install	
1.00	TON	Granite Boulders - TON Boulders Installed	
61.00	EACH	Perennials - 1 gal. Shrub/Perennial Installed	
2.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed	
<b>Glasgow Dr. and Geddes Cir (9)</b>			<b>\$3,271.81</b>
1.00	LUMP SUM	Remove plant material that will be filled in with new. Some shrubs will remain.	
11.00	EACH	Shrub 5 gal. Shrub/Perennial Installed	
7.00	EACH	Specialty Shrub 5 gal. Shrub/Perennial Installed	
24.00	EACH	Perennials - 1 gal. Shrub/Perennial Installed	
3.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed	
<b>Glasgow Dr. and Geddes Cir. (10)</b>			<b>\$7,107.95</b>
1.00	LUMP SUM	Remove plant material that will be filled in with new. Some shrubs will remain.	
37.00	EACH	Shrub 5 gal. Shrub/Perennial Installed	
15.00	EACH	Specialty Shrub 5 gal. Shrub/Perennial Installed	
30.00	EACH	Perennials - 1 gal. Shrub/Perennial Installed	
7.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed	
<b>Fill in beds at Either corner of Park Crescent (11)</b>			<b>\$3,405.23</b>
30.00	EACH	Perennials - 1 gal. Shrub/Perennial Installed	
10.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed	
<b>Fill in beds at Indore and Glasgow (12)</b>			<b>\$19,433.13</b>
30.00	EACH	Perennials - 1 gal. Shrub/Perennial Installed	
37.00	EACH	Shrub 5 gal. Shrub/Perennial Installed	
20.00	EACH	Specialty Shrub 5 gal. Shrub/Perennial Installed	
20.00	EACH	Specialty Shrub 5 gal. Shrub/Perennial Installed	

**THIS IS NOT AN INVOICE**

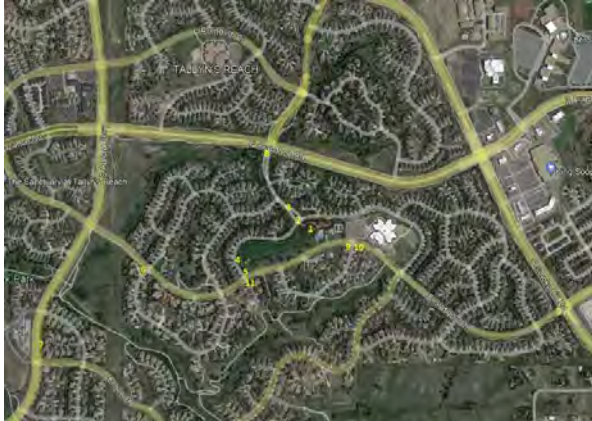
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## Proposal for Extra Work at Tallyn's Reach Authority

10.00	EACH	Specialty Evergreen 3 gal. Shrub/Perennial Installed
39.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed

**Images**

**2024 tra enhancement map**



For internal use only

**SO#** 8264486  
**JOB#** 400300615  
**Service Line** 130

**Total Price** \$112,853.17

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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 requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
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6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
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13. **Assignment:** The Customer 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 Customer 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.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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

16. **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 Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark 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 irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

### Acceptance of this Contract

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**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**

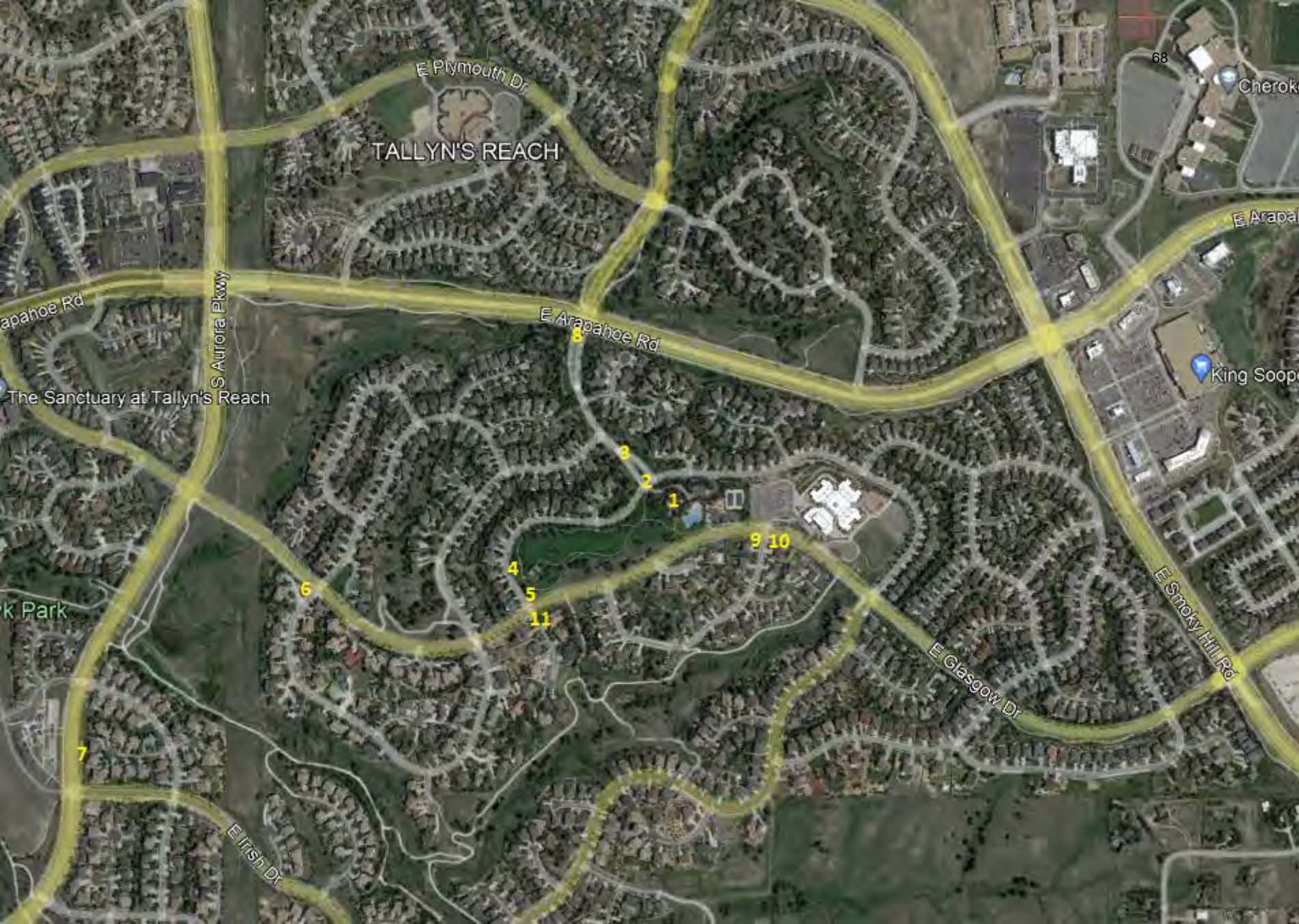
Customer

		<b>Property Manager</b>
Signature	Title	
<b>Celeste Terrell</b>	<b>October 24, 2023</b>	
Printed Name	Date	

BrightView Landscape Services, Inc. "Contractor"

		<b>Account Manager</b>
Signature	Title	
<b>Sara Rutman</b>	<b>October 24, 2023</b>	
Printed Name	Date	

<b>Job #:</b>	<b>400300615</b>		
<b>SO #:</b>	<b>8264486</b>	<b>Proposed Price:</b>	<b>\$112,853.17</b>



TALLYN'S REACH

E Plymouth Dr

Arapahoe Rd

S Aurora Pkwy

E Arapahoe Rd

The Sanctuary at Tallyn's Reach

E Arapahoe Rd

King Soopers

k Park

E Smoky Hill Rd

E Glasgow Dr

E Irish Dr

68

Cherokee

7

6

4

5

11

8

2

1

9 10

## 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	Tallyns Reach Authority 370 Interlocken Blvd Ste 500 Broomfield, CO 80021
Project Name	2024 Annual Flowers		
Project Description	2024 Annual Flowers		

### Scope of Work

QTY	UoM/Size	Material/Description
<b>Annual Flower Beds (See attached map for included beds)</b>		
2.00	CUBIC YARD	BioComp Compost - Amendment Installed
500.00	SQUARE FEET	Prep/Till/Grade Labor
23.00	EACH	PETUNIA purple wave 10-4 pack flat Seasonal (Annual) Color Installed
14.00	EACH	SALVIA Evolution Violet 10-4 pack flat Seasonal (Annual) Color Installed
14.00	EACH	Cosmos Sonata Red Shades 10-4 pack flat Seasonal (Annual) Color Installed
14.00	EACH	Snapdragon Snaptastic Yellow 10-4 pack flat Seasonal (Annual) Color Installed
14.00	EACH	Zinnia Zahara Double White 10-4 pack flat Seasonal (Annual) Color Installed
1.00	LUMP SUM	Bi-Weekly Maintenance

**THIS IS NOT AN INVOICE**

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

# Proposal for Extra Work at Tallyn's Reach Authority

## Images

annual bed location map 2024



For internal use only

**SO#** 8264517  
**JOB#** 400300615  
**Service Line** 130

**Total Price** \$19,075.22

**THIS IS NOT AN INVOICE**

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

## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, 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 not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **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.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer 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 Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer 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 Customer 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.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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

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

16. **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 Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark 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 irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

### Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor 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 Customer. 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 15 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

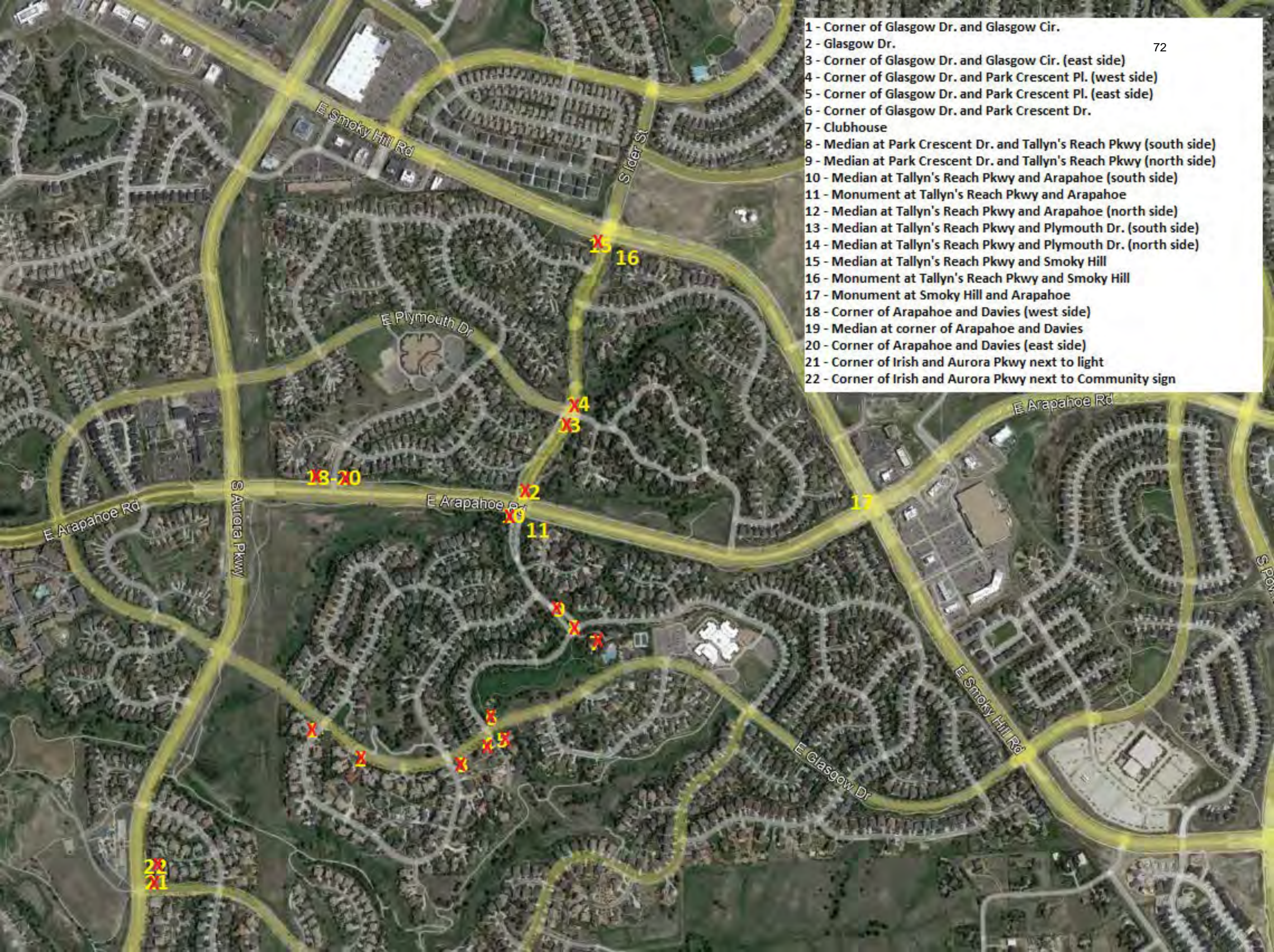
<b>Property Manager</b>	
Signature	Title
<b>Celeste Terrell</b>	<b>October 24, 2023</b>
Printed Name	Date

BrightView Landscape Services, Inc. "Contractor"

<b>Account Manager</b>	
Signature	Title
<b>Sara Rutman</b>	<b>October 24, 2023</b>
Printed Name	Date

**Job #:** 400300615

**SO #:** 8264517      **Proposed Price:** \$19,075.22



- 1 - Corner of Glasgow Dr. and Glasgow Cir.
- 2 - Glasgow Dr.
- 3 - Corner of Glasgow Dr. and Glasgow Cir. (east side)
- 4 - Corner of Glasgow Dr. and Park Crescent Pl. (west side)
- 5 - Corner of Glasgow Dr. and Park Crescent Pl. (east side)
- 6 - Corner of Glasgow Dr. and Park Crescent Dr.
- 7 - Clubhouse
- 8 - Median at Park Crescent Dr. and Tallyn's Reach Pkwy (south side)
- 9 - Median at Park Crescent Dr. and Tallyn's Reach Pkwy (north side)
- 10 - Median at Tallyn's Reach Pkwy and Arapahoe (south side)
- 11 - Monument at Tallyn's Reach Pkwy and Arapahoe
- 12 - Median at Tallyn's Reach Pkwy and Arapahoe (north side)
- 13 - Median at Tallyn's Reach Pkwy and Plymouth Dr. (south side)
- 14 - Median at Tallyn's Reach Pkwy and Plymouth Dr. (north side)
- 15 - Median at Tallyn's Reach Pkwy and Smoky Hill
- 16 - Monument at Tallyn's Reach Pkwy and Smoky Hill
- 17 - Monument at Smoky Hill and Arapahoe
- 18 - Corner of Arapahoe and Davies (west side)
- 19 - Median at corner of Arapahoe and Davies
- 20 - Corner of Arapahoe and Davies (east side)
- 21 - Corner of Irish and Aurora Pkwy next to light
- 22 - Corner of Irish and Aurora Pkwy next to Community sign



**CONTRACTOR AGREEMENT**  
(Cul-De-Sac Construction)

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This **CONTRACTOR AGREEMENT**, including any and all exhibits attached hereto (the “Agreement”) is made this 5th day of October, 2023, by and between **Tallyn’s Reach Authority**, a contractual authority and political subdivision of the State of Colorado (“Owner”), and **Chavez Services LLC** a Colorado limited liability company (“Contractor”). The Owner and Contractor are referred to herein individually as a “Party” or collectively as the “Parties.”

**RECITALS**

A. The Owner was 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.

B. Pursuant to § 32-1-1001(1)(d)(I), C.R.S., the Owner is empowered to enter into contracts and agreements affecting the affairs of the Owner.

C. Pursuant to § 32-1-1001(1)(i), C.R.S., the Owner is empowered to appoint, hire, and retain agents, employees, engineers, and attorneys.

D. Contractor, an independent contractor, has received and examined the plans, specifications, deliverables, and terms of the contract for the Work (as defined below), understands the nature of the Owner’s property where the Work is to be performed, including any adjacent property necessary to provide access to the Work site and any necessary on-site storage areas (the “Property”), and understands the terms and conditions of the Contract Documents (collectively the “Project”).

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

F. The Parties desire to enter into this Agreement, which represents the entire and integrated Agreement between the Parties and is intended to supersede all prior negotiations, representations, and agreements between the Parties.

**TERMS AND CONDITIONS**

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

1. Scope of Work/Notice to Proceed.

a. In General. Contractor agrees to provide those goods and services necessary to complete the work as described in the Scope of Work set forth in attached **Exhibit A** and this Agreement (the “Work”) to be constructed in strict accordance with this Agreement,

including any and all Plans and Specifications as set forth in **Exhibit B**, and the General Conditions attached as **Exhibit C**, which are incorporated herein by this reference (collectively, the “Contract Documents”). In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in any Exhibit, the terms in the body of this Agreement shall govern. The Work also includes those tasks, materials, equipment, and services that are required to comply with applicable law, or necessary to obtain inspections and approvals, or reasonably implied or customarily furnished by a contractor performing work as described in the Contract Documents. Contractor shall direct its best efforts to complete the Work in accordance with the highest industry standards and shall comply with all material and reasonable requirements imposed by the Owner. Contractor shall provide, at Contractor’s sole cost and expense, all labor, services, administrative support, equipment, and materials (which, unless otherwise specified, shall be new), which are necessary to ensure that the Work is adequately completed under, or reasonably inferable from, the Contract Documents. Contractor shall complete the Work in such a manner as to minimize any annoyance, interference or disruption to the residents, tenants, occupants, and invitees of Owner.

Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Owner in any manner whatsoever, except to the extent specifically provided in this Agreement.

b. Notice to Proceed. Contractor shall commence the Work upon execution of this Agreement by both Parties (which execution shall be deemed a Notice to Proceed for such Work).

2. Job Reports. Contractor shall provide the Owner, on a monthly basis (or more frequently upon the request of the Owner), on or before the end of each month, in a form satisfactory to the Owner, a narrative progress and status report describing Work in progress and results achieved during the reporting period, including a description of the Work performed during the invoice period and the Work anticipated to be performed during the ensuing invoice period.

3. Hazardous Materials. Contractor hereby covenants and agrees that no person engaged, hired, or contracted by Contractor to provide services or to perform any portion of the Work under this Agreement will use, dispose of, store, or be in possession of hazardous materials anywhere on the Property at any time, except with Owner’s prior knowledge and consent, and in strict compliance with applicable law. In the event Contractor encounters hazardous materials, it will immediately cease work in the area of the hazardous material and immediately report the presence of hazardous materials to the Owner.

4. Repairs. The Contractor shall notify the Owner immediately of any and all damage caused by the Contractor to Owner’s property, and that of third persons. The Contractor will promptly repair or, at the Owner’s option, reimburse the Owner for the repair of any damage to property caused by the Contractor or its employees, agents, subcontractors, or equipment.

5. Performance, Payment, and Warranty Bonds. The Contractor shall, before commencing the Work, furnish to the Owner a performance and payment bond and warranty bond, in such form and written by such bonding company as shall be designated or approved in

writing by the Owner, in the full amount of the Contract Price, including provisions for any adjustment of the Contract Price in accordance with the terms of this Agreement, assuring the full, complete, and timely performance of the Work by the Contractor, its agents, employees, servants, and representatives, and warranting the workmanship and all materials used in the construction, installation, and completion of the Work to be of good quality and constructed in a workmanlike manner in accordance with the standards, specifications, and requirements of the Contract Documents. Such performance bond shall expressly guarantee: (i) faithful performance of this Agreement and completion of the Work in complete compliance with the Contract Documents; (ii) repair and replacement, if required, or payment of the costs of all defective equipment, materials, or services related to the Work or as provided under any guarantee, condition, or other Contract Document for the full warranty and guarantee period; and (iii) payment to all persons performing labor and furnishing materials, supplies, tools, and equipment in connection with the Project. Contractor shall obtain such bonds on Owner's behalf separate and apart from any similar bond or surety or warranty agreement entered into independently between Owner and any manufacturer or supplier.

#### 6. Performance Standards.

a. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Work and that the Work 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 Work does not meet this standard, the Contractor shall, at the Owner's request, re-perform the Work not meeting this standard without additional compensation.

b. The services of the Contractor shall be undertaken and completed to assure their expeditious completion in light of the purposes of this Agreement. If performance of the Work 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 timely notice, within three (3) business days of becoming aware of such expected change, to the Engineer of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

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

d. All Work shall be performed in compliance with all applicable state, local and federal laws, statutes, codes, ordinances, executive orders, and rules and regulations in effect when the Work is complete.

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 Owner, including, but not limited to, the Owner.

f. Acceptance by the Owner of the Work or any documents performed or prepared by the Contractor by the Owner shall not relieve the Contractor of any responsibility for deficiencies, omissions, or errors in said Work or documents.

g. The Owner shall provide the Contractor with all known information regarding site conditions which affect the Work, and the Contractor shall be able to rely upon such information. The Owner shall provide the Contractor with reasonable access to any work sites necessary for completion of the Work, as the Owner is authorized to do so under applicable law. The provisions of the Construction Defect Action Reform Act shall not apply to defects discovered before final completion.

7. Contract Price. Contractor’s compensation for the Work shall be \$84,146.10 (the “Contract Price”). The Contract Price shall be a (check one):

- Fixed Price
- Unit Price
- Guaranteed Maximum Price
- Other: \_\_\_\_\_

The Contract Price shall be paid pursuant to the payment terms set forth below. Prior to commencing the Work, Contractor shall, if applicable, submit a proposed schedule of values to be used in processing pay applications. Owner shall have the right to terminate this Agreement without liability if the Parties cannot agree upon the schedule of values. The Contractor shall not be entitled to any additional compensation or reimbursement except as set forth in this Agreement.

8. Applications for Payment.

a. Progress Payments. Once per month on or before the 25th day of each month, Contractor shall invoice Owner for completed Work which has not been previously invoiced. Invoices shall be supported by such additional documentation as reasonably required by Owner. The invoiced amount shall be based on the quantity of the work completed (if this Agreement is a unit price contract) or the percentage of the work completed (if this Agreement is a fixed fee/lump sum contract) during the period of time covered by the invoice, less retention. With each payment application, Contractor shall execute and submit Contractor’s form conditional lien waiver for itself, and obtain and submit the same from all of its vendors, subcontractors, suppliers, and materialmen, waiving lien rights for Work performed through the period covered by the application. Each new payment application shall be accompanied by unconditional lien waivers signed by Contractor and all vendors, subcontractors, suppliers, and materialmen applicable for payments previously issued by Owner. Payment will not be made for materials or equipment stored on the Property but not yet incorporated into the Work without the prior authorization of Owner and proof satisfactory to Owner that the materials and equipment are insured for loss. Payment shall not alter Contractor’s responsibility for loss or damage which occurs prior to final acceptance by Owner of the completed Work.

b. Approval/Disapproval of Application for Payment. Owner shall promptly review each complete payment application to determine Contractor's entitlement to payment. The approved portion of the invoiced amount shall be paid to Contractor within thirty (30) days of approval of the payment application by Owner. If disapproved, Owner shall return the application to Contractor with a written explanation of the disapproval, and Contractor shall make the necessary corrections and resubmit to Owner, such resubmitted application shall be processed in conformance with this Section 8(b). Payments by Owner, including final payment, shall not constitute approval or final acceptance of the Work or any item of cost. Owner shall have the right at any time to pay Contractor by issuance of joint checks made payable to Contractor and Contractor's vendors, subcontractors, suppliers, and materialmen.

c. Retention. If Contractor is satisfactorily performing this Agreement, progress payments shall be in an amount equal to ninety-five percent (95%) of the calculated value of any Work completed, less the aggregate of payments previously made, until all the Work required by this Agreement has been performed. If, in the opinion of Owner, satisfactory progress is not being made on the Work, or if a claim is filed under §38-26-107, C.R.S., Owner may retain such additional amounts as may be deemed reasonably necessary by Owner to assure completion of the Work or to pay such claims and any engineer's and attorney's fees reasonably incurred or to be incurred by Owner in defending or handling such claims. The withheld percentage of the Agreement Price shall be retained until this Agreement is completed satisfactorily and the Work is finally accepted by Owner in accordance with the provisions of this Agreement. Progress payments shall not constitute final acceptance of the Work. The Owner shall make a final settlement in accordance with § 38-26-107, C.R.S., within sixty (60) days after this Agreement is completed satisfactorily and finally accepted by the Owner.

d. Withholding of Payment. Owner may withhold payments for any of the following reasons: (a) omitted Work, or defective Work that has not been remedied; (b) mechanic's liens filed, or reasonable evidence indicating that liens will be filed, by Contractor or its suppliers or Contractors, in which case Owner may withhold one hundred fifty percent (150%) of the lien claim; (c) Contractor's failure to properly make payments to others; (d) Owner's reasonable doubt that the Work can be completed for the balance of the unpaid Contract Price; (e) the Work is behind schedule or there are reasonable indications that the Work will not be completed on schedule; (f) any damage to the work of a subcontractor caused by or attributable to Contractor; (g) any dispute between Contractor and any subcontractor or contractor employed by Owner or Contractor on the Project, and (h) Contractor's failure to submit adequate proof of the insurance coverage required by this Agreement. Whenever the grounds for withholding have been removed, Owner shall pay the amount withheld within fifteen (15) days, less any expenses incurred or damages sustained by Owner. Although not required to do so, Owner may directly pay any of Contractor's laborers, subcontractors, or materialmen. Such payments shall be deemed payment to Contractor and shall be credited against the Contract Price, and any amount by which such payments exceed the Contract Price then due shall be immediately reimbursed by Contractor. The rights to withhold payment shall be in addition to all other rights and remedies of Owner.

e. Conditions to Final Payment. Upon completion of the Work and written notice to Owner, Owner shall inspect the Work and may reject any portion not in conformity

with the Contract Documents. Defective materials, equipment, or work shall be remedied immediately by Contractor before final payment. Owner shall have the right to determine the acceptability of Contractor's performance and conformance with the Contract Documents, which determination shall be conclusive and binding upon Contractor. Final acceptance by Owner is subject to the provisions of this Agreement and in no manner affects or releases any warranty or guarantee with Contractor or manufacturers of equipment. The Work shall not be considered for "Final Acceptance" until all the following have occurred:

i. Owner has inspected the Work with Contractor, as set forth in Section 20(b) herein, and any and all "punch list" items have been completed.

ii. Owner has received from Contractor: (1) a complete list of all subcontractors and suppliers including address, telephone numbers, and contact persons, along with all lien waivers required under this Agreement; (2) all operation and maintenance manuals; (3) any and all written guarantees from manufacturers, suppliers, or subcontractors; and (4) all as-built records and plans.

iii. There are no known undischarged obligations, liens, attachments, or claims in connection with the Work, and Owner has received lien waivers, releases, and such other evidence of full payment to all vendors, subcontractors, suppliers, and materialmen.

iv. Owner has obtained all necessary written consents from any and all sureties providing bonds under this Agreement.

f. Final Application for Payment. Upon Owner's Final Acceptance of the Work as specified in this Agreement, the Contractor shall submit to Owner its "Final Application for Payment." The Final Application for Payment shall not be processed for payment by Owner unless it is accompanied by original lien releases executed by Contractor and all vendors, subcontractors, suppliers, and materialmen, equal to the total amount claimed by Contractor to be due under this Agreement. Contractor shall also submit an affidavit that all payrolls, bills for materials and equipment, and other indebtedness have been paid or otherwise satisfied in full and indemnifying Owner against such liability.

g. Payment. Upon publication of notice of final settlement pursuant to § 38-26-107, C.R.S. and approval of the Final Application for Payment, Owner shall pay Contractor within thirty (30) days the approved portion of the Final Application for Payment, less one hundred fifty percent (150%) of any disputed amounts. Contractor's acceptance of final payment shall constitute its waiver of any and all claims arising out of or any way related to this Agreement. The making of final payment to Contractor shall not constitute a waiver of any claims by Owner.

h. Appropriations Statement. In compliance with § 24-91-103.6, C.R.S., the following statements are included in this Agreement:

i. The Owner has budgeted and appropriated an amount of money equal to or in excess of the Contract Price for the Work to be performed under this Agreement.

ii. The Owner is prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed by the Contractor, if such directive causes the aggregate compensation amount under the Agreement to exceed the amount appropriated for the original Agreement, unless the Contractor is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Contract. "Remedy-granting provision" means any contract clause which permits additional compensation in the event that a specific contingency or event occurs. Such term shall include, but is not limited to, change clauses, differing site conditions clauses, variations in quantities clauses, and termination for convenience clauses.

9. Completion Date / Contract Time. Time is of the essence in completing the Work. Contractor shall perform its Work to meet the Owner's schedule for completion. If Owner determines the Contractor is not complying with the schedule, Contractor shall provide, at Contractor's cost, any additional worker hours, labor, equipment, and material necessary to comply with the project schedule. If the Owner determines the Contractor is not complying with the Schedule, the Owner may require a recovery schedule, to be supplied within seven (7) workdays of the notice.

10. Contractor Is Independent Contractor. The Parties acknowledge and agree that, in performing the Work, Contractor, its employees and agents are independent contractors and are not acting as, nor are to be deemed or considered to be, agents, employees, joint venturers, or partners of Owner. 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 Owner, and shall be responsible for supervising its own agents, employees, or subcontractors. The Owner is concerned only with the results to be obtained. The Owner 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, the safety of its employees, the public, and the work site in general, and shall comply with all applicable provisions of local, state, and federal laws, regulations, and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970 ("OSHA"). Contractor is solely responsible for the payment to its employees of all wages and other compensation, and for withholding of appropriate taxes and any and all benefits, and for strict compliance with all laws, rules, ordinances, and regulations concerning employer/employee relationships and the Work, including, without limitation, worker's compensation insurance laws.

11. Contractor's Representations and Warranties. Contractor represents and warrants to Owner that Contractor is skilled, properly licensed, and qualified for the Project, and experienced in all aspects of providing or contracting for the performance of the Work. Contractor shall supply an adequate number of employees who have been trained and qualified, and who are competent to perform the Work, and shall provide qualified on-site supervision at all times when Work is being performed.

12. Quality of Materials and Services. No substitutions of material from those specified in the Contract Documents shall be permitted unless approved in writing by Owner. Owner reserves the right to inspect the Work at any time, and Contractor hereby agrees to comply with all reasonable requests by Owner to prove Contractor's compliance with the requirements of the Contract Documents, and to correct Work not conforming to the requirements of the Contract Documents, at Contractor's sole cost and expense.

13. Changes in the Work. Owner shall have the right to modify the Work, order extra services of Contractor, delete portions of the Work, or make changes in the Work or the Plans and Specifications, and Contractor shall be bound to perform the Work as modified by Owner's directions. Contractor's compensation shall be adjusted by equitable additions or deductions to account for increases or decreases in the Work, as modified. Compensation shall be limited to out-of-pocket costs and shall not include the time incurred by salaried employees. Owner shall submit a written change order request for each such change which, when issued and signed by Owner and Contractor, shall constitute an amendment to this Agreement ("Change Order"). Contractor shall not perform any increase in the cost or scope of the Work without Owner's prior written authorization. No change, alteration, or deviation shall be made, and no claim for additional compensation shall be valid unless supported by an executed, written Change Order.

14. Prevention of Liens. Contractor shall pay when due all claims asserted by, and debts in favor of, persons or entities who furnish labor, material, services, fixtures, or equipment applied to or utilized in the performance of the Work. Contractor shall prevent the recordation of any claim of lien upon the Project, the withholding of notices issued to Owner, and the garnishment or attachment of funds held by Contractor or others by promptly satisfying all claims and debts in connection with the Work which are or may be asserted against the Project, Owner, or Contractor. In addition, Contractor shall use all possible means to cause (a) the release of all claims for payment and (b) the dismissal of all suits against the Project, Owner, or Contractor, which have arisen as a result of the performance of the Work or other activities or obligations of Contractor under this Agreement. Contractor shall deliver to Owner acceptable proof of such release or dismissal within five (5) days after Owner's written demand. If Contractor fails to obtain release or dismissal within five (5) days after demand, then, in addition to other remedies, Owner shall have the right (but not the obligation) to use reasonable means to cause said claim or lien to be paid, rescinded, discharged, compromised, dismissed, or removed including, without limitation, posting of a bond to cause the removal of such lien. Upon Owner's demand, Contractor shall promptly reimburse all costs incurred by Owner in paying or discharging such lien and/or claim including, without limitation, attorneys' fees and bond premiums, which payment shall not be reimbursable to Contractor or increase the Contract Price.



## 15. Insurance.

a. Contractor and its subcontractors shall obtain and maintain, at their sole cost and expense, during the entire term of this Agreement, Colorado statutory workers' compensation insurance coverage, comprehensive commercial general liability insurance coverage, and commercial automobile liability insurance coverage in the minimum amounts set forth in **Exhibit D**, attached hereto and incorporated herein by this reference. Contractor shall supply Owner with complying certificates of insurance and copies of insurance policies prior to commencing any Work. Contractor and its subcontractors shall maintain the required insurance coverage throughout the term of this Agreement. A waiver of subrogation and rights of recovery against the Owner, its directors, officers, employees and agents is required for each coverage provided. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Owner and its respective managers, members, officers, directors, partners, and employees as additional insureds. All coverage provided pursuant to this Paragraph shall be written as primary policies, not contributing with and not supplemental to any coverage that the Owner may carry, and any insurance maintained by the Owner shall be considered excess. The Commercial General Liability policy shall include completed operations coverage. The Owner shall have the right to verify or confirm, at any time, all coverage, information, or representations contained herein. Verification of coverage includes a Certificate of Insurance and, if requested by the Owner, the policy itself.

b. Any such policy of insurance obtained to comply with this section shall provide that Owner shall receive thirty (30) days' written notice prior to the cancellation of any such policy. Contractor shall also provide the Owner with thirty (30) days' written notice prior to the material modification of such policy. Contractor's failure to purchase and maintain the required insurance shall not serve to release it from any obligations contained herein; nor shall the purchase or maintaining of the required insurance serve to limit Contractor's liability under any provision herein. Contractor shall be responsible for the payment of any deductibles on issued policies.

c. The Contractor shall report in writing to the Owner all accidents whatsoever arising out of or in connection with the Work hereunder which result in injuries or property damage, giving full details and statements of witnesses. In addition, if any claim is made by a third person against the Contractor on account of any accident resulting or alleged to have resulted out of the performance of the Work, the Contractor shall immediately notify the Owner in writing.

## 16. Indemnification.

a. All Work done on the Property, or in preparing, storing, or delivering materials, tools, equipment, or any other type of personal property, or in providing services for the Project, or any or all of them, to or for the Project, shall be at the sole risk of Contractor. Contractor shall, to the fullest extent permitted by law, defend all claims through legal counsel acceptable to Owner, and indemnify and hold harmless Owner and its directors, officers, contractors, employees, agents, representatives, consultants, and all of their respective successors and assigns, (collectively, the "Indemnitees") from and against any fines, penalties, losses,

liabilities, damages, injuries, claims, demands, lawsuits, actions, expenses (including actual attorneys' fees), and costs (collectively, "Claims"), whether incurred or made by any Indemnitees or any third person, arising from or related to performance of any or all Work which is covered by or incidental to this Agreement, including without limitation: (A) any defect in workmanship or materials included in the Work or other Work performed by or on behalf of Contractor, or Contractor's employees, agents, subcontractors, suppliers, and any other persons present on the Property under Contractor's supervision or control (collectively, "Contractor's Representatives" or individually a "Contractor Representative") or any surveys, specifications, or designs completed by or at the request of Contractor or any of Contractor's Representatives and utilized in the Work; (B) any death or bodily injury to persons or damage to property involving Contractor or any of Contractor's Representatives on the Property or relating to the Project; and (C) any (i) use or misuse by Contractor or any of Contractor's Representatives of the Property, the improvements thereon, or any part thereof; (ii) negligent act or failure to act, or any act which constitutes willful misconduct, by Contractor or any of Contractor's Representatives; or (iii) violation or alleged violation by Contractor or any of Contractor's Representatives of any law, ordinance, code, or regulation now or hereinafter enacted. Contractor shall not be responsible to indemnify Owner or any Indemnitee for the portion, if any, of any Claim found by a court of competent jurisdiction to have been caused solely by the negligence or willful misconduct of such Indemnitee. As applicable, the indemnification provisions of this Agreement are to be interpreted as compliant with the full scope of indemnification of Contractor allowed by § 13-21-111.5, C.R.S., and to the extent necessary shall be deemed modified by the parties as needed to comply.

b. Such indemnity is intended to apply during the period of this Agreement and its performance, and shall survive the expiration or termination of this Agreement until such later time as action on account of any matter covered by such indemnity is barred by any applicable statute of limitations, or such date as any claim or action for which indemnification may be claimed is fully and finally resolved and, if applicable, any compromise thereof or judgment or award thereon is paid in full by Contractor, and Owner or the applicable Indemnitee is reimbursed by Contractor for any amounts paid in compromise thereof or upon a judgment or award thereon and in defense of such action or claim, including actual attorneys' fees.

c. Contractor hereby agrees to indemnify, defend, and hold the Project, Owner, and Owner's Indemnitees harmless from and against any and all liens and charges of every type, nature, kind, or description, for which Contractor has received payment, which may at any time be filed or claimed against the Project, or any portion thereof, or the improvements situated thereon as a consequence, direct or indirect, of any act or omission of Contractor or its agents, servants, employees, suppliers, subcontractors, and all costs, including attorneys' fees, incurred as a result of the claim of any such lien.

17. Compliance with Laws and Contractor's Safety Regulations. Contractor shall, at its own expense, protect its employees and all other persons on or about the Property from risk of death, injury, or bodily harm arising out of or in any way related to the Work or the acts or omissions of Contractor and all of Contractor's Representatives. Contractor shall fully comply with all laws, ordinances, orders, codes, citations, rules, regulations, and standards concerning occupational health and safety, accident prevention, safety equipment, and OSHA

regulations. Contractor shall conduct inspections to ensure that safe working conditions and all necessary or appropriate safety equipment exist at the Property and accepts sole responsibility for providing a safe place to work for its employees and for the employees of its subcontractors and suppliers. Contractor shall indemnify, protect, defend, and hold Owner and its Indemnitees harmless from any liabilities, losses, costs, damages, or expenses, including attorneys' fees and costs, which such parties may incur as a result of any claims, causes of action, citations, or work stoppages arising out of or in any way related to the alleged violation by Contractor or any Contractor Representative, of any such safety law, ordinance, order, code, citation, rule, regulation, or standard.

18. Default. Owner may give written notice of grounds for default to Contractor at any time if: (i) Contractor fails to perform in an adequate or specified manner or proceeds in willful violation of the Contract Documents or terms of this Agreement; (ii) performance of the Work is being delayed unnecessarily or Contractor is executing its responsibilities in bad faith or contrary to the intent of this Agreement; (iii) performance is not fully completed within the period of time specified in the Contract Documents; (iv) work to be performed by Contractor is assigned without Owner's consent; (v) Contractor is insolvent or files for bankruptcy; (vi) Contractor makes a general assignment of assets for the benefit of creditors; (vii) a receiver is appointed for Contractor; or (viii) other serious and reasonable cause exists which jeopardizes completion of the Work. If Contractor does not remedy or otherwise correct the grounds for default within three (3) business days or such longer period of time as specified by Owner in writing, Owner may terminate this Agreement and direct Contractor to discontinue any further work on the Project, and Contractor shall immediately stop all work on the Project. Owner, in its discretion, may complete the Work, or may request the surety of Contractor to complete the Work, or may contract with others to complete the Work at the expense of Contractor and its surety. Any reasonable increase in costs over the Contract Price and any special damages incurred by Owner as a consequence of such default, including reasonable attorneys' fees, shall be paid and satisfied in full by Contractor and its surety. Any monies due the Contractor based on work satisfactorily performed through the date of termination that were not otherwise expended in completing the Work shall be paid to the Contractor after all Work is completed.

19. Storm Water Compliance. Contractor shall comply with all applicable laws and regulations regarding storm water mitigation. Contractor shall implement the Best Management Practices ("BMPs") for any Work that it performs on the Project. Owner shall be entitled to recover from Contractor all fines, fees, expenses, and other penalties assessed by any governmental body because of Contractor's alleged violations of a permit or its obligations under this Agreement.

20. Contractor's Warranty. Contractor shall and does by this Agreement guarantee and warrant that all Work furnished, installed, or performed will be of good quality and new, unless otherwise required or permitted by the Agreement. The Contractor further warrants that the Work will conform to all requirements of the 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 Owner, 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 the 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 the Agreement at its sole expense to the reasonable satisfaction of the Owner. The Contractor's guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the Owner, 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 Owner shall, at the request of the Owner, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with the Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth Section 7 of this Agreement and shall not be billed separately to the Owner. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth Section 7 of this Agreement, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the Owner 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 Owner, unless otherwise agreed to by the Owner.

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

d. The Contractor shall promptly notify the Owner of any Work, whether by the Contractor, its subcontractors, or any third parties, which the Contractor believes to be defective or not conforming with the 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 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 Owner shall, at the request of the Owner, conduct a final inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with the Agreement. The Contractor's fees and costs

associated with the inspection shall be included in the compensation schedule set forth in Section 7 of this Agreement and shall not be billed separately to the Owner. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in Section 7 of this Agreement, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the Owner 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 Owner, or within such other reasonable time as agreed to by the Parties, the Owner may correct or replace the defective Work and the Contractor shall reimburse the Owner for the related costs and fees.

21. Contractor Records. 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 Owner under all circumstances, upon payment to the Contractor of the invoices representing the Work by which such materials were produced. The Contractor shall maintain electronic and reproducible copies on file of any such instruments involved in the Work, shall make them available for the Owner's use, and shall provide such copies to the Owner upon request. Upon request of Owner, Contractor shall supply Owner with a list of the names, addresses, and telephone numbers of all persons providing materials, labor, or services to the Project on behalf of Contractor.

22. Termination. Owner may terminate this Agreement at any time, with or without cause, by giving Contractor not less than fifteen (15) days' prior written notice of its election to terminate. In addition, Owner may terminate this Agreement upon seventy-two (72) hours' prior written notice: (i) for just cause upon the Contractor's failure to remedy a default pursuant to Section 18; or, (ii) in the event of a sale, condemnation or destruction of all or any portion of the Project. Termination shall not affect Contractor's right to fees earned for that portion of the Work performed through the effective date of termination, which shall be paid in the ordinary course of business. In the absence of any contrary instructions, Contractor shall place no further orders or subcontracts, terminate all orders and subcontracts to the extent they relate to terminated Work, and stop work on the date and to the extent specified in the notice. Contractor shall cooperate with Owner to transfer all of Contractor's rights and interests in any orders, subcontracts, or work, as directed by Owner. Owner may also terminate this Agreement to the extent permitted or required by § 8-17.5-101, *et seq.*, C.R.S., without liability to Owner.

23. Right of Offset and Damages. If Contractor breaches any covenant or obligation of this Agreement, in addition to other remedies: (i) Owner shall be entitled to offset and deduct any costs, expenses, or damages incurred by Owner as a result of such breach, including liquidated damages against any amounts otherwise due to Contractor hereunder; and, (ii) should Contractor fail to commence and diligently pursue the cure of its breach and the correction of all deficiencies in its performance within seventy-two (72) hours of written demand from Owner, Owner shall be entitled to complete any portion of the Work not fully completed or correct any portion of the Work not conforming to this Agreement, using its own forces or other contractors, and shall be entitled recover from Contractor, through backcharges or otherwise, the entire cost thereof, together with Contractor's reasonable overhead and profit.

24. Assignment. Contractor shall not assign or transfer this Agreement or any obligation imposed by this Agreement, including the receipt of contract sums. Contractor shall subcontract only with subcontractors approved by Owner. Contractor shall not assign, anticipate, or hypothecate Contractor's right to payment under this Agreement to any other person. Any attempted assignment shall be void and of no effect.

25. Cooperation. Owner reserves the right to enter into contracts and agreements for other work at the Project and Contractor agrees to cooperate and coordinate with all other contractors.

26. Compliance with Laws. Contractor shall at all times use due care in the performance of the Work on the Project and fulfillment of its obligations under this Agreement, and shall observe and adhere to all applicable laws, rules, regulations, and ordinances promulgated by Owner from time to time and by any regulatory bodies having jurisdiction over the Project including, without limitation, obtaining required permits, inspections, and approvals, and compliance with all requirements relating to hazardous materials.

27. Protection of Project. Contractor shall be responsible for protecting finished Work, Work in progress, materials, equipment, and supplies, whether the property of Owner, Contractor, or supplied by Contractor or Owner, from harm, loss, injury, and/or damages from any cause whatsoever, until final acceptance of the Work, or termination of this Agreement, whichever shall occur first.

28. Licenses and Permits. Contractor represents and warrants that Contractor has obtained all licenses and permits required by law to provide and complete the Work.

29. Governing Law. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the Property 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 Owner's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Owner shall continue to pay for the Work performed under this Agreement until and unless this Agreement is otherwise terminated. In the event of any litigation between the Owner and the Contractor to enforce any provision of this Agreement or any right of either party hereto, the parties agree that the court shall award costs and expenses to the prevailing party, such costs and expenses to include reasonable attorneys' fees. Otherwise, each party shall pay its own costs and fees for litigation. At the Owner's request, the Contractor will consent to being joined in litigation between the Owner 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 Work 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 Owner to furnish timely information or to approve or disapprove of Contractor's Work in a timely manner.

30. No Waiver. The waiver by either Party of a breach by the other of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision.

31. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, 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.

32. Entire Agreement. This Agreement, its exhibits and matters incorporated by reference, together with all applicable law, constitutes the entire agreement between the Parties hereto with respect to the matters covered thereby and supersedes all prior negotiations, representations, and agreements with respect to the matters covered in this Agreement. This Agreement may only be modified or amended by a document executed by all Parties hereto.

33. Notices. All notices, demands, and communications (collectively, "Notices") under this Agreement shall be delivered or sent by: (a) first class, registered, or certified mail, postage prepaid, return receipt requested; (b) nationally recognized overnight carrier, addressed to the address of the intended recipient set forth below or such other address as either party may designate by notice pursuant to this Paragraph; or (c) sent by confirmed facsimile transmission, PDF, or email. Notices shall be deemed given either one (1) business day after delivery to the overnight carrier, three (3) days after being mailed as provided in clause (a) above, or upon confirmed delivery as provided in clause (c) above.

To Owner:

**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](mailto:celeste.terrell@claconnect.com)

With 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](mailto:bdickhoner@wbapc.com)

To Contractor:

**Chavez Services LLC**  
990 S Garrison St

Lakewood, CO 80226  
Attention: Ermilo Chavez  
Phone: (720)-308-2926  
Email: Ermilo@ChavezServicesLLC.com

34. 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 Owner, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Owner and, in particular, governmental immunity afforded or available to the Owner pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

35. 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.

36. 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.

37. 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.

38. Subject To Annual Appropriation and Budget. Owner does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of Owner hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Contractor expressly understands and agrees that Owner's obligations hereunder 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 Owner, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of Owner 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 Owner funds. Owner'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.

39. TAX EXEMPT STATUS. The Owner is exempt from Colorado State sales and use taxes. Accordingly, taxes from which the Owner is exempt shall not be included in



any invoices submitted to the Owner. The Owner 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 the materials tax free. Pursuant to § 39-26-114(1)(a)(XIX)(A), C.R.S., 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.

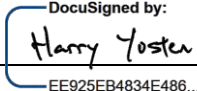
40. Counterpart Execution. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto.

***[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]***

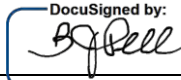
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**OWNER:**

**Tallyn's Reach Authority**, a contractual authority and political subdivision of the State of Colorado

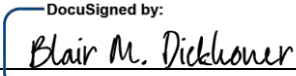
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Officer  EE925EB4834E486...

**ATTEST:**

\_\_\_\_\_  
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**APPROVED AS TO FORM:**

**WHITE BEAR ANKELE TANAKA & WALDRON**  
Attorneys at Law

\_\_\_\_\_  
 DBCHCE3D51A8402  
General Counsel to the Owner

*Owner's Signature Page to Contractor Agreement dated October 5, 2023*

**CONTRACTOR:**

**Chavez Services LLC**, a Colorado limited liability company

By: 

Name: Ermilo Chavez

Title: Owner

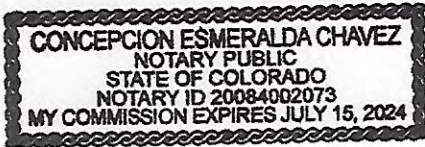
STATE OF COLORADO            )  
  ) ss.  
COUNTY OF Jefferson        )

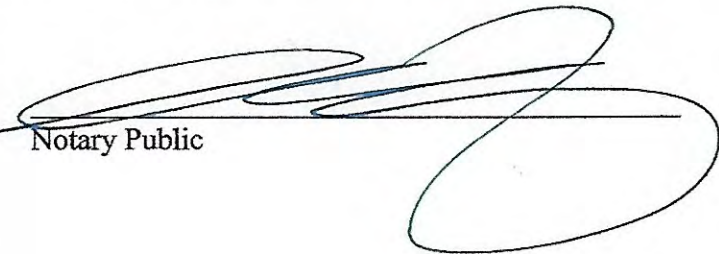
The foregoing instrument was acknowledged before me this 20th day of October 2023, by Ermilo Chavez, as the Owner of Chavez Services LLC.

WITNESS my hand and official seal.

My commission expires: 7/15/24

(S E A L)



  
Notary Public

*Contractor's Signature Page to Contractor Agreement dated October 5, 2023*

## LIST OF EXHIBITS

- Exhibit A** - Scope of Work
- Exhibit B** - Plans and Specifications
- Exhibit C** - General Conditions
- Exhibit D** - Insurance Requirements

## EXHIBIT A SCOPE OF WORK

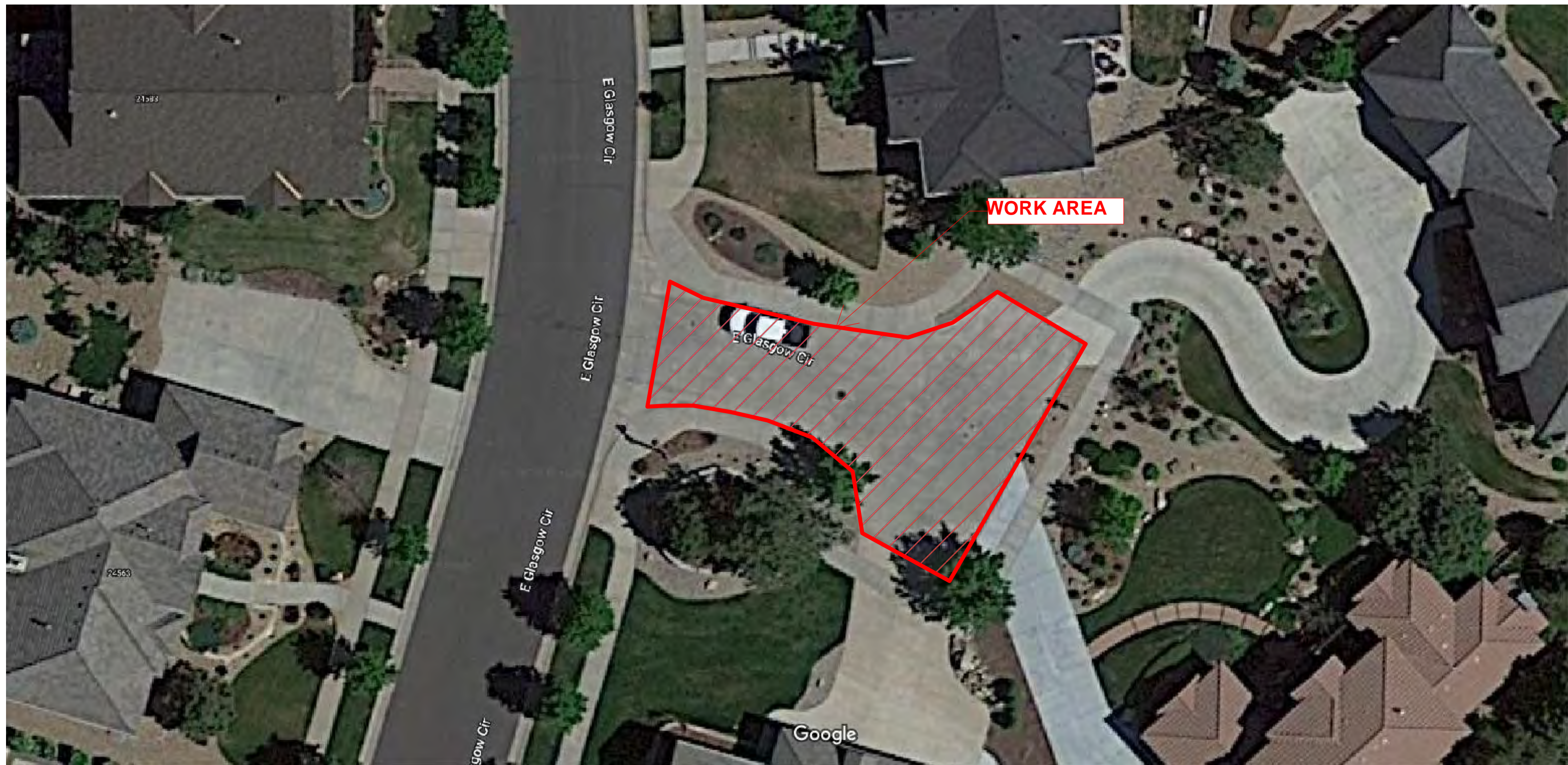


Estimate By: Ermilo Chavez  
 990 S. Garrison St  
 Lakewood, CO 80226  
 Cell No. 720-308-2926  
[ermilo@chavezservicesllc.com](mailto:ermilo@chavezservicesllc.com)

### ESTIMATE

<b>Client Name / Address</b> CliftonLarsonAllen Attn: Nicholas Carlson 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111	<b>Date:</b> 09/27/2023	<b>Estimate No.</b> CW2023206R1	
	<b>Project Location:</b> Tallyn's Reach Aurora, CO (Cul-de-sac with asphalt pavement)		
<b>Task Description</b>	<b>Qty</b>	<b>Rate</b>	<b>Total</b>
1. Concrete saw cutting.		LS	\$1,500.00
2. Pavement Demolition - includes hauling and disposal expenses. 6" maximum thickness.	3572 square ft	\$2.50	\$8,930.00
3. Sidewalk/ramp wing Demolition - includes hauling and disposal expenses. 6" maximum thickness.	205 square ft	\$2.00	\$410.00
4. Curb/Gutter Demolition - includes hauling and disposal expenses. 12" maximum thickness.	251 lf	\$18.00	\$4,518.00
5. Earthwork - remove 2" of existing soil, grading, and compaction to 95% standard proctor density. Includes soil hauling and disposal expenses.	4279 square ft	\$1.50	\$6,418.50
6. Place new concrete curb and gutter, 24" wide, CDOT 4500 psi concrete, 12" max. thickness.	251 lf	\$37.00	\$9,287.00
7. Place new asphalt pavement, using 1/2" and 3/4" hot mixed asphalt. Bottom lifts to be 3/4" mix and top lift to be 1/2" mix., 8" max. total thickness.	3572 square ft	\$10.80	\$38,577.60
8. Place new concrete sidewalk/ramp wing, CDOT 4500 psi concrete, 6" max. thickness.	205 square ft	\$11.00	\$2,255.00
9. Traffic control.		LS	\$1,500.00
10. Bonding expenses.		LS	\$3,250.00
11. Mobilization and general conditions.		LS	\$7,500.00
<b>Total Project Estimate</b>			<b>\$84,146.10</b>
<b>Estimate Notes:</b>			
1. Estimate does not include permits.			
2. All quantities are estimated. Invoicing will be based on actual quantities used or installed.			
3. Estimate does not include new base material for new concrete. If new base material is required, CDOT class 6 base material can be provided at a rate of \$65 per ton compacted to CDOT standards.			
4. Bonding expenses are included on this estimate.			
5. This estimate is valid for 30 days from estimate date.			

**EXHIBIT B**  
**PLANS AND SPECIFICATION**



**TALLYN'S REACH METRO DISTRICT  
CUL DE SAC REPAIRS**



## **EXHIBIT C GENERAL CONDITIONS**

### **1. INTENT**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one (1) shall be as binding as if required by all.

### **2. EXECUTION OF CONTRACT**

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

### **3. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Owner.

### **4. UNFORESEEN SITE CONDITIONS**

Contractor shall promptly notify Owner in writing of any latent physical conditions differing materially from those indicated or referred to in the Contract Documents which could not have been discovered upon a reasonable inspection of the site, or conditions of an unusual nature which differ materially from those ordinarily found to exist and recognized in an area such as the site. Promptly thereafter, Owner shall obtain the necessary additional investigations and tests and furnish copies to Contractor. If Owner finds that the results of such investigations or tests indicate that there are latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by Contractor, a Change Order shall be issued incorporating the necessary revisions.

### **5. SUPERVISION AND CONSTRUCTION PROCEDURES**

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

### **6. WARRANTY**

The Contractor warrants to the Owner that: (1) materials and equipment furnished under the



Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

#### 7. TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

#### 8. PERMITS AND FEES

The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the work.

#### 9. NOTICES

The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

#### 10. USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

#### 11. CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

#### 12. CLEANING UP

The Contractor shall perform daily clean up to keep the premises and surrounding area free from accumulation of debris and trash related to the Work.

#### 13. TITLE

The Contractor warrants that title to all Work covered by an application for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment, all Work for which Application for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge,

information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests

#### 14. CORRECTION OF WORK

The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work. In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one (1) year after Initial Acceptance, correct work not conforming to the requirements of the Contract Documents. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it and the Contractor shall reimburse the Owner for the cost of correction.

#### 15. TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. If the Owner requires additional testing, the contractor shall perform these tests.

## **EXHIBIT D INSURANCE REQUIREMENTS**

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. Such insurance will include coverage for contractual liability, personal injury and broad form 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. Coverage shall also include a Primary Not Contributory Coverage endorsement attached to the policy as a separate endorsement, and a waiver of subrogation endorsement in favor of the Owner, its directors, officers and employees also attached to the policy as a separate endorsement.
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. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

## TALLYN'S REACH AUTHORITY CONTRACT

**Name of Contractor/Provider:** New Bridge Strategy LLC

**Title of Agreement/Contract/Work Order/Proposal:** Online Community Survey

**Agreement/Contract Date:** September 25, 2023

**Contract Amount:** \$5,000

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 the above-referenced contractor, provider, or other consultant (the "Contractor").

Introduction. The District 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 District, 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 District; and (d) in compliance with all applicable federal, state, county, and local or municipal statutes, ordinances and regulations. The Services to be provided are: Online community survey.

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

3. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor is not entitled to workers' compensation benefits or unemployment insurance benefits and the District 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 District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained.

4. Indemnification. The Contractor shall defend, indemnify and hold harmless the District 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 District for the District'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 District 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.

5. 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.

6. 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 District Court in and for the county in which the District is located.

7. Subject to Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of the District 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 District's governing body, and the obligations of the District 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 District and Contractor understand and intend that the District'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.

8. 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 District, its respective officials, employees, contractors or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

<b>District:</b>	<b>Contractor:</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

## EXHIBIT A

### Services



## MEMORANDUM

TO: Celeste Terrell/ CliftonLarsonAllen LLP  
 FROM: Lori Weigel & Kathryn Hahne / New Bridge Strategy  
 DATE: August 30, 2023  
 RE: Public Opinion Research – Proposal

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Thank you for the opportunity to serve as your research partner for this effort in Tallyn’s Reach Metro District. We are providing an option for quantitative research to be conducted with results provided by November. This research would provide data and guidance for the Board.

### QUANTITATIVE RESEARCH

We recommend conducting an online survey among residents of the Tallyn’s Reach community. We use online surveys frequently to reach residents of smaller communities like Tallyn’s Reach. Online surveys are helpful in gauging attitudes and testing choices in a cost-effective manner.

In order to have a comprehensive list of community members’ email addresses, we recommend utilizing various methods to update the Tallyn’s Reach community email list before we begin to send out the survey. We understand there are several email lists (including HOA lists) to provide a starting point. It would also be helpful for the Tallyn’s Reach administration to ask community members to update their contact information so that we gain more email addresses to utilize. We highly recommend that as many steps be taken as possible to get as complete of a list as we can before we begin sending out invitations to the survey.

Once the email list is updated, we would send out individualized email links to community members to take the survey. We could assist in you all sending out mailed postcard invitations to those community members/households, for which there are not email addresses in order to reach as many respondents in the community as possible. Per our discussion, we would ask that the Tallyn’s Reach administration help us with this process by sending out the postcards since they have the infrastructure in place to send out the mailers cost effectively. We would create the invitation language for both the email invitation as well as the postcard invitation, with your review.

Because online sample by its nature is opt-in rather than a random probability sample, we use a confidence interval for determining the accuracy of the data and cannot report a margin of error. While, we cannot definitively ensure that this survey would be representative of the community given some residents may not choose to participate, we find this is an especially helpful and cost-effective tool for assessing community choices and testing communications among active residents who are likely to weigh in on upcoming decisions. Participation rates can vary in opt-in surveys.

We would recommend leaving the survey open for at least two weeks to give adequate time for community members to take the survey. Topline data would be available the morning after the interviewing is completed and would be reviewed with you by us (via email and phone). Cross-tabulated data would be sent following that. We will work quickly to provide all presentation and summary deliverables (usually completed within a week of survey completion).

Per your guideline, the survey would be a limited 5 minute survey, potentially a little longer if we include a few demographic questions. This pricing assumes NO open-ended questions would be included.

Pricing for the online survey is below:

<b>Online Community Survey</b>
\$5,000

### QUANTITATIVE RESEARCH DELIVERABLES

Upon conclusion of the survey, you will have received all of the materials listed below.

- **Topline survey results** (the survey questionnaire with response percentages for each response code);
- **Cross-tabulated results** (responses to all survey questions segmented by demographic, attitudinal and behavioral subgroups of the electorate);
- **PowerPoint presentation of key findings** (color slides constituting the comprehensive analysis of the data, and also including conclusions and strategic recommendations);
- **Presentation of the data;** and,
- **Ongoing consultation and strategic advice** (We will remain available to provide ongoing strategic advice and consultation).

### CONCLUSION

Thank you again for the opportunity to provide a proposal for this project. We look forward to the possibility of working with you. Should you have any questions, or wish to discuss further, please contact Lori at 303-324-7655 or by email ([lori@newbridgestrategy.com](mailto:lori@newbridgestrategy.com)).



**INDEPENDENT CONTRACTOR  
AGREEMENT (2023-24 SNOW REMOVAL)**

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 25<sup>th</sup> day of September, 2023, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and BRIGHTVIEW LANDSCAPE SERVICES, INC., a Colorado corporation (the “**Contractor**”). 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 October 1, 2023, and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) May 31, 2024.

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 10<sup>th</sup> 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 10<sup>th</sup> of each month may be processed the following month.

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

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

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

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

11. CONTRACTOR'S INSURANCE.

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

b. Prior to commencing any work under this Agreement, the Contractor shall provide the Authority with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which

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

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

## 12. CONFIDENTIALITY AND CONFLICTS.

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

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

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the Authority, the Contractor

agrees to notify the Authority of conflicts known to the Contractor that impact the Contractor's provision of Services to the Authority.

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

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

15. INDEMNIFICATION.

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

employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

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

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

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

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

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



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

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

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

Authority:

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

Contractor:

BrightView Landscape Services, Inc.  
8888 N. Molsenbocker Rd., Ste. A  
Parker, CO 80134  
Attention: Sara Rutman  
Phone: (303) 841-3003  
Email: [sara.rutman@brightview.com](mailto: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:  
*Harry Yoster*  
EE925EB4834E486...

\_\_\_\_\_  
Officer of the Authority

ATTEST:

DocuSigned by:  
*[Signature]*  
5D0F27EA0668456...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

DocuSigned by:  
*Blair M. Dickhoner*  
DBCBC3D5CA84CA...

\_\_\_\_\_  
General Counsel for the Authority

*Authority's Signature Page to Independent Contractor Agreement for 2023-24 Snow Removal Services with BrightView Landscape Services, Inc., dated September 24, 2023*

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

  
\_\_\_\_\_


Aaron Lott  
Printed Name  
Director of Finance  
Title

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 26th day of September, 2023, ~~2022~~, by Aaron Lott, as the Director of Finance of BrightView Landscape Services, Inc.

Witness my hand and official seal.

My commission expires: July 21, 2027

  
\_\_\_\_\_  
Notary Public



***Contractor's Signature Page to Independent Contractor Agreement for 2023-24 Snow Removal Services with Tallyn's Reach Authority, dated September 24, 2023***

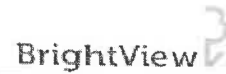
## EXHIBIT A

### SCOPE OF SERVICES

### CLIENT PRICING AGREEMENT

**2023.22836415**

#### Annual Snow Service Order



**BrightView Landscape Services, Inc. (BrightView)**

**8/28/2023 10:54**

40030\_BVLS Denver South 8588 N Molsenbocker Rd Ste A Suite A Parker CO 80134-7523 Ph (303) 941-3003

**400300615**

**• SERVICE LOCATION (Location)**

Loc ID      Location Name      Estimate  
 22836415    TALLYN'S REACH AUTHORITY    400300615  
Location Address  
 24900 E PARK CRESCENT DR., AURORA, CO 80016

**• CLIENT INFORMATION (Client)**

Client ID      Company Name  
                          TALLYNS REACH AUTHORITY  
Billing Address  
 370 INTERLOCKEN BLVD STE 500, , BROOMFIELD, CO 80021

**• SCOPE OF SERVICES**

Service Start: **10/01/2023**

Service End: **05/31/2024**

Start Season: **2023**

Vehicle Site Area(s) (VEH)	Service Start Trigger	Pedestrian Sites Areas (PED)	Service Start Trigger
Parking/Driving Areas (RD )	N/A	Sidewalks (WALKS)	2"
Ice Watch (Vehicle)	Allowed	Ice Watch (Pedestrian)	Allowed
Anti-Ice/Pretreatment (Vehicle)	Declined	Anti-Ice/Pretreatment (Pedestrian)	Declined

BrightView is only responsible for performing Services in the selected Site Areas after the indicated Service Trigger is reached. Services requested before the Trigger is met shall begin upon a reasonable period after notification from the Client and may result in additional fees. Services provided under this agreement shall be directed and managed by BrightView in order to maintain safe conditions in the Site Areas indicated.

- Client Declines to have BrightView stake the Location.
- BrightView will not be responsible for damages caused to roads, curbs, road-edges, turf-edges or other objects not properly identified.
- Bulk de-icing material will be purchased (Supplied) by BrightView and applied by BrightView.
- Bagged de-icing material will be purchased (Supplied) by BrightView and applied by BrightView.
- All Time & Material Rates are Port-to-Port, and are subject to minimum fees as noted in the Price Schedule
- Unless either party notifies the other in writing by the Term of Service End date above, this Service Order will automatically renew for the subsequent year for the same Scope of Services at the above rates plus an increase of 3.0%
- All prices exclude any applicable sales tax, should client request tax to be included BrightView may automatically adjust the price if tax laws change to reflect such increase.

By signing this Service Order, Client acknowledges and agrees that (a) snow or ice may accumulate while Services are being performed, (b) even when there is no precipitation present, snow may blow or drift onto a Service Location or be brushed onto cars, parking, and driving areas or walkways, and (c) properly plowed snow may melt and refreeze after Services are fully performed. Accordingly, Client understands and agrees that (i) BrightView cannot guarantee that the performance of the Services will remove all snow and ice from any Service Location, and (ii) some snow or ice may still be present at a Service Location during or after the performance of Services.

**• PRICE SCHEDULE** BrightView will be compensated for work performed at the Service Location according to the agreed to prices shown below. All listed equipment items includes the respective equipment and required operator.

Category	Area	Service/Unit Description	Unit	Min. Chg.	Price	Price	Price	Price	2023 Price
TM	ALL AREAS	Truck with Plow	Hr	1 Hr					\$130.00
TM	ALL AREAS	Truck with Plow and Spreader/Spray	Hr	1 Hr					\$130.00
TM	ALL AREAS	Truck with Spreader/Sprayer	Hr	1 Hr					\$130.00
TM	ALL AREAS	Skid Steer	Hr	4 Hrs					\$178.00
TM	ALL AREAS	Hauling/Relocating Snow (note)	Hr	1 Hr					\$178.00
TM	ALL AREAS	Snowrator	Hr	1 Hr					\$115.00
TM	ALL AREAS	Crew Member	Hr	1 Hr					\$70.00
TM	ALL AREAS	Bag Ice Melt	50 Lbs	1 Bag					\$53.00
TM	ALL AREAS	Ice Slicer	Ton	1 Ton					\$304.00
TM	ALL AREAS	Front End Loader	Hr	4 Hr					\$367.00
TM	ALL AREAS	Utility Vehicle	Hr	1 Hr					\$147.00
TM	ALL AREAS	ATV	Hr	1 Hr					\$115.00

**• ORDER EFFECTIVE DATE:** 10/01/2023 This Service Order is accepted by BrightView and Client and forms part of the Master Snow Management Agreement signed by the parties and restates and replaces any Service Order previously agreed to for the above Location.

For BrightView:

Printed: 10/01/2023  
Email:

For Client:

Printed: Celeste Terrell 10/01/2023  
Email: Celeste.terrell@clconnect.com

**EXHIBIT B**  
CONTRACTOR'S COMPLETED W-9



## 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

**EXHIBIT D**

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

**BrightView Landscape Services, Inc.**

is a

Corporation

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

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/21/2023 that have been posted, and by documents delivered to this office electronically through 09/24/2023 @ 10:36:39 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/24/2023 @ 10:36:39 in accordance with applicable law. This certificate is assigned Confirmation Number 15345669 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

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



**Reserve Study Executive Summary**

**Full**

**Tallyn's Reach Authority**  
 Aurora, CO  
 Level of Service: "Full"

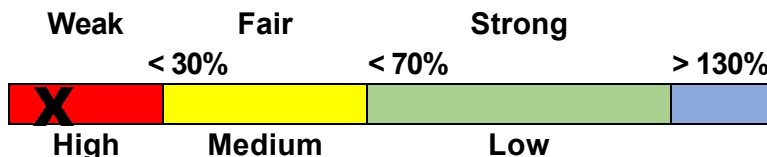
Report #: **47446-0**  
 # of Units: 1,700

**January 1, 2024 through December 31, 2024**

**Findings & Recommendations as of January 1, 2024**

Starting Reserve Balance	\$649,713
Fully Funded Reserve Balance	\$8,960,669
Annual Rate (Cost) of Deterioration	\$849,230
Percent Funded	7.3 %
Recommended 2024 Annual "Fully Funding" Contributions	\$1,080,000
Alternate/Baseline Annual Minimum Contributions to Keep Reserves Above \$0	\$1,033,200
Recommended 2024 Special Assessments for Reserves	\$1,900,000
Most Recent Annual Reserve Contribution Rate	\$310,000

**Reserve Fund Strength: 7.3%**



**Risk of Special Assessment:**

**Economic Assumptions:**

Net Annual "After Tax" Interest Earnings Accruing to Reserves	4.00 %
Annual Inflation Rate	3.00 %

- This "Full", (original, created "from scratch"), is based on our site inspection on 6/13/2023.
- The Reserve Study was reviewed by a credentialed Reserve Specialist (RS).
- Your Reserve Fund is currently 7.3 % Funded. This means the client's special assessment & deferred maintenance risk is currently High.
- Based on this starting point and your anticipated future expenses, our recommendation is to budget the Annual Reserve contributions at \$1,080,000 with 3% annual increases, along with a one-time special assessment of \$1,900,000 in order to be within the 70% to 130% level as noted above. 100% "Full" contribution rates are designed to achieve these funding objectives by the end of our 30-year report scope.
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- We recommend that this Reserve Study be updated annually, with a With-Site-Visit Reserve Study every three years. Clients that update their Reserve Study annually with a No-Site-Visit Reserve Study reduce their risk of special assessment by ~ 35%.
- Please watch this 5-minute video to understand the key results of a Reserve Study - <https://youtu.be/u83t4BRRIRE>

**•The Authority also owns 74 mineral acres which have been leased with a bonus payment of \$127,480 received in 2023. No value of future payments under the lease, nor a residual value, can be estimated at this time.**

## Executive Summary Table

Report # 47446-0  
Full

# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
<b>Sites &amp; Grounds</b>			
21050 Driveway Concrete - Repair - 5%	5	2	\$47,000
21090 Concrete Walkways - Repair - 1%	1	0	\$63,500
21130 Pavers (Roadways) - Replace - 5%	5	2	\$10,500
21190 Asphalt - Seal/Repair	4	0	\$23,500
21200 Streets - Resurface (Ph 1)	25	0	\$122,500
21200 Streets - Resurface (Ph 2)	25	1	\$95,000
21200 Streets - Resurface (Ph 3)	25	2	\$100,000
21300 Site Rail: Metal - Repair/Paint	5	0	\$1,850
21310 Site Rail: Metal - Replace	30	7	\$13,000
21340 Site Fencing: Wood Rail - Replace	30	7	\$35,000
21460 Trash Enclosures - Replace	20	0	\$3,000
21600 Mailbox Kiosks - Replace (2005)	30	11	\$91,500
21600 Mailbox Kiosks - Replace (2006)	30	12	\$47,500
21600 Mailbox Kiosks - Replace (2010-14)	30	16	\$15,500
21600 Mailbox Kiosks - Replace (2016-18)	30	22	\$17,000
21610 Sign/Monuments - Refurbish/Replace	30	7	\$470,000
21630 Flag Pole - Replace	30	7	\$3,250
21650 Street Lights - Replace	30	7	\$406,000
21651 Street Signs - Replace (Ph 1)	20	15	\$75,000
21651 Street Signs - Replace (Ph 2)	20	2	\$75,000
21700 Benches - Replace	30	7	\$9,800
21710 Trees - Trim/Remove	1	0	\$343,500
<b>Mechanical</b>			
25330 Surveillance System—Upgrade/Replace	10	0	\$9,750
25410 Fire Control Panel - Update/Replace	20	0	\$4,000
25570 Irrigation Clocks - Replace	15	11	\$390,000
25580 Irrigation System - Repair	40	17	\$11,000,000
25600 Backflow Devices - Replace	30	9	\$183,000
<b>Building Exteriors</b>			
23310 Wood Siding - Repair/Repaint	7	0	\$11,500
23320 Wood Siding - Replace	60	37	\$68,500
23600 Roof: Metal - Replace	30	7	\$88,000
23650 Gutters/Downspouts - Replace	30	7	\$2,600
<b>Clubhouse</b>			
27060 Clubhouse Windows - Replace	30	7	\$18,000
27110 Clubhouse Interior Walls - Repaint	10	0	\$5,000
27160 Clubhouse Wood Flooring - Replace	40	17	\$52,500

# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
27180 Clubhouse Bathroom - Refurbish	20	0	\$27,000
27250 Clubhouse Furniture - Replace	10	0	\$8,500
27280 Clubhouse HVAC - Replace	20	0	\$16,000
27310 Kitchen - Remodel	30	7	\$9,000
27320 Kitchen Appliances - Replace	10	0	\$4,000
27330 Drinking Fountains - Replace	20	0	\$2,600
<b>Amenities</b>			
26030 Playground Cover - Refill/Replace	10	4	\$4,800
26050 Playground Equipment - Replace	20	14	\$95,000
26060 Picnic Tables/Benches - Replace	25	2	\$2,100
26150 Tennis Court Fencing - Replace	30	7	\$17,500
26160 Tennis Court Windscreen - Replace	10	0	\$1,900
26190 Sport Court - Replace	15	7	\$71,000
<b>Pool</b>			
21410 Sun Shades - Replace	12	10	\$10,500
28010 Bathrooms - Refurbish	20	5	\$27,000
28020 Pool Fence - Repair/Paint	5	0	\$4,500
28030 Pool Fence - Replace	30	7	\$31,500
28040 Pool Deck Furniture - Replace	10	0	\$126,500
28060 Deck - Resurface	5	2	\$9,000
28090 Coping Stones - Repair	24	1	\$23,500
28100 Pool - Re-Tile	24	1	\$13,000
28110 Pool - Resurface	12	0	\$90,000
28120 Wader Pool - Resurface	12	0	\$8,000
28170 Pool Heater - Replace	12	4	\$45,000
28180 Wader Heater - Replace	12	8	\$10,000
28190 Pool Filters - Replace	30	7	\$50,000
28200 Spa Filter - Replace	20	0	\$1,300
28220 Pool/Spa Pumps – Repair/Replace	15	0	\$7,450
28250 Diving Blocks - Replace	20	13	\$15,000
28270 Lifeguard Stands - Replace	15	0	\$2,500

---

**63 Total Funded Components**

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**Serving Utah**

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Salt Lake City, UT 84101  
(877) 344-8868  
www.reservestudy.com



**Tallyn's Reach Authority  
Aurora, CO**



Report #: 47446-0  
Beginning: January 1, 2024  
Expires: December 31, 2024

**RESERVE STUDY  
"Full"**

October 23, 2023



# Welcome to your Reserve Study!

**A** Reserve Study is a valuable tool to help you budget responsibly for your property. This report contains all the information you need to avoid surprise expenses, make informed decisions, save money, and protect property values.

**R**egardless of the property type, it's a fact of life that the very moment construction is completed, every major building component begins a predictable process of physical deterioration. The operative word is "predictable" because planning for the inevitable is what a Reserve Study by **Association Reserves** is all about!

In this Report, you will find three key results:

- **Component List**  
Unique to each property, the Component List serves as the foundation of the Reserve Study and details the scope and schedule of all necessary repairs & replacements.
- **Reserve Fund Strength**  
A calculation that measures how well the Reserve Fund has kept pace with the property's physical deterioration.
- **Reserve Funding Plan**  
A multi-year funding plan based on current Reserve Fund strength that allows for component repairs and replacements to be completed in a timely manner, with an emphasis on fairness and avoiding "catch-up" funding.

## Questions?

Please contact your Project Manager directly.



Est. 1986

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**Reserve Study Executive Summary** **Full**

**Tallyn's Reach Authority**  
 Aurora, CO  
 Level of Service: "Full"

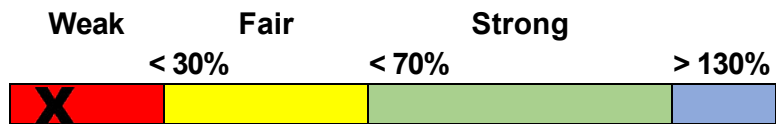
Report #: **47446-0**  
 # of Units: 1,700

**January 1, 2024 through December 31, 2024**

**Findings & Recommendations** **as of January 1, 2024**

Starting Reserve Balance	\$649,713
Fully Funded Reserve Balance	\$8,960,669
Annual Rate (Cost) of Deterioration	\$849,230
Percent Funded	7.3 %
Recommended 2024 Annual "Fully Funding" Contributions	\$1,080,000
Alternate/Baseline Annual Minimum Contributions to Keep Reserves Above \$0	\$1,033,200
Recommended 2024 Special Assessments for Reserves	\$1,900,000
Most Recent Annual Reserve Contribution Rate	\$310,000

**Reserve Fund Strength: 7.3%**



**Risk of Special Assessment:**

**High                      Medium                      Low**

**Economic Assumptions:**

Net Annual "After Tax" Interest Earnings Accruing to Reserves	4.00 %
Annual Inflation Rate	3.00 %

- This "Full", (original, created "from scratch"), is based on our site inspection on 6/13/2023.
- The Reserve Study was reviewed by a credentialed Reserve Specialist (RS).
- Your Reserve Fund is currently 7.3 % Funded. This means the client's special assessment & deferred maintenance risk is currently High.
- Based on this starting point and your anticipated future expenses, our recommendation is to budget the Annual Reserve contributions at \$1,080,000 with 3% annual increases, along with a one-time special assessment of \$1,900,000 in order to be within the 70% to 130% level as noted above. 100% "Full" contribution rates are designed to achieve these funding objectives by the end of our 30-year report scope.
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<b>63 Total Funded Components</b>			

## Introduction



A Reserve Study is the art and science of anticipating, and preparing for, an association's major common area repair and replacement expenses. Partially art, because in this field we are making projections about the future. Partially science, because our work is a combination of research and well-defined computations, following consistent National Reserve Study Standard principles.

The foundation of this and every Reserve Study is your Reserve Component List (what you are reserving for). This is because the Reserve Component List defines the *scope and schedule* of all your anticipated upcoming Reserve projects. Based on that List and your starting balance, we calculate the association's Reserve Fund Strength (reported in terms of "Percent Funded"). Then we compute a Reserve Funding Plan to provide for the Reserve needs of the association. These form the three results of your Reserve Study.



Reserve contributions are not “for the future”. Reserve contributions are designed to offset the ongoing, daily deterioration of your Reserve assets. Done well, a stable, budgeted Reserve Funding Plan will collect sufficient funds from the owners who enjoyed the use of those assets, so the association is financially prepared for the irregular expenditures scattered through future years when those projects eventually require replacement.

## Methodology



For this [Full Reserve Study](#), we started with a review of your Governing Documents, recent Reserve expenditures, an evaluation of how expenditures are handled (ongoing maintenance vs Reserves), and research into any well-established association precedents. We

performed an on-site inspection to quantify and evaluate your common areas, creating your Reserve Component List *from scratch*.

### *Which Physical Assets are Funded by Reserves?*

There is a national-standard four-part test to determine which expenses should appear in your Reserve Component List. First, it must be a common area maintenance responsibility. Second, the component must have a limited life. Third, the remaining life must be predictable (or it by definition is a *surprise* which cannot be accurately anticipated). Fourth, the component must be above a minimum threshold cost (often between .5% and 1% of an association's total budget). This limits Reserve



RESERVE COMPONENT "FOUR-PART TEST"

Components to major, predictable expenses. Within this framework, it is inappropriate to include *lifetime* components, unpredictable expenses (such as damage due to fire, flood, or earthquake), and expenses more appropriately handled from the Operational Budget or as an insured loss.

### *How do we establish Useful Life and Remaining Useful Life estimates?*

- 1) Visual Inspection (observed wear and age)
- 2) Association Reserves database of experience
- 3) Client History (install dates & previous life cycle information)
- 4) Vendor Evaluation and Recommendation

### *How do we establish Current Repair/Replacement Cost Estimates?*

In this order...

- 1) Actual client cost history, or current proposals
- 2) Comparison to Association Reserves database of work done at similar associations
- 3) Vendor Recommendations
- 4) Reliable National Industry cost estimating guidebooks

## How much Reserves are enough?

Reserve adequacy is not measured in cash terms. Reserve adequacy is found when the *amount* of current Reserve cash is compared to Reserve component deterioration (the *needs of the association*). Having *enough* means the association can execute its projects in a timely manner with existing Reserve funds. Not having *enough* typically creates deferred maintenance or special assessments.

Adequacy is measured in a two-step process:

- 1) Calculate the *value of deterioration* at the association (called Fully Funded Balance, or FFB).
- 2) Compare that to the Reserve Fund Balance, and express as a percentage.



Each year, the *value of deterioration* at the association changes. When there is more deterioration (as components approach the time they need to be replaced), there should be more cash to offset that deterioration and prepare for the expenditure. Conversely, the *value of deterioration* shrinks after projects are accomplished. The *value of deterioration* (the FFB) changes each year, and is a moving but predictable target.

There is a high risk of special assessments and deferred maintenance when the Percent Funded is *weak*, below 30%. Approximately 30% of all associations are in this high risk range. While the 100% point is Ideal (indicating Reserve cash is equal to the *value of deterioration*), a Reserve Fund in the 70% - 130% range is considered strong (low risk of special assessment).

Measuring your Reserves by Percent Funded tells how well prepared your association is for upcoming Reserve expenses. New buyers should be very aware of this important disclosure!



*How much should we contribute?*



RESERVE FUNDING PRINCIPLES

According to National Reserve Study Standards, there are four Funding Principles to balance in developing your Reserve Funding Plan. Our first objective is to design a plan that provides you with sufficient cash to perform your Reserve projects on time. Second, a stable contribution is desirable because it keeps these naturally irregular expenses from unsettling the budget.

Reserve contributions that are evenly distributed over current and future owners enable each owner to pay their fair share of the association's Reserve expenses over the years. And finally, we develop a plan that is fiscally responsible and safe for Boardmembers to recommend to their association. Remember, it is the Board's job to provide for the ongoing care of the common areas. Boardmembers invite liability exposure when Reserve contributions are inadequate to offset ongoing common area deterioration.

*What is our Recommended Funding Goal?*

Maintaining the Reserve Fund at a level equal to the *value* of deterioration is called "Full Funding" (100% Funded). As each asset ages and becomes "used up," the Reserve Fund grows proportionally. **This is simple, responsible, and our recommendation.** Evidence shows that associations in the 70 - 130% range *enjoy a low risk of special assessments or deferred maintenance.*



FUNDING OBJECTIVES

Allowing the Reserves to fall close to zero, but not below zero, is called Baseline Funding. Doing so allows the Reserve Fund to drop into the 0 - 30% range, where there is a high risk of special assessments & deferred maintenance. Since Baseline Funding still provides for the timely execution of all Reserve projects, and only the "margin of safety" is different, Baseline Funding contributions average only 10% - 15% less than Full Funding contributions. Threshold Funding is the title of all other Cash or Percent Funded objectives *between* Baseline Funding and Full Funding.

## Site Inspection Notes

During our site visit on 6/13/2023 we visually inspected the common area assets and were able to see a majority of the common areas.

Please see photo appendix for component details; the basis of our assumptions.



## Projected Expenses

While this Reserve Study looks forward 30 years, we have no expectation that all these expenses will all take place as anticipated. This Reserve Study needs to be updated annually because we expect the timing of these expenses to shift and the size of these expenses to change. We do feel more certain of the timing and cost of near-term expenses than expenses many years away. Please be aware of your near-term expenses, which we are able to project more accurately than the more distant projections.

The figure below summarizes the projected future expenses as defined by your Reserve Component List. A summary of these expenses are shown in the 30-Year Reserve Plan Summary Table, while details of the projects that make up these expenses are shown in the 30-Year Income/Expense Detail.

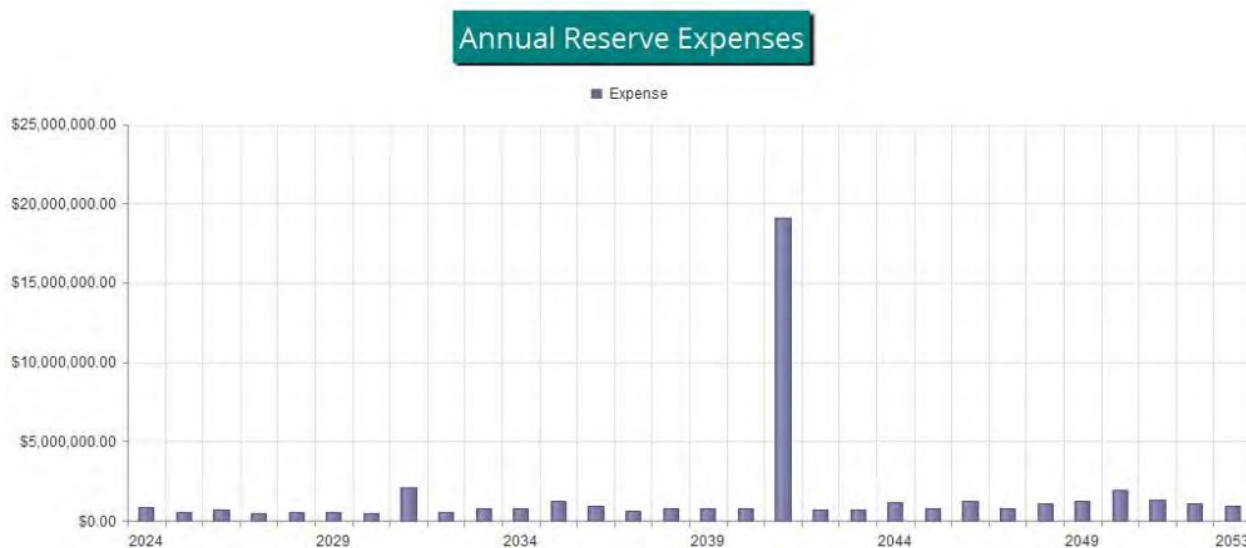


Figure 1

## Reserve Fund Status

As of 1/1/2024 your Reserve Fund balance is projected to be \$649,713 and your Fully Funded Balance is computed to be \$8,960,669 (see the Fully Funded Balance Table). The Fully Funded Balance represents the deteriorated value of your common area components. Comparing your Reserve Balance to your Fully Funded Balance indicates your Reserves are 7.3 % Funded.

## Recommended Funding Plan

Based on your current Percent Funded and your near-term and long-term Reserve needs, we are recommending Annual budgeted contributions of \$1,080,000, along with a one-time special assessment of \$1,900,000. The overall 30-Year Plan, in perspective, is shown below in the Annual Reserve Funding (Fig. 2). This same information is shown numerically in both the 30-Year Reserve Plan Summary Table and the 30-Year Income/Expense Detail.

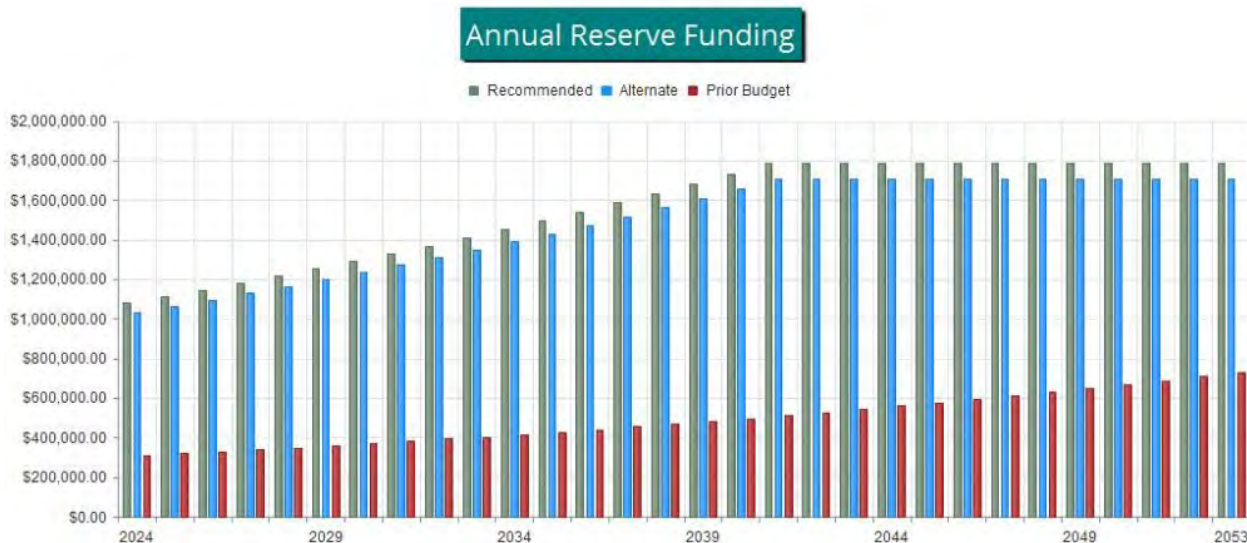


Figure 2

The reserve balance under our recommended Full Funding Plan, an alternate Baseline Funding Plan, and at your current budgeted contribution rate, compared to your always—changing Fully Funded Balance target is shown in the 30-Yr Cash Flow (Fig. 3).

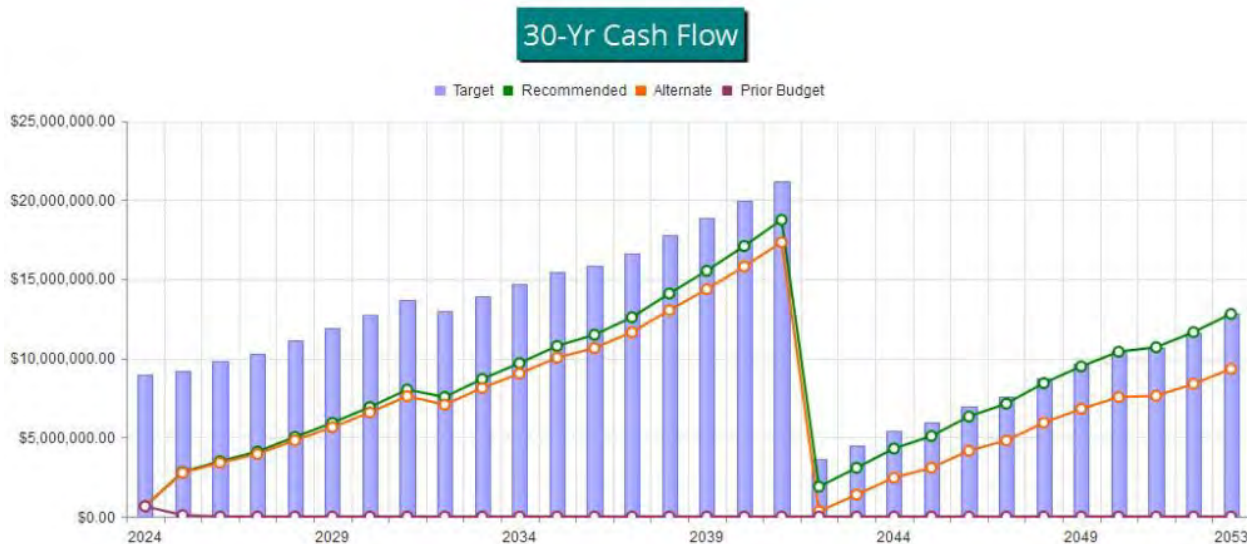


Figure 3

The information from Figure 3 is plotted on a Percent Funded scale in Figure 4. It is clear here to see how your Reserve Fund strength approaches the 100% Funded level under our recommended multi-yr Funding Plan. A client that has a percent funded level of <30% may experience an ~ 20%-60% chance risk of special assessment. A client that is between 30% and 70% may experience an ~ 20%-5% chance risk of special assessment. A client that has a percent funded of >70% may experience an ~ <1% chance risk of special assessment.

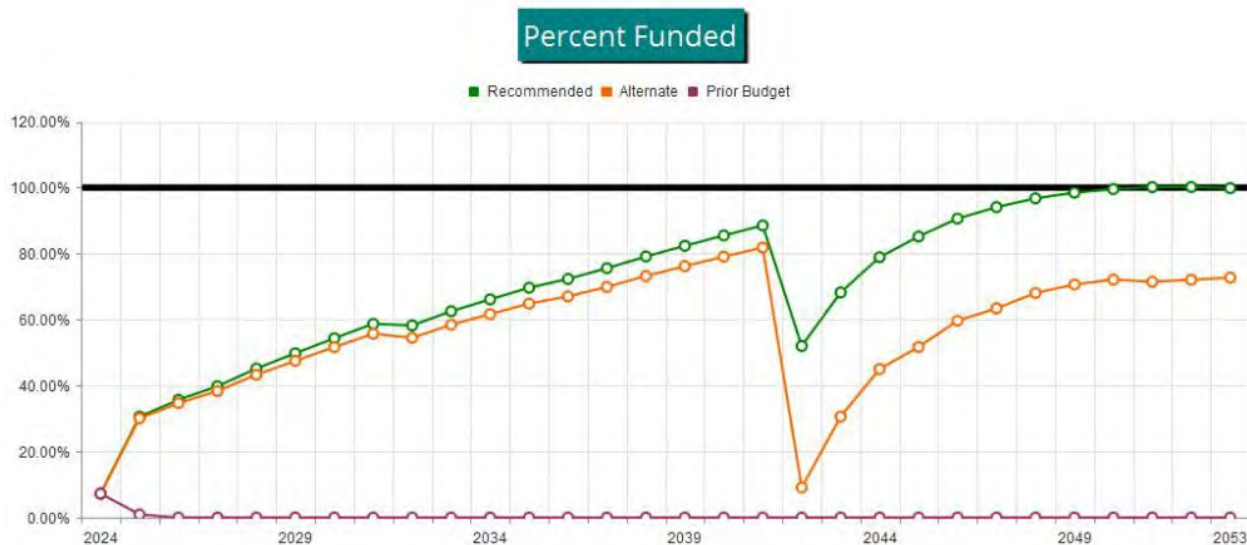


Figure 4



## Table Descriptions

Executive Summary is a summary of your Reserve Components

Reserve Component List Detail discloses key Component information, providing the foundation upon which the financial analysis is performed.

Fully Funded Balance shows the calculation of the Fully Funded Balance for each of your components, and their contributions to the property total. For each component, the Fully Funded Balance is the fraction of life used up multiplied by its estimated Current Replacement Cost.

Component Significance shows the relative significance of each component to Reserve funding needs of the property, helping you see which components have more (or less) influence than others on your total Reserve contribution rate. The deterioration cost/yr of each component is calculated by dividing the estimated Current Replacement Cost by its Useful Life, then that component's percentage of the total is displayed.

30-Yr Reserve Plan Summary provides a one-page 30-year summary of the cash flowing into and out of the Reserve Fund, with a display of the Fully Funded Balance, Percent Funded, and special assessment risk at the beginning of each year.

30-Year Income/Expense Detail shows the detailed income and expenses for each of the next 30 years. This table makes it possible to see which components are projected to require repair or replacement in a particular year, and the size of those individual expenses.

## Reserve Component List Detail

Report # 47446-0  
Full

#	Component	Quantity	Useful Life	Rem. Useful Life	Current Cost Estimate	
					Best Case	Worst Case
<b>Sites &amp; Grounds</b>						
21050	Driveway Concrete - Repair - 5%	5% of ~ 54000 GSF	5	2	\$40,000	\$54,000
21090	Concrete Walkways - Repair - 1%	1% of ~ 384000 GSF	1	0	\$50,000	\$77,000
21130	Pavers (Roadways) - Replace - 5%	5% of ~ 7000 GSF	5	2	\$8,000	\$13,000
21190	Asphalt - Seal/Repair	~ 94000 GSF	4	0	\$19,000	\$28,000
21200	Streets - Resurface (Ph 1)	~ 50000 GSF	25	0	\$110,000	\$135,000
21200	Streets - Resurface (Ph 2)	~ 42900 GSF	25	1	\$85,000	\$105,000
21200	Streets - Resurface (Ph 3)	~ 28250 GSF	25	2	\$90,000	\$110,000
21300	Site Rail: Metal - Repair/Paint	~ 260 LF	5	0	\$1,600	\$2,100
21310	Site Rail: Metal - Replace	~ 260 LF	30	7	\$10,000	\$16,000
21340	Site Fencing: Wood Rail - Replace	~ 1400 LF	30	7	\$28,000	\$42,000
21460	Trash Enclosures - Replace	~ (1) Enclosures	20	0	\$2,500	\$3,500
21600	Mailbox Kiosks - Replace (2005)	~ (48) CBU's	30	11	\$77,000	\$106,000
21600	Mailbox Kiosks - Replace (2006)	~ (25) CBU's	30	12	\$40,000	\$55,000
21600	Mailbox Kiosks - Replace (2010-14)	~ (8) CBU's	30	16	\$13,000	\$18,000
21600	Mailbox Kiosks - Replace (2016-18)	~ (9) CBU's	30	22	\$14,000	\$20,000
21610	Sign/Monuments - Refurbish/Replace	~ (8) Monuments	30	7	\$369,000	\$571,000
21630	Flag Pole - Replace	~ (1) Pole	30	7	\$2,500	\$4,000
21650	Street Lights - Replace	~ (290) Fixtures	30	7	\$348,000	\$464,000
21651	Street Signs - Replace (Ph 1)	~ (128) Signs	20	15	\$60,000	\$90,000
21651	Street Signs - Replace (Ph 2)	~ (128) Signs	20	2	\$60,000	\$90,000
21700	Benches - Replace	~ (17) Pieces	30	7	\$7,600	\$12,000
21710	Trees - Trim/Remove	~ (5,500) Trees	1	0	\$275,000	\$412,000
<b>Mechanical</b>						
25330	Surveillance System—Upgrade/Replace	~ (6) Units	10	0	\$8,500	\$11,000
25410	Fire Control Panel - Update/Replace	~ (1) Panel	20	0	\$3,000	\$5,000
25570	Irrigation Clocks - Replace	~ (37) Controllers	15	11	\$360,000	\$420,000
25580	Irrigation System - Repair	~ (1) System	40	17	\$10,000,000	\$12,000,000
25600	Backflow Devices - Replace	~ (35) Devices	30	9	\$156,000	\$210,000
<b>Building Exteriors</b>						
23310	Wood Siding - Repair/Repaint	~ 4,900 GSF	7	0	\$9,000	\$14,000
23320	Wood Siding - Replace	~ 4,900 GSF	60	37	\$59,000	\$78,000
23600	Roof: Metal - Replace	~ 7,400 GSF	30	7	\$74,000	\$102,000
23650	Gutters/Downspouts - Replace	~ 280 LF	30	7	\$2,200	\$3,000
<b>Clubhouse</b>						
27060	Clubhouse Windows - Replace	~ (9) Windows	30	7	\$16,000	\$20,000
27110	Clubhouse Interior Walls - Repaint	~ 3000 GSF	10	0	\$4,000	\$6,000
27160	Clubhouse Wood Flooring - Replace	~ 3000 GSF	40	17	\$45,000	\$60,000
27180	Clubhouse Bathroom - Refurbish	~ (2) Bathroom	20	0	\$24,000	\$30,000
27250	Clubhouse Furniture - Replace	~ (51) Pieces	10	0	\$6,000	\$11,000
27280	Clubhouse HVAC - Replace	~ (2) Units	20	0	\$13,000	\$19,000
27310	Kitchen - Remodel	(1) Kitchen	30	7	\$8,000	\$10,000
27320	Kitchen Appliances - Replace	~ (3) Units	10	0	\$3,000	\$5,000
27330	Drinking Fountains - Replace	~ (2) Units	20	0	\$2,200	\$3,000

#	Component	Quantity	Useful Life	Rem. Useful Life	Current Cost Estimate	
					Best Case	Worst Case
<b>Amenities</b>						
26030	Playground Cover - Refill/Replace	~ 2000 GSF	10	4	\$4,000	\$5,600
26050	Playground Equipment - Replace	~ (3) Pieces	20	14	\$80,000	\$110,000
26060	Picnic Tables/Benches - Replace	~ (3) Pieces	25	2	\$1,800	\$2,400
26150	Tennis Court Fencing - Replace	~ 440 LF	30	7	\$15,000	\$20,000
26160	Tennis Court Windscreen - Replace	~ 120GSF	10	0	\$1,600	\$2,200
26190	Sport Court - Replace	~13000 GSF	15	7	\$63,000	\$79,000
<b>Pool</b>						
21410	Sun Shades - Replace	~ (2) Shades	12	10	\$9,000	\$12,000
28010	Bathrooms - Refurbish	~ (2) Bathrooms	20	5	\$24,000	\$30,000
28020	Pool Fence - Repair/Paint	~ 500 LF	5	0	\$4,000	\$5,000
28030	Pool Fence - Replace	~ 500 LF	30	7	\$28,000	\$35,000
28040	Pool Deck Furniture - Replace	~ (220) Pieces	10	0	\$92,000	\$161,000
28060	Deck - Resurface	~ 10000 GSF	5	2	\$8,000	\$10,000
28090	Coping Stones - Repair	~ 360 LF	24	1	\$22,000	\$25,000
28100	Pool - Re-Tile	~ 280 LF	24	1	\$11,000	\$15,000
28110	Pool - Resurface	~ (1) 45x80 Pool	12	0	\$80,000	\$100,000
28120	Wader Pool - Resurface	~ (1) Wader Pool	12	0	\$6,000	\$10,000
28170	Pool Heater - Replace	~ (1) Unit	12	4	\$40,000	\$50,000
28180	Wader Heater - Replace	~ (1) Unit	12	8	\$8,000	\$12,000
28190	Pool Filters - Replace	~ (2) Filters	30	7	\$40,000	\$60,000
28200	Spa Filter - Replace	~ (1) Filter	20	0	\$1,100	\$1,500
28220	Pool/Spa Pumps – Repair/Replace	~ (3) Pumps	15	0	\$6,600	\$8,300
28250	Diving Blocks - Replace	~ (6) Blocks	20	13	\$12,000	\$18,000
28270	Lifeguard Stands - Replace	~ (2) Stands	15	0	\$2,000	\$3,000

63 Total Funded Components



## Fully Funded Balance

Report # 47446-0  
Full

#	Component	Current Cost Estimate	X	Effective Age	/	Useful Life	=	Fully Funded Balance
<b>Sites &amp; Grounds</b>								
21050	Driveway Concrete - Repair - 5%	\$47,000	X	3	/	5	=	\$28,200
21090	Concrete Walkways - Repair - 1%	\$63,500	X	1	/	1	=	\$63,500
21130	Pavers (Roadways) - Replace - 5%	\$10,500	X	3	/	5	=	\$6,300
21190	Asphalt - Seal/Repair	\$23,500	X	4	/	4	=	\$23,500
21200	Streets - Resurface (Ph 1)	\$122,500	X	25	/	25	=	\$122,500
21200	Streets - Resurface (Ph 2)	\$95,000	X	24	/	25	=	\$91,200
21200	Streets - Resurface (Ph 3)	\$100,000	X	23	/	25	=	\$92,000
21300	Site Rail: Metal - Repair/Paint	\$1,850	X	5	/	5	=	\$1,850
21310	Site Rail: Metal - Replace	\$13,000	X	23	/	30	=	\$9,967
21340	Site Fencing: Wood Rail - Replace	\$35,000	X	23	/	30	=	\$26,833
21460	Trash Enclosures - Replace	\$3,000	X	20	/	20	=	\$3,000
21600	Mailbox Kiosks - Replace (2005)	\$91,500	X	19	/	30	=	\$57,950
21600	Mailbox Kiosks - Replace (2006)	\$47,500	X	18	/	30	=	\$28,500
21600	Mailbox Kiosks - Replace (2010-14)	\$15,500	X	14	/	30	=	\$7,233
21600	Mailbox Kiosks - Replace (2016-18)	\$17,000	X	8	/	30	=	\$4,533
21610	Sign/Monuments - Refurbish/Replace	\$470,000	X	23	/	30	=	\$360,333
21630	Flag Pole - Replace	\$3,250	X	23	/	30	=	\$2,492
21650	Street Lights - Replace	\$406,000	X	23	/	30	=	\$311,267
21651	Street Signs - Replace (Ph 1)	\$75,000	X	5	/	20	=	\$18,750
21651	Street Signs - Replace (Ph 2)	\$75,000	X	18	/	20	=	\$67,500
21700	Benches - Replace	\$9,800	X	23	/	30	=	\$7,513
21710	Trees - Trim/Remove	\$343,500	X	1	/	1	=	\$343,500
<b>Mechanical</b>								
25330	Surveillance System—Upgrade/Replace	\$9,750	X	10	/	10	=	\$9,750
25410	Fire Control Panel - Update/Replace	\$4,000	X	20	/	20	=	\$4,000
25570	Irrigation Clocks - Replace	\$390,000	X	4	/	15	=	\$104,000
25580	Irrigation System - Repair	\$11,000,000	X	23	/	40	=	\$6,325,000
25600	Backflow Devices - Replace	\$183,000	X	21	/	30	=	\$128,100
<b>Building Exteriors</b>								
23310	Wood Siding - Repair/Repaint	\$11,500	X	7	/	7	=	\$11,500
23320	Wood Siding - Replace	\$68,500	X	23	/	60	=	\$26,258
23600	Roof: Metal - Replace	\$88,000	X	23	/	30	=	\$67,467
23650	Gutters/Downspouts - Replace	\$2,600	X	23	/	30	=	\$1,993
<b>Clubhouse</b>								
27060	Clubhouse Windows - Replace	\$18,000	X	23	/	30	=	\$13,800
27110	Clubhouse Interior Walls - Repaint	\$5,000	X	10	/	10	=	\$5,000
27160	Clubhouse Wood Flooring - Replace	\$52,500	X	23	/	40	=	\$30,188
27180	Clubhouse Bathroom - Refurbish	\$27,000	X	20	/	20	=	\$27,000
27250	Clubhouse Furniture - Replace	\$8,500	X	10	/	10	=	\$8,500
27280	Clubhouse HVAC - Replace	\$16,000	X	20	/	20	=	\$16,000
27310	Kitchen - Remodel	\$9,000	X	23	/	30	=	\$6,900
27320	Kitchen Appliances - Replace	\$4,000	X	10	/	10	=	\$4,000
27330	Drinking Fountains - Replace	\$2,600	X	20	/	20	=	\$2,600
<b>Amenities</b>								

#	Component	Current Cost Estimate	X	Effective Age	/	Useful Life	=	Fully Funded Balance
26030	Playground Cover - Refill/Replace	\$4,800	X	6	/	10	=	\$2,880
26050	Playground Equipment - Replace	\$95,000	X	6	/	20	=	\$28,500
26060	Picnic Tables/Benches - Replace	\$2,100	X	23	/	25	=	\$1,932
26150	Tennis Court Fencing - Replace	\$17,500	X	23	/	30	=	\$13,417
26160	Tennis Court Windscreen - Replace	\$1,900	X	10	/	10	=	\$1,900
26190	Sport Court - Replace	\$71,000	X	8	/	15	=	\$37,867
<b>Pool</b>								
21410	Sun Shades - Replace	\$10,500	X	2	/	12	=	\$1,750
28010	Bathrooms - Refurbish	\$27,000	X	15	/	20	=	\$20,250
28020	Pool Fence - Repair/Paint	\$4,500	X	5	/	5	=	\$4,500
28030	Pool Fence - Replace	\$31,500	X	23	/	30	=	\$24,150
28040	Pool Deck Furniture - Replace	\$126,500	X	10	/	10	=	\$126,500
28060	Deck - Resurface	\$9,000	X	3	/	5	=	\$5,400
28090	Coping Stones - Repair	\$23,500	X	23	/	24	=	\$22,521
28100	Pool - Re-Tile	\$13,000	X	23	/	24	=	\$12,458
28110	Pool - Resurface	\$90,000	X	12	/	12	=	\$90,000
28120	Wader Pool - Resurface	\$8,000	X	12	/	12	=	\$8,000
28170	Pool Heater - Replace	\$45,000	X	8	/	12	=	\$30,000
28180	Wader Heater - Replace	\$10,000	X	4	/	12	=	\$3,333
28190	Pool Filters - Replace	\$50,000	X	23	/	30	=	\$38,333
28200	Spa Filter - Replace	\$1,300	X	20	/	20	=	\$1,300
28220	Pool/Spa Pumps – Repair/Replace	\$7,450	X	15	/	15	=	\$7,450
28250	Diving Blocks - Replace	\$15,000	X	7	/	20	=	\$5,250
28270	Lifeguard Stands - Replace	\$2,500	X	15	/	15	=	\$2,500
								\$8,960,669


**Component Significance**
**Report # 47446-0**  
**Full**

#	Component	Useful Life (yrs)	Current Cost Estimate	Deterioration Cost/Yr	Deterioration Significance
<b>Sites &amp; Grounds</b>					
21050	Driveway Concrete - Repair - 5%	5	\$47,000	\$9,400	1.11 %
21090	Concrete Walkways - Repair - 1%	1	\$63,500	\$63,500	7.48 %
21130	Pavers (Roadways) - Replace - 5%	5	\$10,500	\$2,100	0.25 %
21190	Asphalt - Seal/Repair	4	\$23,500	\$5,875	0.69 %
21200	Streets - Resurface (Ph 1)	25	\$122,500	\$4,900	0.58 %
21200	Streets - Resurface (Ph 2)	25	\$95,000	\$3,800	0.45 %
21200	Streets - Resurface (Ph 3)	25	\$100,000	\$4,000	0.47 %
21300	Site Rail: Metal - Repair/Paint	5	\$1,850	\$370	0.04 %
21310	Site Rail: Metal - Replace	30	\$13,000	\$433	0.05 %
21340	Site Fencing: Wood Rail - Replace	30	\$35,000	\$1,167	0.14 %
21460	Trash Enclosures - Replace	20	\$3,000	\$150	0.02 %
21600	Mailbox Kiosks - Replace (2005)	30	\$91,500	\$3,050	0.36 %
21600	Mailbox Kiosks - Replace (2006)	30	\$47,500	\$1,583	0.19 %
21600	Mailbox Kiosks - Replace (2010-14)	30	\$15,500	\$517	0.06 %
21600	Mailbox Kiosks - Replace (2016-18)	30	\$17,000	\$567	0.07 %
21610	Sign/Monuments - Refurbish/Replace	30	\$470,000	\$15,667	1.84 %
21630	Flag Pole - Replace	30	\$3,250	\$108	0.01 %
21650	Street Lights - Replace	30	\$406,000	\$13,533	1.59 %
21651	Street Signs - Replace (Ph 1)	20	\$75,000	\$3,750	0.44 %
21651	Street Signs - Replace (Ph 2)	20	\$75,000	\$3,750	0.44 %
21700	Benches - Replace	30	\$9,800	\$327	0.04 %
21710	Trees - Trim/Remove	1	\$343,500	\$343,500	40.45 %
<b>Mechanical</b>					
25330	Surveillance System—Upgrade/Replace	10	\$9,750	\$975	0.11 %
25410	Fire Control Panel - Update/Replace	20	\$4,000	\$200	0.02 %
25570	Irrigation Clocks - Replace	15	\$390,000	\$26,000	3.06 %
25580	Irrigation System - Repair	40	\$11,000,000	\$275,000	32.38 %
25600	Backflow Devices - Replace	30	\$183,000	\$6,100	0.72 %
<b>Building Exteriors</b>					
23310	Wood Siding - Repair/Repaint	7	\$11,500	\$1,643	0.19 %
23320	Wood Siding - Replace	60	\$68,500	\$1,142	0.13 %
23600	Roof: Metal - Replace	30	\$88,000	\$2,933	0.35 %
23650	Gutters/Downspouts - Replace	30	\$2,600	\$87	0.01 %
<b>Clubhouse</b>					
27060	Clubhouse Windows - Replace	30	\$18,000	\$600	0.07 %
27110	Clubhouse Interior Walls - Repaint	10	\$5,000	\$500	0.06 %
27160	Clubhouse Wood Flooring - Replace	40	\$52,500	\$1,313	0.15 %
27180	Clubhouse Bathroom - Refurbish	20	\$27,000	\$1,350	0.16 %
27250	Clubhouse Furniture - Replace	10	\$8,500	\$850	0.10 %
27280	Clubhouse HVAC - Replace	20	\$16,000	\$800	0.09 %
27310	Kitchen - Remodel	30	\$9,000	\$300	0.04 %
27320	Kitchen Appliances - Replace	10	\$4,000	\$400	0.05 %
27330	Drinking Fountains - Replace	20	\$2,600	\$130	0.02 %
<b>Amenities</b>					

#	Component	Useful Life (yrs)	Current Cost Estimate	Deterioration Cost/Yr	Deterioration Significance
26030	Playground Cover - Refill/Replace	10	\$4,800	\$480	0.06 %
26050	Playground Equipment - Replace	20	\$95,000	\$4,750	0.56 %
26060	Picnic Tables/Benches - Replace	25	\$2,100	\$84	0.01 %
26150	Tennis Court Fencing - Replace	30	\$17,500	\$583	0.07 %
26160	Tennis Court Windscreen - Replace	10	\$1,900	\$190	0.02 %
26190	Sport Court - Replace	15	\$71,000	\$4,733	0.56 %
<b>Pool</b>					
21410	Sun Shades - Replace	12	\$10,500	\$875	0.10 %
28010	Bathrooms - Refurbish	20	\$27,000	\$1,350	0.16 %
28020	Pool Fence - Repair/Paint	5	\$4,500	\$900	0.11 %
28030	Pool Fence - Replace	30	\$31,500	\$1,050	0.12 %
28040	Pool Deck Furniture - Replace	10	\$126,500	\$12,650	1.49 %
28060	Deck - Resurface	5	\$9,000	\$1,800	0.21 %
28090	Coping Stones - Repair	24	\$23,500	\$979	0.12 %
28100	Pool - Re-Tile	24	\$13,000	\$542	0.06 %
28110	Pool - Resurface	12	\$90,000	\$7,500	0.88 %
28120	Wader Pool - Resurface	12	\$8,000	\$667	0.08 %
28170	Pool Heater - Replace	12	\$45,000	\$3,750	0.44 %
28180	Wader Heater - Replace	12	\$10,000	\$833	0.10 %
28190	Pool Filters - Replace	30	\$50,000	\$1,667	0.20 %
28200	Spa Filter - Replace	20	\$1,300	\$65	0.01 %
28220	Pool/Spa Pumps – Repair/Replace	15	\$7,450	\$497	0.06 %
28250	Diving Blocks - Replace	20	\$15,000	\$750	0.09 %
28270	Lifeguard Stands - Replace	15	\$2,500	\$167	0.02 %
63	Total Funded Components			\$849,230	100.00 %

**30-Year Reserve Plan Summary** **Report # 47446-0**  
**Full**

Fiscal Year Start: 2024

Interest: 4.00 %

Inflation: 3.00 %

Reserve Fund Strength: as-of Fiscal Year Start Date	Projected Reserve Balance Changes
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Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded	Special Assmt Risk	% Increase		Loan or Special Assmts	Interest Income	Reserve Expenses
					In Annual Reserve Funding	Reserve Funding			
2024	\$649,713	\$8,960,669	7.3 %	High	248.39 %	\$1,080,000	\$1,900,000	\$69,079	\$888,350
2025	\$2,810,442	\$9,189,195	30.6 %	Medium	3.00 %	\$1,112,400	\$0	\$125,863	\$554,655
2026	\$3,494,050	\$9,794,525	35.7 %	Medium	3.00 %	\$1,145,772	\$0	\$151,633	\$690,222
2027	\$4,101,234	\$10,305,409	39.8 %	Medium	3.00 %	\$1,180,145	\$0	\$182,071	\$444,740
2028	\$5,018,710	\$11,112,305	45.2 %	Medium	3.00 %	\$1,215,550	\$0	\$218,220	\$540,582
2029	\$5,911,898	\$11,873,366	49.8 %	Medium	3.00 %	\$1,252,016	\$0	\$255,965	\$510,486
2030	\$6,909,393	\$12,717,791	54.3 %	Medium	3.00 %	\$1,289,576	\$0	\$297,869	\$485,979
2031	\$8,010,859	\$13,643,212	58.7 %	Medium	3.00 %	\$1,328,264	\$0	\$310,600	\$2,102,654
2032	\$7,547,069	\$12,962,554	58.2 %	Medium	3.00 %	\$1,368,112	\$0	\$323,982	\$558,012
2033	\$8,681,150	\$13,884,731	62.5 %	Medium	3.00 %	\$1,409,155	\$0	\$366,707	\$769,816
2034	\$9,687,196	\$14,649,657	66.1 %	Medium	3.00 %	\$1,451,430	\$0	\$408,373	\$778,800
2035	\$10,768,199	\$15,462,516	69.6 %	Medium	3.00 %	\$1,494,973	\$0	\$444,113	\$1,229,892
2036	\$11,477,393	\$15,870,402	72.3 %	Low	3.00 %	\$1,539,822	\$0	\$480,313	\$916,051
2037	\$12,581,477	\$16,650,105	75.6 %	Low	3.00 %	\$1,586,016	\$0	\$532,273	\$619,721
2038	\$14,080,045	\$17,795,832	79.1 %	Low	3.00 %	\$1,633,597	\$0	\$590,950	\$783,975
2039	\$15,520,617	\$18,845,285	82.4 %	Low	3.00 %	\$1,682,605	\$0	\$650,795	\$776,335
2040	\$17,077,682	\$19,973,784	85.5 %	Low	3.00 %	\$1,733,083	\$0	\$715,025	\$787,911
2041	\$18,737,879	\$21,165,097	88.5 %	Low	3.00 %	\$1,785,075	\$0	\$411,696	\$19,050,722
2042	\$1,883,928	\$3,623,564	52.0 %	Medium	0.00 %	\$1,785,075	\$0	\$99,003	\$692,890
2043	\$3,075,116	\$4,507,724	68.2 %	Medium	0.00 %	\$1,785,075	\$0	\$147,110	\$713,677
2044	\$4,293,625	\$5,441,673	78.9 %	Low	0.00 %	\$1,785,075	\$0	\$187,142	\$1,185,531
2045	\$5,080,311	\$5,963,644	85.2 %	Low	0.00 %	\$1,785,075	\$0	\$227,484	\$778,533
2046	\$6,314,337	\$6,967,877	90.6 %	Low	0.00 %	\$1,785,075	\$0	\$268,365	\$1,239,719
2047	\$7,128,058	\$7,576,032	94.1 %	Low	0.00 %	\$1,785,075	\$0	\$310,409	\$803,250
2048	\$8,420,293	\$8,702,276	96.8 %	Low	0.00 %	\$1,785,075	\$0	\$357,335	\$1,084,089
2049	\$9,478,614	\$9,624,832	98.5 %	Low	0.00 %	\$1,785,075	\$0	\$396,973	\$1,254,906
2050	\$10,405,757	\$10,452,467	99.6 %	Low	0.00 %	\$1,785,075	\$0	\$421,123	\$1,923,679
2051	\$10,688,277	\$10,671,036	100.2 %	Low	0.00 %	\$1,785,075	\$0	\$445,775	\$1,278,574
2052	\$11,640,553	\$11,617,214	100.2 %	Low	0.00 %	\$1,785,075	\$0	\$487,920	\$1,114,221
2053	\$12,799,327	\$12,819,349	99.8 %	Low	0.00 %	\$1,785,075	\$0	\$538,290	\$959,122

## 30-Year Income/Expense Detail

Report # 47446-0

Full

Fiscal Year	2024	2025	2026	2027	2028
Starting Reserve Balance	\$649,713	\$2,810,442	\$3,494,050	\$4,101,234	\$5,018,710
Annual Reserve Funding	\$1,080,000	\$1,112,400	\$1,145,772	\$1,180,145	\$1,215,550
Recommended Special Assessments	\$1,900,000	\$0	\$0	\$0	\$0
Interest Earnings	\$69,079	\$125,863	\$151,633	\$182,071	\$218,220
Total Income	\$3,698,792	\$4,048,705	\$4,791,455	\$5,463,450	\$6,452,479
# Component					
<b>Sites &amp; Grounds</b>					
21050 Driveway Concrete - Repair - 5%	\$0	\$0	\$49,862	\$0	\$0
21090 Concrete Walkways - Repair - 1%	\$63,500	\$65,405	\$67,367	\$69,388	\$71,470
21130 Pavers (Roadways) - Replace - 5%	\$0	\$0	\$11,139	\$0	\$0
21190 Asphalt - Seal/Repair	\$23,500	\$0	\$0	\$0	\$26,449
21200 Streets - Resurface (Ph 1)	\$122,500	\$0	\$0	\$0	\$0
21200 Streets - Resurface (Ph 2)	\$0	\$97,850	\$0	\$0	\$0
21200 Streets - Resurface (Ph 3)	\$0	\$0	\$106,090	\$0	\$0
21300 Site Rail: Metal - Repair/Paint	\$1,850	\$0	\$0	\$0	\$0
21310 Site Rail: Metal - Replace	\$0	\$0	\$0	\$0	\$0
21340 Site Fencing: Wood Rail - Replace	\$0	\$0	\$0	\$0	\$0
21460 Trash Enclosures - Replace	\$3,000	\$0	\$0	\$0	\$0
21600 Mailbox Kiosks - Replace (2005)	\$0	\$0	\$0	\$0	\$0
21600 Mailbox Kiosks - Replace (2006)	\$0	\$0	\$0	\$0	\$0
21600 Mailbox Kiosks - Replace (2010-14)	\$0	\$0	\$0	\$0	\$0
21600 Mailbox Kiosks - Replace (2016-18)	\$0	\$0	\$0	\$0	\$0
21610 Sign/Monuments - Refurbish/Replace	\$0	\$0	\$0	\$0	\$0
21630 Flag Pole - Replace	\$0	\$0	\$0	\$0	\$0
21650 Street Lights - Replace	\$0	\$0	\$0	\$0	\$0
21651 Street Signs - Replace (Ph 1)	\$0	\$0	\$0	\$0	\$0
21651 Street Signs - Replace (Ph 2)	\$0	\$0	\$79,568	\$0	\$0
21700 Benches - Replace	\$0	\$0	\$0	\$0	\$0
21710 Trees - Trim/Remove	\$343,500	\$353,805	\$364,419	\$375,352	\$386,612
<b>Mechanical</b>					
25330 Surveillance System—Upgrade/Replace	\$9,750	\$0	\$0	\$0	\$0
25410 Fire Control Panel - Update/Replace	\$4,000	\$0	\$0	\$0	\$0
25570 Irrigation Clocks - Replace	\$0	\$0	\$0	\$0	\$0
25580 Irrigation System - Repair	\$0	\$0	\$0	\$0	\$0
25600 Backflow Devices - Replace	\$0	\$0	\$0	\$0	\$0
<b>Building Exteriors</b>					
23310 Wood Siding - Repair/Repaint	\$11,500	\$0	\$0	\$0	\$0
23320 Wood Siding - Replace	\$0	\$0	\$0	\$0	\$0
23600 Roof: Metal - Replace	\$0	\$0	\$0	\$0	\$0
23650 Gutters/Downspouts - Replace	\$0	\$0	\$0	\$0	\$0
<b>Clubhouse</b>					
27060 Clubhouse Windows - Replace	\$0	\$0	\$0	\$0	\$0
27110 Clubhouse Interior Walls - Repaint	\$5,000	\$0	\$0	\$0	\$0
27160 Clubhouse Wood Flooring - Replace	\$0	\$0	\$0	\$0	\$0
27180 Clubhouse Bathroom - Refurbish	\$27,000	\$0	\$0	\$0	\$0
27250 Clubhouse Furniture - Replace	\$8,500	\$0	\$0	\$0	\$0
27280 Clubhouse HVAC - Replace	\$16,000	\$0	\$0	\$0	\$0
27310 Kitchen - Remodel	\$0	\$0	\$0	\$0	\$0
27320 Kitchen Appliances - Replace	\$4,000	\$0	\$0	\$0	\$0
27330 Drinking Fountains - Replace	\$2,600	\$0	\$0	\$0	\$0
<b>Amenities</b>					
26030 Playground Cover - Refill/Replace	\$0	\$0	\$0	\$0	\$5,402
26050 Playground Equipment - Replace	\$0	\$0	\$0	\$0	\$0
26060 Picnic Tables/Benches - Replace	\$0	\$0	\$2,228	\$0	\$0
26150 Tennis Court Fencing - Replace	\$0	\$0	\$0	\$0	\$0
26160 Tennis Court Windscreen - Replace	\$1,900	\$0	\$0	\$0	\$0
26190 Sport Court - Replace	\$0	\$0	\$0	\$0	\$0
<b>Pool</b>					
21410 Sun Shades - Replace	\$0	\$0	\$0	\$0	\$0
28010 Bathrooms - Refurbish	\$0	\$0	\$0	\$0	\$0
28020 Pool Fence - Repair/Paint	\$4,500	\$0	\$0	\$0	\$0

<b>Fiscal Year</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
28030 Pool Fence - Replace	\$0	\$0	\$0	\$0	\$0
28040 Pool Deck Furniture - Replace	\$126,500	\$0	\$0	\$0	\$0
28060 Deck - Resurface	\$0	\$0	\$9,548	\$0	\$0
28090 Coping Stones - Repair	\$0	\$24,205	\$0	\$0	\$0
28100 Pool - Re-Tile	\$0	\$13,390	\$0	\$0	\$0
28110 Pool - Resurface	\$90,000	\$0	\$0	\$0	\$0
28120 Wader Pool - Resurface	\$8,000	\$0	\$0	\$0	\$0
28170 Pool Heater - Replace	\$0	\$0	\$0	\$0	\$50,648
28180 Wader Heater - Replace	\$0	\$0	\$0	\$0	\$0
28190 Pool Filters - Replace	\$0	\$0	\$0	\$0	\$0
28200 Spa Filter - Replace	\$1,300	\$0	\$0	\$0	\$0
28220 Pool/Spa Pumps – Repair/Replace	\$7,450	\$0	\$0	\$0	\$0
28250 Diving Blocks - Replace	\$0	\$0	\$0	\$0	\$0
28270 Lifeguard Stands - Replace	\$2,500	\$0	\$0	\$0	\$0
<b>Total Expenses</b>	<b>\$888,350</b>	<b>\$554,655</b>	<b>\$690,222</b>	<b>\$444,740</b>	<b>\$540,582</b>
<b>Ending Reserve Balance</b>	<b>\$2,810,442</b>	<b>\$3,494,050</b>	<b>\$4,101,234</b>	<b>\$5,018,710</b>	<b>\$5,911,898</b>

Fiscal Year	2029	2030	2031	2032	2033
Starting Reserve Balance	\$5,911,898	\$6,909,393	\$8,010,859	\$7,547,069	\$8,681,150
Annual Reserve Funding	\$1,252,016	\$1,289,576	\$1,328,264	\$1,368,112	\$1,409,155
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$255,965	\$297,869	\$310,600	\$323,982	\$366,707
Total Income	\$7,419,879	\$8,496,838	\$9,649,723	\$9,239,162	\$10,457,012
# Component					
<b>Sites &amp; Grounds</b>					
21050 Driveway Concrete - Repair - 5%	\$0	\$0	\$57,804	\$0	\$0
21090 Concrete Walkways - Repair - 1%	\$73,614	\$75,822	\$78,097	\$80,440	\$82,853
21130 Pavers (Roadways) - Replace - 5%	\$0	\$0	\$12,914	\$0	\$0
21190 Asphalt - Seal/Repair	\$0	\$0	\$0	\$29,769	\$0
21200 Streets - Resurface (Ph 1)	\$0	\$0	\$0	\$0	\$0
21200 Streets - Resurface (Ph 2)	\$0	\$0	\$0	\$0	\$0
21200 Streets - Resurface (Ph 3)	\$0	\$0	\$0	\$0	\$0
21300 Site Rail: Metal - Repair/Paint	\$2,145	\$0	\$0	\$0	\$0
21310 Site Rail: Metal - Replace	\$0	\$0	\$15,988	\$0	\$0
21340 Site Fencing: Wood Rail - Replace	\$0	\$0	\$43,046	\$0	\$0
21460 Trash Enclosures - Replace	\$0	\$0	\$0	\$0	\$0
21600 Mailbox Kiosks - Replace (2005)	\$0	\$0	\$0	\$0	\$0
21600 Mailbox Kiosks - Replace (2006)	\$0	\$0	\$0	\$0	\$0
21600 Mailbox Kiosks - Replace (2010-14)	\$0	\$0	\$0	\$0	\$0
21600 Mailbox Kiosks - Replace (2016-18)	\$0	\$0	\$0	\$0	\$0
21610 Sign/Monuments - Refurbish/Replace	\$0	\$0	\$578,041	\$0	\$0
21630 Flag Pole - Replace	\$0	\$0	\$3,997	\$0	\$0
21650 Street Lights - Replace	\$0	\$0	\$499,329	\$0	\$0
21651 Street Signs - Replace (Ph 1)	\$0	\$0	\$0	\$0	\$0
21651 Street Signs - Replace (Ph 2)	\$0	\$0	\$0	\$0	\$0
21700 Benches - Replace	\$0	\$0	\$12,053	\$0	\$0
21710 Trees - Trim/Remove	\$398,211	\$410,157	\$422,462	\$435,136	\$448,190
<b>Mechanical</b>					
25330 Surveillance System—Upgrade/Replace	\$0	\$0	\$0	\$0	\$0
25410 Fire Control Panel - Update/Replace	\$0	\$0	\$0	\$0	\$0
25570 Irrigation Clocks - Replace	\$0	\$0	\$0	\$0	\$0
25580 Irrigation System - Repair	\$0	\$0	\$0	\$0	\$0
25600 Backflow Devices - Replace	\$0	\$0	\$0	\$0	\$238,773
<b>Building Exteriors</b>					
23310 Wood Siding - Repair/Repaint	\$0	\$0	\$14,144	\$0	\$0
23320 Wood Siding - Replace	\$0	\$0	\$0	\$0	\$0
23600 Roof: Metal - Replace	\$0	\$0	\$108,229	\$0	\$0
23650 Gutters/Downspouts - Replace	\$0	\$0	\$3,198	\$0	\$0
<b>Clubhouse</b>					
27060 Clubhouse Windows - Replace	\$0	\$0	\$22,138	\$0	\$0
27110 Clubhouse Interior Walls - Repaint	\$0	\$0	\$0	\$0	\$0
27160 Clubhouse Wood Flooring - Replace	\$0	\$0	\$0	\$0	\$0
27180 Clubhouse Bathroom - Refurbish	\$0	\$0	\$0	\$0	\$0
27250 Clubhouse Furniture - Replace	\$0	\$0	\$0	\$0	\$0
27280 Clubhouse HVAC - Replace	\$0	\$0	\$0	\$0	\$0
27310 Kitchen - Remodel	\$0	\$0	\$11,069	\$0	\$0
27320 Kitchen Appliances - Replace	\$0	\$0	\$0	\$0	\$0
27330 Drinking Fountains - Replace	\$0	\$0	\$0	\$0	\$0
<b>Amenities</b>					
26030 Playground Cover - Refill/Replace	\$0	\$0	\$0	\$0	\$0
26050 Playground Equipment - Replace	\$0	\$0	\$0	\$0	\$0
26060 Picnic Tables/Benches - Replace	\$0	\$0	\$0	\$0	\$0
26150 Tennis Court Fencing - Replace	\$0	\$0	\$21,523	\$0	\$0
26160 Tennis Court Windscreen - Replace	\$0	\$0	\$0	\$0	\$0
26190 Sport Court - Replace	\$0	\$0	\$87,321	\$0	\$0
<b>Pool</b>					
21410 Sun Shades - Replace	\$0	\$0	\$0	\$0	\$0
28010 Bathrooms - Refurbish	\$31,300	\$0	\$0	\$0	\$0
28020 Pool Fence - Repair/Paint	\$5,217	\$0	\$0	\$0	\$0
28030 Pool Fence - Replace	\$0	\$0	\$38,741	\$0	\$0
28040 Pool Deck Furniture - Replace	\$0	\$0	\$0	\$0	\$0
28060 Deck - Resurface	\$0	\$0	\$11,069	\$0	\$0
28090 Coping Stones - Repair	\$0	\$0	\$0	\$0	\$0
28100 Pool - Re-Tile	\$0	\$0	\$0	\$0	\$0
28110 Pool - Resurface	\$0	\$0	\$0	\$0	\$0



<b>Fiscal Year</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>	<b>2032</b>	<b>2033</b>
28120 Wader Pool - Resurface	\$0	\$0	\$0	\$0	\$0
28170 Pool Heater - Replace	\$0	\$0	\$0	\$0	\$0
28180 Wader Heater - Replace	\$0	\$0	\$0	\$12,668	\$0
28190 Pool Filters - Replace	\$0	\$0	\$61,494	\$0	\$0
28200 Spa Filter - Replace	\$0	\$0	\$0	\$0	\$0
28220 Pool/Spa Pumps – Repair/Replace	\$0	\$0	\$0	\$0	\$0
28250 Diving Blocks - Replace	\$0	\$0	\$0	\$0	\$0
28270 Lifeguard Stands - Replace	\$0	\$0	\$0	\$0	\$0
<b>Total Expenses</b>	<b>\$510,486</b>	<b>\$485,979</b>	<b>\$2,102,654</b>	<b>\$558,012</b>	<b>\$769,816</b>
<b>Ending Reserve Balance</b>	<b>\$6,909,393</b>	<b>\$8,010,859</b>	<b>\$7,547,069</b>	<b>\$8,681,150</b>	<b>\$9,687,196</b>

Fiscal Year	2034	2035	2036	2037	2038
Starting Reserve Balance	\$9,687,196	\$10,768,199	\$11,477,393	\$12,581,477	\$14,080,045
Annual Reserve Funding	\$1,451,430	\$1,494,973	\$1,539,822	\$1,586,016	\$1,633,597
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$408,373	\$444,113	\$480,313	\$532,273	\$590,950
Total Income	\$11,546,999	\$12,707,285	\$13,497,528	\$14,699,766	\$16,304,592
<b># Component</b>					
<b>Sites &amp; Grounds</b>					
21050 Driveway Concrete - Repair - 5%	\$0	\$0	\$67,011	\$0	\$0
21090 Concrete Walkways - Repair - 1%	\$85,339	\$87,899	\$90,536	\$93,252	\$96,049
21130 Pavers (Roadways) - Replace - 5%	\$0	\$0	\$14,970	\$0	\$0
21190 Asphalt - Seal/Repair	\$0	\$0	\$33,505	\$0	\$0
21200 Streets - Resurface (Ph 1)	\$0	\$0	\$0	\$0	\$0
21200 Streets - Resurface (Ph 2)	\$0	\$0	\$0	\$0	\$0
21200 Streets - Resurface (Ph 3)	\$0	\$0	\$0	\$0	\$0
21300 Site Rail: Metal - Repair/Paint	\$2,486	\$0	\$0	\$0	\$0
21310 Site Rail: Metal - Replace	\$0	\$0	\$0	\$0	\$0
21340 Site Fencing: Wood Rail - Replace	\$0	\$0	\$0	\$0	\$0
21460 Trash Enclosures - Replace	\$0	\$0	\$0	\$0	\$0
21600 Mailbox Kiosks - Replace (2005)	\$0	\$126,657	\$0	\$0	\$0
21600 Mailbox Kiosks - Replace (2006)	\$0	\$0	\$67,724	\$0	\$0
21600 Mailbox Kiosks - Replace (2010-14)	\$0	\$0	\$0	\$0	\$0
21600 Mailbox Kiosks - Replace (2016-18)	\$0	\$0	\$0	\$0	\$0
21610 Sign/Monuments - Refurbish/Replace	\$0	\$0	\$0	\$0	\$0
21630 Flag Pole - Replace	\$0	\$0	\$0	\$0	\$0
21650 Street Lights - Replace	\$0	\$0	\$0	\$0	\$0
21651 Street Signs - Replace (Ph 1)	\$0	\$0	\$0	\$0	\$0
21651 Street Signs - Replace (Ph 2)	\$0	\$0	\$0	\$0	\$0
21700 Benches - Replace	\$0	\$0	\$0	\$0	\$0
21710 Trees - Trim/Remove	\$461,635	\$475,484	\$489,749	\$504,441	\$519,575
<b>Mechanical</b>					
25330 Surveillance System—Upgrade/Replace	\$13,103	\$0	\$0	\$0	\$0
25410 Fire Control Panel - Update/Replace	\$0	\$0	\$0	\$0	\$0
25570 Irrigation Clocks - Replace	\$0	\$539,851	\$0	\$0	\$0
25580 Irrigation System - Repair	\$0	\$0	\$0	\$0	\$0
25600 Backflow Devices - Replace	\$0	\$0	\$0	\$0	\$0
<b>Building Exteriors</b>					
23310 Wood Siding - Repair/Repaint	\$0	\$0	\$0	\$0	\$17,395
23320 Wood Siding - Replace	\$0	\$0	\$0	\$0	\$0
23600 Roof: Metal - Replace	\$0	\$0	\$0	\$0	\$0
23650 Gutters/Downspouts - Replace	\$0	\$0	\$0	\$0	\$0
<b>Clubhouse</b>					
27060 Clubhouse Windows - Replace	\$0	\$0	\$0	\$0	\$0
27110 Clubhouse Interior Walls - Repaint	\$6,720	\$0	\$0	\$0	\$0
27160 Clubhouse Wood Flooring - Replace	\$0	\$0	\$0	\$0	\$0
27180 Clubhouse Bathroom - Refurbish	\$0	\$0	\$0	\$0	\$0
27250 Clubhouse Furniture - Replace	\$11,423	\$0	\$0	\$0	\$0
27280 Clubhouse HVAC - Replace	\$0	\$0	\$0	\$0	\$0
27310 Kitchen - Remodel	\$0	\$0	\$0	\$0	\$0
27320 Kitchen Appliances - Replace	\$5,376	\$0	\$0	\$0	\$0
27330 Drinking Fountains - Replace	\$0	\$0	\$0	\$0	\$0
<b>Amenities</b>					
26030 Playground Cover - Refill/Replace	\$0	\$0	\$0	\$0	\$7,260
26050 Playground Equipment - Replace	\$0	\$0	\$0	\$0	\$143,696
26060 Picnic Tables/Benches - Replace	\$0	\$0	\$0	\$0	\$0
26150 Tennis Court Fencing - Replace	\$0	\$0	\$0	\$0	\$0
26160 Tennis Court Windscreen - Replace	\$2,553	\$0	\$0	\$0	\$0
26190 Sport Court - Replace	\$0	\$0	\$0	\$0	\$0
<b>Pool</b>					
21410 Sun Shades - Replace	\$14,111	\$0	\$0	\$0	\$0
28010 Bathrooms - Refurbish	\$0	\$0	\$0	\$0	\$0
28020 Pool Fence - Repair/Paint	\$6,048	\$0	\$0	\$0	\$0
28030 Pool Fence - Replace	\$0	\$0	\$0	\$0	\$0
28040 Pool Deck Furniture - Replace	\$170,005	\$0	\$0	\$0	\$0
28060 Deck - Resurface	\$0	\$0	\$12,832	\$0	\$0
28090 Coping Stones - Repair	\$0	\$0	\$0	\$0	\$0
28100 Pool - Re-Tile	\$0	\$0	\$0	\$0	\$0
28110 Pool - Resurface	\$0	\$0	\$128,318	\$0	\$0

<b>Fiscal Year</b>	<b>2034</b>	<b>2035</b>	<b>2036</b>	<b>2037</b>	<b>2038</b>
28120 Wader Pool - Resurface	\$0	\$0	\$11,406	\$0	\$0
28170 Pool Heater - Replace	\$0	\$0	\$0	\$0	\$0
28180 Wader Heater - Replace	\$0	\$0	\$0	\$0	\$0
28190 Pool Filters - Replace	\$0	\$0	\$0	\$0	\$0
28200 Spa Filter - Replace	\$0	\$0	\$0	\$0	\$0
28220 Pool/Spa Pumps – Repair/Replace	\$0	\$0	\$0	\$0	\$0
28250 Diving Blocks - Replace	\$0	\$0	\$0	\$22,028	\$0
28270 Lifeguard Stands - Replace	\$0	\$0	\$0	\$0	\$0
<b>Total Expenses</b>	<b>\$778,800</b>	<b>\$1,229,892</b>	<b>\$916,051</b>	<b>\$619,721</b>	<b>\$783,975</b>
<b>Ending Reserve Balance</b>	<b>\$10,768,199</b>	<b>\$11,477,393</b>	<b>\$12,581,477</b>	<b>\$14,080,045</b>	<b>\$15,520,617</b>

Fiscal Year	2039	2040	2041	2042	2043
Starting Reserve Balance	\$15,520,617	\$17,077,682	\$18,737,879	\$1,883,928	\$3,075,116
Annual Reserve Funding	\$1,682,605	\$1,733,083	\$1,785,075	\$1,785,075	\$1,785,075
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$650,795	\$715,025	\$411,696	\$99,003	\$147,110
Total Income	\$17,854,017	\$19,525,790	\$20,934,650	\$3,768,006	\$5,007,302
# Component					
<b>Sites &amp; Grounds</b>					
21050 Driveway Concrete - Repair - 5%	\$0	\$0	\$77,684	\$0	\$0
21090 Concrete Walkways - Repair - 1%	\$98,931	\$101,899	\$104,956	\$108,104	\$111,348
21130 Pavers (Roadways) - Replace - 5%	\$0	\$0	\$17,355	\$0	\$0
21190 Asphalt - Seal/Repair	\$0	\$37,711	\$0	\$0	\$0
21200 Streets - Resurface (Ph 1)	\$0	\$0	\$0	\$0	\$0
21200 Streets - Resurface (Ph 2)	\$0	\$0	\$0	\$0	\$0
21200 Streets - Resurface (Ph 3)	\$0	\$0	\$0	\$0	\$0
21300 Site Rail: Metal - Repair/Paint	\$2,882	\$0	\$0	\$0	\$0
21310 Site Rail: Metal - Replace	\$0	\$0	\$0	\$0	\$0
21340 Site Fencing: Wood Rail - Replace	\$0	\$0	\$0	\$0	\$0
21460 Trash Enclosures - Replace	\$0	\$0	\$0	\$0	\$0
21600 Mailbox Kiosks - Replace (2005)	\$0	\$0	\$0	\$0	\$0
21600 Mailbox Kiosks - Replace (2006)	\$0	\$0	\$0	\$0	\$0
21600 Mailbox Kiosks - Replace (2010-14)	\$0	\$24,873	\$0	\$0	\$0
21600 Mailbox Kiosks - Replace (2016-18)	\$0	\$0	\$0	\$0	\$0
21610 Sign/Monuments - Refurbish/Replace	\$0	\$0	\$0	\$0	\$0
21630 Flag Pole - Replace	\$0	\$0	\$0	\$0	\$0
21650 Street Lights - Replace	\$0	\$0	\$0	\$0	\$0
21651 Street Signs - Replace (Ph 1)	\$116,848	\$0	\$0	\$0	\$0
21651 Street Signs - Replace (Ph 2)	\$0	\$0	\$0	\$0	\$0
21700 Benches - Replace	\$0	\$0	\$0	\$0	\$0
21710 Trees - Trim/Remove	\$535,162	\$551,217	\$567,753	\$584,786	\$602,329
<b>Mechanical</b>					
25330 Surveillance System—Upgrade/Replace	\$0	\$0	\$0	\$0	\$0
25410 Fire Control Panel - Update/Replace	\$0	\$0	\$0	\$0	\$0
25570 Irrigation Clocks - Replace	\$0	\$0	\$0	\$0	\$0
25580 Irrigation System - Repair	\$0	\$0	\$18,181,324	\$0	\$0
25600 Backflow Devices - Replace	\$0	\$0	\$0	\$0	\$0
<b>Building Exteriors</b>					
23310 Wood Siding - Repair/Repaint	\$0	\$0	\$0	\$0	\$0
23320 Wood Siding - Replace	\$0	\$0	\$0	\$0	\$0
23600 Roof: Metal - Replace	\$0	\$0	\$0	\$0	\$0
23650 Gutters/Downspouts - Replace	\$0	\$0	\$0	\$0	\$0
<b>Clubhouse</b>					
27060 Clubhouse Windows - Replace	\$0	\$0	\$0	\$0	\$0
27110 Clubhouse Interior Walls - Repaint	\$0	\$0	\$0	\$0	\$0
27160 Clubhouse Wood Flooring - Replace	\$0	\$0	\$86,775	\$0	\$0
27180 Clubhouse Bathroom - Refurbish	\$0	\$0	\$0	\$0	\$0
27250 Clubhouse Furniture - Replace	\$0	\$0	\$0	\$0	\$0
27280 Clubhouse HVAC - Replace	\$0	\$0	\$0	\$0	\$0
27310 Kitchen - Remodel	\$0	\$0	\$0	\$0	\$0
27320 Kitchen Appliances - Replace	\$0	\$0	\$0	\$0	\$0
27330 Drinking Fountains - Replace	\$0	\$0	\$0	\$0	\$0
<b>Amenities</b>					
26030 Playground Cover - Refill/Replace	\$0	\$0	\$0	\$0	\$0
26050 Playground Equipment - Replace	\$0	\$0	\$0	\$0	\$0
26060 Picnic Tables/Benches - Replace	\$0	\$0	\$0	\$0	\$0
26150 Tennis Court Fencing - Replace	\$0	\$0	\$0	\$0	\$0
26160 Tennis Court Windscreen - Replace	\$0	\$0	\$0	\$0	\$0
26190 Sport Court - Replace	\$0	\$0	\$0	\$0	\$0
<b>Pool</b>					
21410 Sun Shades - Replace	\$0	\$0	\$0	\$0	\$0
28010 Bathrooms - Refurbish	\$0	\$0	\$0	\$0	\$0
28020 Pool Fence - Repair/Paint	\$7,011	\$0	\$0	\$0	\$0
28030 Pool Fence - Replace	\$0	\$0	\$0	\$0	\$0
28040 Pool Deck Furniture - Replace	\$0	\$0	\$0	\$0	\$0
28060 Deck - Resurface	\$0	\$0	\$14,876	\$0	\$0
28090 Coping Stones - Repair	\$0	\$0	\$0	\$0	\$0
28100 Pool - Re-Tile	\$0	\$0	\$0	\$0	\$0
28110 Pool - Resurface	\$0	\$0	\$0	\$0	\$0

<b>Fiscal Year</b>	<b>2039</b>	<b>2040</b>	<b>2041</b>	<b>2042</b>	<b>2043</b>
28120 Wader Pool - Resurface	\$0	\$0	\$0	\$0	\$0
28170 Pool Heater - Replace	\$0	\$72,212	\$0	\$0	\$0
28180 Wader Heater - Replace	\$0	\$0	\$0	\$0	\$0
28190 Pool Filters - Replace	\$0	\$0	\$0	\$0	\$0
28200 Spa Filter - Replace	\$0	\$0	\$0	\$0	\$0
28220 Pool/Spa Pumps – Repair/Replace	\$11,607	\$0	\$0	\$0	\$0
28250 Diving Blocks - Replace	\$0	\$0	\$0	\$0	\$0
28270 Lifeguard Stands - Replace	\$3,895	\$0	\$0	\$0	\$0
<b>Total Expenses</b>	<b>\$776,335</b>	<b>\$787,911</b>	<b>\$19,050,722</b>	<b>\$692,890</b>	<b>\$713,677</b>
<b>Ending Reserve Balance</b>	<b>\$17,077,682</b>	<b>\$18,737,879</b>	<b>\$1,883,928</b>	<b>\$3,075,116</b>	<b>\$4,293,625</b>

Fiscal Year	2044	2045	2046	2047	2048
Starting Reserve Balance	\$4,293,625	\$5,080,311	\$6,314,337	\$7,128,058	\$8,420,293
Annual Reserve Funding	\$1,785,075	\$1,785,075	\$1,785,075	\$1,785,075	\$1,785,075
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$187,142	\$227,484	\$268,365	\$310,409	\$357,335
Total Income	\$6,265,842	\$7,092,870	\$8,367,777	\$9,223,542	\$10,562,703
<b># Component</b>					
<b>Sites &amp; Grounds</b>					
21050 Driveway Concrete - Repair - 5%	\$0	\$0	\$90,057	\$0	\$0
21090 Concrete Walkways - Repair - 1%	\$114,688	\$118,129	\$121,673	\$125,323	\$129,082
21130 Pavers (Roadways) - Replace - 5%	\$0	\$0	\$20,119	\$0	\$0
21190 Asphalt - Seal/Repair	\$42,444	\$0	\$0	\$0	\$47,771
21200 Streets - Resurface (Ph 1)	\$0	\$0	\$0	\$0	\$0
21200 Streets - Resurface (Ph 2)	\$0	\$0	\$0	\$0	\$0
21200 Streets - Resurface (Ph 3)	\$0	\$0	\$0	\$0	\$0
21300 Site Rail: Metal - Repair/Paint	\$3,341	\$0	\$0	\$0	\$0
21310 Site Rail: Metal - Replace	\$0	\$0	\$0	\$0	\$0
21340 Site Fencing: Wood Rail - Replace	\$0	\$0	\$0	\$0	\$0
21460 Trash Enclosures - Replace	\$5,418	\$0	\$0	\$0	\$0
21600 Mailbox Kiosks - Replace (2005)	\$0	\$0	\$0	\$0	\$0
21600 Mailbox Kiosks - Replace (2006)	\$0	\$0	\$0	\$0	\$0
21600 Mailbox Kiosks - Replace (2010-14)	\$0	\$0	\$0	\$0	\$0
21600 Mailbox Kiosks - Replace (2016-18)	\$0	\$0	\$32,574	\$0	\$0
21610 Sign/Monuments - Refurbish/Replace	\$0	\$0	\$0	\$0	\$0
21630 Flag Pole - Replace	\$0	\$0	\$0	\$0	\$0
21650 Street Lights - Replace	\$0	\$0	\$0	\$0	\$0
21651 Street Signs - Replace (Ph 1)	\$0	\$0	\$0	\$0	\$0
21651 Street Signs - Replace (Ph 2)	\$0	\$0	\$143,708	\$0	\$0
21700 Benches - Replace	\$0	\$0	\$0	\$0	\$0
21710 Trees - Trim/Remove	\$620,399	\$639,011	\$658,182	\$677,927	\$698,265
<b>Mechanical</b>					
25330 Surveillance System—Upgrade/Replace	\$17,610	\$0	\$0	\$0	\$0
25410 Fire Control Panel - Update/Replace	\$7,224	\$0	\$0	\$0	\$0
25570 Irrigation Clocks - Replace	\$0	\$0	\$0	\$0	\$0
25580 Irrigation System - Repair	\$0	\$0	\$0	\$0	\$0
25600 Backflow Devices - Replace	\$0	\$0	\$0	\$0	\$0
<b>Building Exteriors</b>					
23310 Wood Siding - Repair/Repaint	\$0	\$21,393	\$0	\$0	\$0
23320 Wood Siding - Replace	\$0	\$0	\$0	\$0	\$0
23600 Roof: Metal - Replace	\$0	\$0	\$0	\$0	\$0
23650 Gutters/Downspouts - Replace	\$0	\$0	\$0	\$0	\$0
<b>Clubhouse</b>					
27060 Clubhouse Windows - Replace	\$0	\$0	\$0	\$0	\$0
27110 Clubhouse Interior Walls - Repaint	\$9,031	\$0	\$0	\$0	\$0
27160 Clubhouse Wood Flooring - Replace	\$0	\$0	\$0	\$0	\$0
27180 Clubhouse Bathroom - Refurbish	\$48,765	\$0	\$0	\$0	\$0
27250 Clubhouse Furniture - Replace	\$15,352	\$0	\$0	\$0	\$0
27280 Clubhouse HVAC - Replace	\$28,898	\$0	\$0	\$0	\$0
27310 Kitchen - Remodel	\$0	\$0	\$0	\$0	\$0
27320 Kitchen Appliances - Replace	\$7,224	\$0	\$0	\$0	\$0
27330 Drinking Fountains - Replace	\$4,696	\$0	\$0	\$0	\$0
<b>Amenities</b>					
26030 Playground Cover - Refill/Replace	\$0	\$0	\$0	\$0	\$9,757
26050 Playground Equipment - Replace	\$0	\$0	\$0	\$0	\$0
26060 Picnic Tables/Benches - Replace	\$0	\$0	\$0	\$0	\$0
26150 Tennis Court Fencing - Replace	\$0	\$0	\$0	\$0	\$0
26160 Tennis Court Windscreen - Replace	\$3,432	\$0	\$0	\$0	\$0
26190 Sport Court - Replace	\$0	\$0	\$136,043	\$0	\$0
<b>Pool</b>					
21410 Sun Shades - Replace	\$0	\$0	\$20,119	\$0	\$0
28010 Bathrooms - Refurbish	\$0	\$0	\$0	\$0	\$0
28020 Pool Fence - Repair/Paint	\$8,128	\$0	\$0	\$0	\$0
28030 Pool Fence - Replace	\$0	\$0	\$0	\$0	\$0
28040 Pool Deck Furniture - Replace	\$228,473	\$0	\$0	\$0	\$0
28060 Deck - Resurface	\$0	\$0	\$17,245	\$0	\$0
28090 Coping Stones - Repair	\$0	\$0	\$0	\$0	\$0
28100 Pool - Re-Tile	\$0	\$0	\$0	\$0	\$0
28110 Pool - Resurface	\$0	\$0	\$0	\$0	\$182,951

<b>Fiscal Year</b>	<b>2044</b>	<b>2045</b>	<b>2046</b>	<b>2047</b>	<b>2048</b>
28120 Wader Pool - Resurface	\$0	\$0	\$0	\$0	\$16,262
28170 Pool Heater - Replace	\$0	\$0	\$0	\$0	\$0
28180 Wader Heater - Replace	\$18,061	\$0	\$0	\$0	\$0
28190 Pool Filters - Replace	\$0	\$0	\$0	\$0	\$0
28200 Spa Filter - Replace	\$2,348	\$0	\$0	\$0	\$0
28220 Pool/Spa Pumps – Repair/Replace	\$0	\$0	\$0	\$0	\$0
28250 Diving Blocks - Replace	\$0	\$0	\$0	\$0	\$0
28270 Lifeguard Stands - Replace	\$0	\$0	\$0	\$0	\$0
<b>Total Expenses</b>	<b>\$1,185,531</b>	<b>\$778,533</b>	<b>\$1,239,719</b>	<b>\$803,250</b>	<b>\$1,084,089</b>
<b>Ending Reserve Balance</b>	<b>\$5,080,311</b>	<b>\$6,314,337</b>	<b>\$7,128,058</b>	<b>\$8,420,293</b>	<b>\$9,478,614</b>

Fiscal Year	2049	2050	2051	2052	2053
Starting Reserve Balance	\$9,478,614	\$10,405,757	\$10,688,277	\$11,640,553	\$12,799,327
Annual Reserve Funding	\$1,785,075	\$1,785,075	\$1,785,075	\$1,785,075	\$1,785,075
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$396,973	\$421,123	\$445,775	\$487,920	\$538,290
Total Income	\$11,660,663	\$12,611,956	\$12,919,127	\$13,913,548	\$15,122,692
# Component					
<b>Sites &amp; Grounds</b>					
21050 Driveway Concrete - Repair - 5%	\$0	\$0	\$104,401	\$0	\$0
21090 Concrete Walkways - Repair - 1%	\$132,955	\$136,944	\$141,052	\$145,283	\$149,642
21130 Pavers (Roadways) - Replace - 5%	\$0	\$0	\$23,324	\$0	\$0
21190 Asphalt - Seal/Repair	\$0	\$0	\$0	\$53,766	\$0
21200 Streets - Resurface (Ph 1)	\$256,488	\$0	\$0	\$0	\$0
21200 Streets - Resurface (Ph 2)	\$0	\$204,876	\$0	\$0	\$0
21200 Streets - Resurface (Ph 3)	\$0	\$0	\$222,129	\$0	\$0
21300 Site Rail: Metal - Repair/Paint	\$3,873	\$0	\$0	\$0	\$0
21310 Site Rail: Metal - Replace	\$0	\$0	\$0	\$0	\$0
21340 Site Fencing: Wood Rail - Replace	\$0	\$0	\$0	\$0	\$0
21460 Trash Enclosures - Replace	\$0	\$0	\$0	\$0	\$0
21600 Mailbox Kiosks - Replace (2005)	\$0	\$0	\$0	\$0	\$0
21600 Mailbox Kiosks - Replace (2006)	\$0	\$0	\$0	\$0	\$0
21600 Mailbox Kiosks - Replace (2010-14)	\$0	\$0	\$0	\$0	\$0
21600 Mailbox Kiosks - Replace (2016-18)	\$0	\$0	\$0	\$0	\$0
21610 Sign/Monuments - Refurbish/Replace	\$0	\$0	\$0	\$0	\$0
21630 Flag Pole - Replace	\$0	\$0	\$0	\$0	\$0
21650 Street Lights - Replace	\$0	\$0	\$0	\$0	\$0
21651 Street Signs - Replace (Ph 1)	\$0	\$0	\$0	\$0	\$0
21651 Street Signs - Replace (Ph 2)	\$0	\$0	\$0	\$0	\$0
21700 Benches - Replace	\$0	\$0	\$0	\$0	\$0
21710 Trees - Trim/Remove	\$719,213	\$740,789	\$763,013	\$785,903	\$809,480
<b>Mechanical</b>					
25330 Surveillance System—Upgrade/Replace	\$0	\$0	\$0	\$0	\$0
25410 Fire Control Panel - Update/Replace	\$0	\$0	\$0	\$0	\$0
25570 Irrigation Clocks - Replace	\$0	\$841,071	\$0	\$0	\$0
25580 Irrigation System - Repair	\$0	\$0	\$0	\$0	\$0
25600 Backflow Devices - Replace	\$0	\$0	\$0	\$0	\$0
<b>Building Exteriors</b>					
23310 Wood Siding - Repair/Repaint	\$0	\$0	\$0	\$26,311	\$0
23320 Wood Siding - Replace	\$0	\$0	\$0	\$0	\$0
23600 Roof: Metal - Replace	\$0	\$0	\$0	\$0	\$0
23650 Gutters/Downspouts - Replace	\$0	\$0	\$0	\$0	\$0
<b>Clubhouse</b>					
27060 Clubhouse Windows - Replace	\$0	\$0	\$0	\$0	\$0
27110 Clubhouse Interior Walls - Repaint	\$0	\$0	\$0	\$0	\$0
27160 Clubhouse Wood Flooring - Replace	\$0	\$0	\$0	\$0	\$0
27180 Clubhouse Bathroom - Refurbish	\$0	\$0	\$0	\$0	\$0
27250 Clubhouse Furniture - Replace	\$0	\$0	\$0	\$0	\$0
27280 Clubhouse HVAC - Replace	\$0	\$0	\$0	\$0	\$0
27310 Kitchen - Remodel	\$0	\$0	\$0	\$0	\$0
27320 Kitchen Appliances - Replace	\$0	\$0	\$0	\$0	\$0
27330 Drinking Fountains - Replace	\$0	\$0	\$0	\$0	\$0
<b>Amenities</b>					
26030 Playground Cover - Refill/Replace	\$0	\$0	\$0	\$0	\$0
26050 Playground Equipment - Replace	\$0	\$0	\$0	\$0	\$0
26060 Picnic Tables/Benches - Replace	\$0	\$0	\$4,665	\$0	\$0
26150 Tennis Court Fencing - Replace	\$0	\$0	\$0	\$0	\$0
26160 Tennis Court Windscreen - Replace	\$0	\$0	\$0	\$0	\$0
26190 Sport Court - Replace	\$0	\$0	\$0	\$0	\$0
<b>Pool</b>					
21410 Sun Shades - Replace	\$0	\$0	\$0	\$0	\$0
28010 Bathrooms - Refurbish	\$56,532	\$0	\$0	\$0	\$0
28020 Pool Fence - Repair/Paint	\$9,422	\$0	\$0	\$0	\$0
28030 Pool Fence - Replace	\$0	\$0	\$0	\$0	\$0
28040 Pool Deck Furniture - Replace	\$0	\$0	\$0	\$0	\$0
28060 Deck - Resurface	\$0	\$0	\$19,992	\$0	\$0
28090 Coping Stones - Repair	\$49,204	\$0	\$0	\$0	\$0
28100 Pool - Re-Tile	\$27,219	\$0	\$0	\$0	\$0
28110 Pool - Resurface	\$0	\$0	\$0	\$0	\$0



<b>Fiscal Year</b>	<b>2049</b>	<b>2050</b>	<b>2051</b>	<b>2052</b>	<b>2053</b>
28120 Wader Pool - Resurface	\$0	\$0	\$0	\$0	\$0
28170 Pool Heater - Replace	\$0	\$0	\$0	\$102,957	\$0
28180 Wader Heater - Replace	\$0	\$0	\$0	\$0	\$0
28190 Pool Filters - Replace	\$0	\$0	\$0	\$0	\$0
28200 Spa Filter - Replace	\$0	\$0	\$0	\$0	\$0
28220 Pool/Spa Pumps – Repair/Replace	\$0	\$0	\$0	\$0	\$0
28250 Diving Blocks - Replace	\$0	\$0	\$0	\$0	\$0
28270 Lifeguard Stands - Replace	\$0	\$0	\$0	\$0	\$0
<b>Total Expenses</b>	<b>\$1,254,906</b>	<b>\$1,923,679</b>	<b>\$1,278,574</b>	<b>\$1,114,221</b>	<b>\$959,122</b>
<b>Ending Reserve Balance</b>	<b>\$10,405,757</b>	<b>\$10,688,277</b>	<b>\$11,640,553</b>	<b>\$12,799,327</b>	<b>\$14,163,570</b>



## Accuracy, Limitations, and Disclosures

Association Reserves and its employees have no ownership, management, or other business relationships with the client other than this Reserve Study engagement. Bryan Farley, R.S., president of the Colorado LLC, is a credentialed Reserve Specialist (#260). All work done by Association Reserves is performed under his Responsible Charge and is performed in accordance with National Reserve Study Standards (NRSS). There are no material issues to our knowledge that have not been disclosed to the client that would cause a distortion of the client's situation. Per NRSS, information provided by official representative(s) of the client, vendors, and suppliers regarding financial details, component physical details and/or quantities, or historical issues/conditions will be deemed reliable, and is not intended to be used for the purpose of any type of audit, quality/forensic analysis, or background checks of historical records. As such, information provided to us has not been audited or independently verified. Estimates for interest and inflation have been included, because including such estimates are more accurate than ignoring them completely. When we are hired to prepare Update reports, the client is considered to have deemed those previously developed component quantities as accurate and reliable, whether established by our firm or other individuals/firms (unless specifically mentioned in our Site Inspection Notes). During inspections our company standard is to establish measurements within 5% accuracy, and our scope includes visual inspection of accessible areas and components and does not include any destructive or other testing. Our work is done only for budget purposes. Uses or expectations outside our expertise and scope of work include, but are not limited to, project audit, quality inspection, and the identification of construction defects, hazardous materials, or dangerous conditions. Identifying hidden issues such as but not limited to plumbing or electrical problems are also outside our scope of work. Our estimates assume proper original installation & construction, adherence to recommended preventive maintenance, a stable economic environment, and do not consider frequency or severity of natural disasters. Our opinions of component Useful Life, Remaining Useful Life, and current or future cost estimates are not a warranty or guarantee of actual costs or timing. Because the physical and financial status of the property, legislation, the economy, weather, owner expectations, and usage are all in a continual state of change over which we have no control, we do not expect that the events projected in this document will all occur exactly as planned. This Reserve Study is by nature a "one-year" document in need of being updated annually so that more accurate estimates can be incorporated. It is only because a long-term perspective improves the accuracy of near-term planning that this Report projects expenses into the future. We fully expect a number of adjustments will be necessary through the interim years to the cost and timing of expense projections and the funding necessary to prepare for those estimated expenses.



## Terms and Definitions

<b>BTU</b>	British Thermal Unit (a standard unit of energy)
<b>DIA</b>	Diameter
<b>GSF</b>	Gross Square Feet (area). Equivalent to Square Feet
<b>GSY</b>	Gross Square Yards (area). Equivalent to Square Yards
<b>HP</b>	Horsepower
<b>LF</b>	Linear Feet (length)
<b>Effective Age</b>	The difference between Useful Life and Remaining Useful Life. Note that this is not necessarily equivalent to the chronological age of the component.
<b>Fully Funded Balance (FFB)</b>	The value of the deterioration of the Reserve Components. This is the fraction of life "used up" of each component multiplied by its estimated Current Replacement. While calculated for each component, it is summed together for an association total.
<b>Inflation</b>	Cost factors are adjusted for inflation at the rate defined in the Executive Summary and compounded annually. These increasing costs can be seen as you follow the recurring cycles of a component on the "30-yr Income/Expense Detail" table.
<b>Interest</b>	Interest earnings on Reserve Funds are calculated using the average balance for the year (taking into account income and expenses through the year) and compounded monthly using the rate defined in the Executive Summary. Annual interest earning assumption appears in the Executive Summary.
<b>Percent Funded</b>	The ratio, at a particular point in time (the first day of the Fiscal Year), of the actual (or projected) Reserve Balance to the Fully Funded Balance, expressed as a percentage.
<b>Remaining Useful Life (RUL)</b>	The estimated time, in years, that a common area component can be expected to continue to serve its intended function.
<b>Useful Life (UL)</b>	The estimated time, in years, that a common area component can be expected to serve its intended function.



## Component Details

The primary purpose of the photographic appendix is to provide the reader with the basis of our funding assumptions resulting from our physical analysis and subsequent research. The photographs herein represent a wide range of elements that were observed and measured against National Reserve Study Standards to determine if they meet the criteria for reserve funding: 1) Common area maintenance, repair & replacement reasonability 2) Components must have a limited life 3) Life limit must be predictable 4) Above a minimum threshold cost (board's discretion – typically ½ to 1% of annual operating expenses). Some components are recommended for reserve funding, while others are not. The components that meet these criteria in our judgment are shown with corresponding maintenance, repair or replacement cycles to the left of the photo (UL = Useful Life or how often the project is expected to occur, RUL = Remaining Useful Life or how many years from our reporting period) and a representative market cost range termed “Best Cost” and “Worst Cost” below the photo. There are many factors that can result in a wide variety of potential costs; we are attempting to represent a market average for budget purposes. Where there is no UL, the component is expected to be a one-time expense. Where no pricing, the component is deemed inappropriate for Reserve Funding.

## Sites & Grounds

**Comp #: 21050 Driveway Concrete - Repair - 5%**

**Quantity: 5% of ~ 54000 GSF**

Location: Common Areas

Funded?: Yes.

History:

Comments: Concrete driveways determined to be in fair condition typically may exhibit small changes in slope and narrow "hair-line" wide cracks. Overall no unusual or extreme signs of age noted. Driveways are reported to be the maintenance and repair responsibility of the client. Although complete replacement of all areas together should not be required conditions observed merit inclusion of an allowance for ongoing repairs and partial replacements. Exposure to sunlight weather and frequent vehicle traffic can lead to larger more frequent repairs especially for older properties. Inspect all areas periodically to identify trip hazards or other safety issues. Timeline and cost ranges shown here should be re-evaluated during future Reserve Study updates.

Useful Life:  
5 years

Remaining Life:  
2 years



Best Case: \$ 40,000

Worst Case: \$ 54,000

Cost Source: Allowance

**Comp #: 21090 Concrete Walkways - Repair - 1%**

**Quantity: 1% of ~ 384000 GSF**

Location: Common Areas

Funded?: Yes.

History:

Comments: Concrete sidewalks determined to be in fair condition typically exhibit minor changes in slope and a moderate percentage of cracking and surface wear. Trip hazards may be increasing in frequency and severity and should be closely monitored to prevent further risks. The Rocky Mountain Region is home to expansive soils. One of the causes of concrete damage in this type of soil moisture. Expansive soils tend to swell in size when wet and contract as they dry out. As the soil expands and contracts it can create enough force to cause major damage to sidewalks. Repair any trip and fall hazards immediately to ensure safety. As routine maintenance inspect regularly pressure wash for appearance and repair promptly as needed to prevent water penetrating into the base and causing further damage. In our experience larger repair/replacement expenses emerge as the community ages. Although difficult to predict timing cost and scope we suggest a rotating funding allowance to supplement the operating/maintenance budget for periodic larger repairs. Adjust as conditions actual expense patterns dictate within future reserve study updates.

Useful Life:  
1 years

Remaining Life:  
0 years



Best Case: \$ 50,000

Worst Case: \$ 77,000

Cost Source: Allowance

**Comp #: 21100 Site Drainage System - Clean/Repair**

**Quantity: ~ (10) Stormwater Ponds**

Location: Common Areas

Funded?: No.

History:

Comments: No access to inspect in-ground drainage infrastructure. Annual preventive maintenance work is typically performed as part of an client's general maintenance/operating fund. Under normal circumstances, site drainage components are constructed of very durable materials which should have a very long useful life (often assumed to be 50 years or more). Repairs may occasionally be required, but timing and scope of work is too unpredictable for Reserve funding in accordance with National Reserve Study Standards. If there are specific, known concerns with drainage system, we recommend further investigation using cameras or other means to document and identify conditions. Some clients consult with civil and/or geotechnical engineers in order to develop scopes of work for repair/replacement. If more comprehensive analysis becomes available, findings should be incorporated into Reserve Study updates as appropriate.

While we cannot include funding for this component due to the unpredictable timing and cost of potential repairs and/or replacement that does not mean there will be zero costs related to the component in the future. A report done by IMEG estimated \$200k in maintenance/projects will be needed.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:

**Comp #: 21130 Pavers (Roadways) - Replace - 5%**

**Quantity: 5% of ~ 7000 GSF**

Location: Common Areas

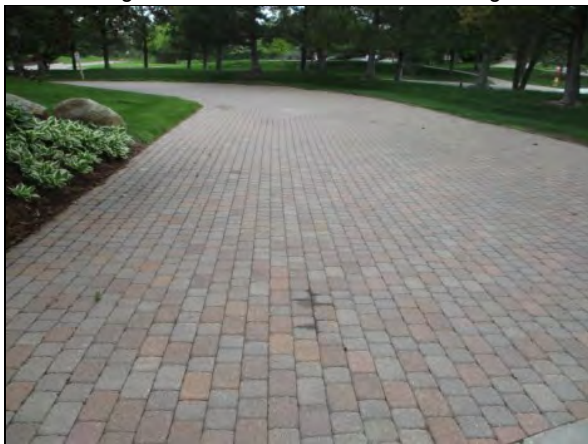
Funded?: Yes.

History:

Comments: Paver sections determined to be in fair condition typically exhibit some amount of minor displacement lifting and tripping hazards most often in high-traffic areas. Signs of wear and age are evident but not advanced. Overall appear to be aging normally. As routine maintenance the paver system should be inspected to identify any physical issues such as lifting cracking and excessive surface wear. At long intervals sunlight weather and vehicle traffic can degrade the condition of the material requiring replacement for structural and/or aesthetic reasons. Schedule shown here may be updated based on the aesthetic preferences of the client and standards in the local area. In general we do not recommend sealing concrete pavers.

Useful Life:  
5 years

Remaining Life:  
2 years



Best Case: \$ 8,000

Worst Case: \$ 13,000

Cost Source: Allowance



**Comp #: 21190 Asphalt - Seal/Repair**

**Quantity: ~ 94000 GSF**

Location: Common Areas

Funded?: Yes.

History:

Comments: Asphalt seal was observed to be in poor condition at the time of the inspection. The seal appeared to be weathered and faded. Exposed aggregate and a gravelly texture was noted. Plan to seal the asphalt soon. Regular cycles of seal coating (along with any needed repair) has proven to be the best program in our opinion for the long term care of lower traffic asphalt areas such as these. The primary reason to seal coat asphalt pavement is to protect the pavement from the deteriorating effects of sun and water. When asphalt pavement is exposed, the asphalt oxidizes, or hardens which causes the pavement to become more brittle. As a result, the pavement will be more likely to crack because it is unable to bend and flex when subjected to traffic and temperature changes. A seal coat combats this situation by providing a waterproof membrane, which not only slows down the oxidation process but also helps the pavement to shed water, preventing it from entering the base material. Seal coat also provides uniform appearance, concealing the inevitable patching and repairs which accumulate over time. Seal coat ultimately extends useful life of asphalt, postponing the asphalt resurfacing, which can be one of the larger cost items in this study (see component #21200 for asphalt resurfacing costs). Repair asphalt before seal coating. Surface preparation and dry weather, during and following application, is key to lasting performance. The ideal conditions are a warm, sunny day with low humidity rain can cause major problems when seal coating and should never be done when showers are threatening. Incorporate any striping and curb repair into this project. Fill cracks and clean oil stains promptly in between cycles as routine maintenance. Prior to a seal coat application, the areas will be cleaned with push blowers and wire brooms. Be aware that sealcoat will not adhere to heavily saturated oil spots. Vendors typically recommend infrared patching on areas with saturated oil spots to ensure adherence of sealcoat.

Useful Life:  
4 years

Remaining Life:  
0 years



Best Case: \$ 19,000

Worst Case: \$ 28,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 21200 Streets - Resurface (Ph 1)**

**Quantity: ~ 50000 GSF**

Location:

Funded?: Yes.

History:

Comments: Street Concrete and Asphalt resurfacing phasing plan and cost is based on report provided by IMEG. The client is reportedly utilizing the "regional" phasing plan from the IMEG report.

The phase includes: Irish Drive 1 (19,680), Irish Drive 2 (3,630), Indore Place (3,720), Dry Creek Place. (3,900), Blue Spruce Place (2,400), Limber Pine Lane (2,000), Eaton Park Parkway (5,600), Glasgow Drive 6 (2,900), Glasgow Drive 7 (2,400), E Moraine Place (3,770).

Asphalt pavement determined to be in fair condition typically exhibits a mostly uniform surface but with minor to moderate raveling and surface wear. If present crack patterns are normal for the age of the asphalt and not extreme and there are no signs of advanced deterioration such as large block cracking patterns "alligatoring" or potholes. Overall appears to be aging normally and still up to an appropriate aesthetic standard. Useful life below assumes regular seal coating and repairs. The lack of seal coating and repairs can greatly decrease the asphalt's useful life. Resurfacing is typically one of the larger expense items in a reserve study. When need to resurface is apparent within a couple of years consult with geotechnical engineer for recommendations specifications / scope of work and project oversight. As routine maintenance keep surfaces clean and free of debris ensure that drains are free flowing repair cracks and clean oil stains promptly. Assuming proactive maintenance plan to resurface at roughly the time frame below. If regular maintenance and sealing is deferred client may need more extensive repair and replacement projects. Funding below assumes that asphalt has adequate subgrade as well as asphalt fill depth. If fill depth is less than 2" client may need to consider a remove and replacement project which can increase costs by 50% or more. Further resources: Pavement Surface Condition Field Rating Manual for Asphalt Pavement. <http://co-asphalt.com/resources/maintenance-and-preservation/>

Useful Life:  
25 years

Remaining Life:  
0 years



Best Case: \$ 110,000

Worst Case: \$ 135,000

Cost Source: Estimate Provided by Client

**Comp #: 21200 Streets - Resurface (Ph 2)**

**Quantity: ~ 42900 GSF**

Location: Common Areas

Funded?: Yes.

History:

Comments: Phase two includes: S Catawba Way (4,810), Briarwood Drive-Spur (2,100), Biloxi Court N (4,200), Algonquian Court (5,040), Biloxi Court S (4,620), Ottawa Drive S (4,940), Ottawa Drive N (4,550), Irvington Court (4,300), Gold Bug Court (3,300),

Asphalt pavement determined to be in fair condition typically exhibits a mostly uniform surface but with minor to moderate raveling and surface wear. If present crack patterns are normal for the age of the asphalt and not extreme and there are no signs of advanced deterioration such as large block cracking patterns "alligatoring" or potholes. Overall appears to be aging normally and still up to an appropriate aesthetic standard. Useful life below assumes regular seal coating and repairs. The lack of seal coating and repairs can greatly decrease the asphalt's useful life. Resurfacing is typically one of the larger expense items in a reserve study. When need to resurface is apparent within a couple of years consult with geotechnical engineer for recommendations specifications / scope of work and project oversight. As routine maintenance keep surfaces clean and free of debris ensure that drains are free flowing repair cracks and clean oil stains promptly. Assuming proactive maintenance plan to resurface at roughly the time frame below. If regular maintenance and sealing is deferred client may need more extensive repair and replacement projects. Funding below assumes that asphalt has adequate subgrade as well as asphalt fill depth. If fill depth is less than 2" client may need to consider a remove and replacement project which can increase costs by 50% or more. Further resources: Pavement Surface Condition Field Rating Manual for Asphalt Pavement. <http://co-asphalt.com/resources/maintenance-and-preservation/>

Useful Life:  
25 years

Remaining Life:  
1 years



Best Case: \$ 85,000

Worst Case: \$ 105,000

Cost Source: Estimate Provided by Client

**Comp #: 21200 Streets - Resurface (Ph 3)**

**Quantity: ~ 28250 GSF**

Location: Common Areas

Funded?: Yes.

History:

Comments: Phase three includes: Buchanan Court (14,420), Gasglow Circle 1 (2,530), Glasgow Drive 2 (2,880), Glasgow Drive 3 (2,420), Glasgow Drive 4 (3,600), Glasgow Drive 5 (2,400). These are the concrete streets

Useful Life:  
25 years

Remaining Life:  
2 years



Best Case: \$ 90,000

Worst Case: \$ 110,000

Cost Source: Estimate Provided by Client

**Comp #: 21300 Site Rail: Metal - Repair/Paint**

**Quantity: ~ 260 LF**

Location: Common Areas

Funded?: Yes.

History:

Comments: Metal railing appeared in generally but based on reports ag client should be prepared to repaint soon. Metal rail determined to be in fair condition typically exhibits a finish coat or surface which is mostly uniform but exhibits minor to moderate corrosion or rust. Coloring may be faded but is still mostly consistent. Metal rail should be painted at the interval shown here in order to inhibit or delay onset of rust/corrosion and prevent or minimize costly repairs. Painting not only protects the metal surface from excessive wear, but promotes a good, attractive appearance in the common areas. Costs can vary greatly depending on existing conditions of fencing, which will dictate amount of repair/prep work required.

Useful Life:  
5 years

Remaining Life:  
0 years



Best Case: \$ 1,600

Worst Case: \$ 2,100

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 21310 Site Rail: Metal - Replace**

**Quantity: ~ 260 LF**

Location: Common Areas

Funded?: Yes.

History:

Comments: Metal railing determined to be in fair condition typically exhibits some minor to moderate amounts of surface wear and other signs of age which may include corrosion loose or unstable pieces/sections or hardware and/or overgrowth by surrounding vegetation. Overall appears to be in serviceable but declining condition. In our experience metal fencing will typically eventually break down due to a combination of sun and weather exposure which is sometimes exacerbated by other factors such as irrigation overspray abuse and lack of preventive maintenance. For some types of fencing complete replacement is advisable over recoating or refinishing due to relatively short lifespan of coatings and consideration of total life-cycle cost.

Useful Life:  
30 years

Remaining Life:  
7 years



Best Case: \$ 10,000

Worst Case: \$ 16,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 21340 Site Fencing: Wood Rail - Replace**

**Quantity: ~ 1400 LF**

Location: Common Areas

Funded?: Yes.

History:

Comments: Wood fencing determined to be in fair condition typically exhibits some minor to moderate amounts of surface wear and other signs of age which may include a small percentage of warped split and/or rotted sections. In general appearance is consistent but declining. As routine maintenance inspect regularly for any damage repair as needed and avoid contact with ground and surrounding vegetation wherever possible. Regular cycles of uniform professional sealing/painting will help to maintain appearance and maximize life. In our experience wood fencing will typically eventually break down due to a combination of sun and weather exposure which is sometimes exacerbated by other factors such as irrigation overspray abuse and lack of preventive maintenance. Recommendation and costs shown here are based on replacement with similar style and material. However the client might want to consider replacing with more sturdy lower-maintenance products like composite vinyl etc. Although installation costs are higher total life cycle cost is lower due to less maintenance and longer design life expectancy.

Useful Life:  
30 years

Remaining Life:  
7 years



Best Case: \$ 28,000

Worst Case: \$ 42,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 21370 Perimeter Walls – Inspect/Replace**

**Quantity: ~ 2300 LF**

Location: Common Areas

Funded?: No.

History:

Comments: We strongly recommend regular inspections maintenance and repairs to help extend useful life cycles. Clean for appearance and paint/touch-up as needed as a general maintenance expense. In general costs related to replacement of this component are expected to be included in the Client’s Operating budget. No recommendation for Reserve funding at this time. However any repair and maintenance or other related expenditures should be tracked and this component should be re-evaluated during future Reserve Study updates based on most recent information and data available at that time. If deemed appropriate for Reserve funding component can be included in the funding plan at that time.

While we cannot include funding for this component due to the unpredictable timing and cost of potential repairs and/or replacement that does not mean there will be zero costs related to the component in the future.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:



**Comp #: 21400 Retaining Walls – Inspect**

**Quantity: ~ (50,000) GSF**

Location: Common Areas

Funded?: No.

History:

Comments: This component includes both wood, and stone and cement retaining walls.

Our limited Analysis of a retaining wall is beyond the scope of a reserve study. If problems including shifting leaning or cracking are observed or suspected consult with an engineer (structural civil and/or geo-technical) for an evaluation and repair recommendations. There were no reported problems at this time.

No information was provided to us concerning how the retaining wall was designed or constructed. Observation of drainage was not possible. Proper drainage on the uphill side prevents a backlog of water (water if present can add substantial weight and pressure to the wall). A backlog of water if left unchecked could damage or break the wall. The interior of drainage lines (or pipes) can be viewed by video using a remote miniature camera. Clean out the drain lines as often as needed to prevent decreased drainage. Utilize a mobile evacuator service if needed. Inspect regularly and repair as needed using operating funds. Comprehensive inspection is not included within the scope of this engagement. We recommend periodic professional inspections by specialized engineering firms to identify any unusual problems. Due to potentially unlimited useful life and unpredictable remaining useful life this project is considered inappropriate for Reserve funding at this time. If a pattern of repair expenses emerges over time the Reserve Study should be updated to reflect appropriate funding recommendations as needed.

While we cannot include funding for this component due to the unpredictable timing and cost of potential repairs and/or replacement that does not mean there will be zero costs related to the component in the future.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:



**Comp #: 21460 Trash Enclosures - Replace**

**Quantity: ~ (1) Enclosures**

Location: Common Areas

Funded?: Yes.

History:

Comments: Trash enclosures determined to be in fair condition typically exhibit moderate signs of wear and deterioration. If present gates and hardware may be in need of repair or have deteriorated from an aesthetic standpoint. Trash enclosures should be cleaned and inspected regularly and repaired as needed to ensure safety and good function. Enclosures left to deteriorate can become an eyesore and will have a negative effect on the aesthetic value in the common areas. Due to exposed location and occasional damage from garbage trucks trash enclosures generally require replacement at the interval shown here.

Useful Life:  
20 years

Remaining Life:  
0 years



Best Case: \$ 2,500

Worst Case: \$ 3,500

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 21600 Mailbox Kiosks - Replace (2005)**

**Quantity: ~ (48) CBUs**

Location: Common Areas

Funded?: Yes.

History:

Comments: Mailbox kiosks determined to be in fair condition typically exhibit minor to moderate surface wear at this stage. All components and hardware appear to function properly but appearance is diminishing. Inspect regularly and clean by wiping down exterior surfaces. If necessary change lock cylinders lubricate hinges and repair as an Operating expense. Best to plan for total replacement at roughly the time frame below due to constant exposure usage and wear over time. Note USPS has a limited budget for replacement and should not be relied upon for purposes of long term planning.

Useful Life:  
30 years

Remaining Life:  
11 years



Best Case: \$ 77,000

Worst Case: \$ 106,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 21600 Mailbox Kiosks - Replace (2006)**

**Quantity: ~ (25) CBUs**

Location: Common Areas

Funded?: Yes.

History:

Comments: Mailbox kiosks determined to be in fair condition typically exhibit minor to moderate surface wear at this stage. All components and hardware appear to function properly but appearance is diminishing. Inspect regularly and clean by wiping down exterior surfaces. If necessary change lock cylinders lubricate hinges and repair as an Operating expense. Best to plan for total replacement at roughly the time frame below due to constant exposure usage and wear over time. Note USPS has a limited budget for replacement and should not be relied upon for purposes of long term planning.

Useful Life:  
30 years

Remaining Life:  
12 years



Best Case: \$ 40,000

Worst Case: \$ 55,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 21600 Mailbox Kiosks - Replace (2010-14)**

**Quantity: ~ (8) CBUs**

Location: Common Areas

Funded?: Yes.

History:

Comments: Mailbox kiosks determined to be in fair condition typically exhibit minor to moderate surface wear at this stage. All components and hardware appear to function properly but appearance is diminishing. Inspect regularly and clean by wiping down exterior surfaces. If necessary change lock cylinders lubricate hinges and repair as an Operating expense. Best to plan for total replacement at roughly the time frame below due to constant exposure usage and wear over time. Note USPS has a limited budget for replacement and should not be relied upon for purposes of long term planning.

Useful Life:  
30 years

Remaining Life:  
16 years



Best Case: \$ 13,000

Worst Case: \$ 18,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 21600 Mailbox Kiosks - Replace (2016-18)**

**Quantity: ~ (9) CBUs**

Location: Common Areas

Funded?: Yes.

History:

Comments: Mailbox kiosks determined to be in fair condition typically exhibit minor to moderate surface wear at this stage. All components and hardware appear to function properly but appearance is diminishing. Inspect regularly and clean by wiping down exterior surfaces. If necessary change lock cylinders lubricate hinges and repair as an Operating expense. Best to plan for total replacement at roughly the time frame below due to constant exposure usage and wear over time. Note USPS has a limited budget for replacement and should not be relied upon for purposes of long term planning.

Useful Life:  
30 years

Remaining Life:  
22 years



Best Case: \$ 14,000

Worst Case: \$ 20,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 21610 Sign/Monuments - Refurbish/Replace**

**Quantity: ~ (8) Monuments**

Location: Common Areas

Funded?: Yes.

History:

Comments: Monument signage determined to be in fair condition typically exhibits acceptable appearance and aesthetics in keeping with local area but with more weathering and wear showing on surfaces. If present landscaping and lighting are still in serviceable condition. At this stage signage may be becoming more dated and diminishing in appeal. As routine maintenance inspect regularly clean/touch-up and repair as an Operating expense. Plan to refurbish or replace at the interval below. Timing and scope of refurbishing or replacement projects is subjective but should always be scheduled in order to maintain good curb appeal. In our experience most clients choose to refurbish or replace signage periodically in order to maintain good appearance and aesthetics in keeping with local area often before signage is in poor physical condition. If present concrete walls are expected to be painted and repaired as part of refurbishing but not fully replaced unless otherwise noted. Costs can vary significantly depending on style/type desired and may include additional costs for design work landscaping lighting water features etc. Reserve Study updates should incorporate any estimates or information collected regarding potential projects.

Useful Life:  
30 years

Remaining Life:  
7 years



Best Case: \$ 369,000

Worst Case: \$ 571,000

Cost Source: Estimate Provided by Client

**Comp #: 21620 Pet Waste Stations - Replace**

**Quantity: ~ (15) Poles**

Location: Common Areas

Funded?: No.

History:

Comments: Stations should be inspected regularly to make sure visibility is adequate including at night. Repair any damaged or leaning posts as needed. At this time costs related to this component are expected to be included in the client's Operating budget. No recommendation for Reserve funding at this time. However any repair and maintenance or other related expenditures should be tracked and this component should be re-evaluated during future Reserve Study updates based on most recent information and data available at that time. If deemed appropriate for Reserve funding component can be included in the funding plan at that time.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:

**Comp #: 21630 Flag Pole - Replace**

**Quantity: ~ (1) Pole**

Location: Common Areas

Funded?: Yes.

History:

Comments: Flag poles should have a very long useful life with minimal maintenance required. Inspect and repair as needed as an Operating expense and plan to replace at the approximate interval shown below. Unless otherwise noted costs to replace are based on replacing with a comparable size and style.

Useful Life:  
30 years

Remaining Life:  
7 years



Best Case: \$ 2,500

Worst Case: \$ 4,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 21640 Informational Signs - Replace**

**Quantity: ~ (3) Signs**

Location: Common Areas

Funded?: No.

History:

Comments: Informational signs determined to be in fair condition typically exhibit minor to moderate surface wear but posts/supports are in good condition. Panels have sufficient reflective and contrasting message lettering or symbols. Acceptable appearance with no unusual signs of age observed or reported.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:

**Comp #: 21650 Street Lights - Replace**

**Quantity: ~ (290) Fixtures**

Location: Common Areas

Funded?: Yes.

History:

Comments: Lights were inspected during daylight hours but are assumed to be functional. Bulbs are expected to be replaced as needed as an Operating expense. Replacement should be considered at the approximate interval shown below to ensure good function and maintain good appearance in the common areas. Replacement costs can vary greatly depending on replacement type; estimates shown here are based on replacement with a comparable size and design as are currently in place unless otherwise noted. We recommend consideration of LED fixtures or other energy-saving options whenever possible.

Useful Life:  
30 years

Remaining Life:  
7 years



Best Case: \$ 348,000

Worst Case: \$ 464,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 21651 Street Signs - Replace (Ph 1)**

**Quantity: ~ (128) Signs**

Location:

Funded?: Yes.

History: 2019

Comments: Client is reportedly in the process of replacing sign posts with roughly half having been replaced so far. The Street signs determined to be in fair condition typically exhibit minor to moderate surface wear but posts/supports are in good condition. Panels have sufficient reflective and contrasting message lettering or symbols. Acceptable appearance with no unusual signs of age observed or reported.

Useful Life:  
20 years

Remaining Life:  
15 years



Best Case: \$ 60,000

Worst Case: \$ 90,000

Cost Source: Estimate Provided by Client

**Comp #: 21651 Street Signs - Replace (Ph 2)**

**Quantity: ~ (128) Signs**

Location:

Funded?: Yes.

History:

Comments: Client is reportedly in the process of replacing sign posts and expects to repack the remaining posts in the next couple years. The Street signs determined to be in fair condition typically exhibit minor to moderate surface wear but posts/supports are in good condition. Panels have sufficient reflective and contrasting message lettering or symbols. Acceptable appearance with no unusual signs of age observed or reported.

Useful Life:  
20 years

Remaining Life:  
2 years



Best Case: \$ 60,000

Worst Case: \$ 90,000

Cost Source: Estimate Provided by Client

**Comp #: 21680 Landscape Lights - Replace**

**Quantity: ~ (12) Lights**

Location: Common Areas

Funded?: No. Too small for Reserve designation.

History:

Comments: Observed during daylight hours and assumed to be functional. Individual replacement costs typically do not meet threshold for Reserve funding. Landscape light fixtures are generally considered to have little to no aesthetic value and do not typically need to be replaced all at one time. Repairs and replacements should be made as needed and considered to be an Operating expense. If a pattern of larger expenses develops over time Reserve funding recommendations may be incorporated during future Reserve Study updates.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:

**Comp #: 21690 Windmill - Replace**

**Quantity: ~ (1) Windmill**

Location: Common Areas

Funded?: No. Too indeterminate for Reserve designation - handle as an Operational Expense.

History:

Comments: Outdoor/site furniture determined to be in fair condition typically exhibits typical signs of wear and age. Style is still appropriate for the local aesthetic standards of the development. Inspect regularly clean for appearance and repair as needed from general Operating funds. Cost to replace individual pieces may not meet threshold for Reserve funding. We recommend planning for regular intervals of complete replacement at the time frame indicated below to maintain a good consistent appearance in the common areas. Costs shown are based on replacement with comparable types unless otherwise noted.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:



**Comp #: 21700 Benches - Replace**

**Quantity: ~ (17) Pieces**

Location: Common Areas

Funded?: Yes.

History:

Comments: Furnishings determined to be in fair condition typically exhibit somewhat moderately worn finishes or coatings. Appearance is generally consistent but diminishing. Still serviceable but showing more signs of age. Unless otherwise noted replacement recommendations are based on same quantity and similar type/style of components as currently in place. Waterfront environments are typically harsh on metal components/hardware and frequent inspections and repair should be completed as an Operating expense in order to ensure safety and functionality and to prolong useful life of furnishings.

Useful Life:  
30 years

Remaining Life:  
7 years



Best Case: \$ 7,600

Worst Case: \$ 12,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 21710 Trees - Trim/Remove**

**Quantity: ~ (5,500) Trees**

Location: Common Areas

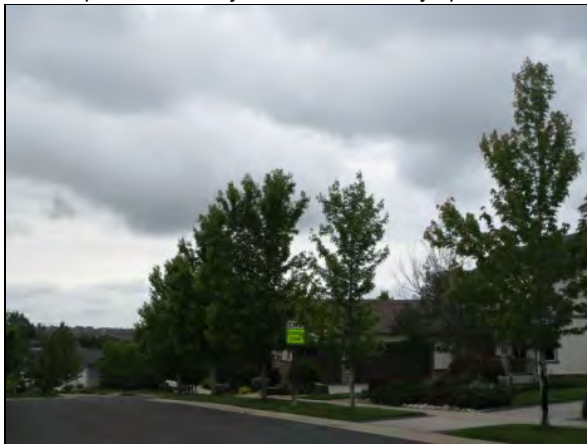
Funded?: Yes. Included at the request of the client

History:

Comments: Included at the client's request this component represents and allowance for tree replacement. Client estimates they replace 5% of the total number of trees each year. If the community has not already done so consult with a qualified arborist or other landscaping professional for a long term plan for the care and management of the trees within the community balancing aesthetics with protection of client assets. Reserve funding recommend at level indicated below for periodic larger tree removal/trimming needs. Track actual expenses and adjust in reserve study updates if needed.

Useful Life:  
1 years

Remaining Life:  
0 years



Best Case: \$ 275,000

Worst Case: \$ 412,000

Cost Source: Estimate Provided by Client

**Comp #: 21720 Landscaping - Refurbish**

**Quantity: Common Areas**

Location: Common Areas

Funded?: No.

History:

Comments: Routine daily/weekly/monthly maintenance is expected to be funded through the Operating budget. However this component represents a supplemental allowance" for larger projects which may occur periodically

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:

## Mechanical

**Comp #: 25330 Surveillance System–Upgrade/Replace**

**Quantity: ~ (6) Units**

Location: Mechanical Room

Funded?: Yes.

History:

Comments: Includes (5) Cameras, (1) DVR. Minimal or no subjective/aesthetic value for this component. Useful life is based primarily on normal expectations for service/performance life in this location. Unless otherwise noted remaining useful life expectancy is based primarily on original installation or last replacement/purchase date our experience with similar systems/components and assuming normal amount of usage and good preventive maintenance. Security/surveillance systems should be monitored closely to ensure proper function. Whenever possible camera locations should be protected and isolated to prevent tampering and/or theft. Typical modernization projects may include addition and/or replacement of cameras recording equipment monitors software etc. Unless otherwise noted costs assume that existing wiring can be re-used and only the actual cameras and other equipment will be replaced. In many cases replacement or modernization is warranted due to advancement in technology not necessarily due to functional failure of the existing system. Keep track of any partial replacements and include cost history during future Reserve Study updates.

Useful Life:  
10 years

Remaining Life:  
0 years



Best Case: \$ 8,500

Worst Case: \$ 11,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 25410 Fire Control Panel - Update/Replace**

**Quantity: ~ (1) Panel**

Location: Mechanical Room

Funded?: Yes.

History:

Comments: Panel is a Fire Lite MS-5024 model. Our inspection is for planning and budgeting purposes only fire alarm equipment is assumed to have been designed and installed properly and is assumed to comply with all relevant building codes. Regular testing and inspections should be conducted as an Operating expense. In many cases manufacturers discontinue support of equipment after a certain number of years which may limit availability of replacement parts as the system ages. Cost estimates assume that existing wiring can be re-used and that only panel and devices will be replaced. If wiring requires replacement estimates should be increased accordingly but in our experience wiring should have an indefinite useful life. Cost estimates are based on quantity and type of existing equipment not including any expansion or upgrades which may be required. We recommend reviewing system components with fire alarm vendor on a regular basis. If expansion of system is found to be required the Reserve Study should be updated and any additional costs should be factored accordingly.

Useful Life:  
20 years

Remaining Life:  
0 years



Best Case: \$ 3,000

Worst Case: \$ 5,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 25570 Irrigation Clocks - Replace**

**Quantity: ~ (37) Controllers**

Location: Mechanical Room

Funded?: Yes.

History:

Comments: Minimal or no subjective/aesthetic value for this component. Useful life is based primarily on normal expectations for service/performance life in this location. Unless otherwise noted remaining useful life expectancy is based primarily on original installation or last replacement/purchase date our experience with similar systems/components and assuming normal amount of usage and good preventive maintenance. Irrigation controllers should have a relatively long life expectancy under normal circumstances. Replacement is often required due to lack of available replacement parts lightning strikes etc. as opposed to complete failure of existing equipment. Exposure to the elements can affect overall life expectancy and controllers should be located in protected areas or within protective enclosures whenever possible. When evaluating replacement options the client should consider replacement with smart" models (i.e. respond to projected weather data) to minimize unnecessary water usage. Payback period for efficient controllers that minimize water use is typically very short

Useful Life:  
15 years

Remaining Life:  
11 years



Best Case: \$ 360,000

Worst Case: \$ 420,000

Cost Source: Client Cost History + Inflation

**Comp #: 25580 Irrigation System - Repair**

**Quantity: ~ (1) System**

Location:

Funded?: Yes. Included at the clients request

History:

Comments: As routine maintenance, inspect regularly, test system and repair as needed from Operating budget. We recommend consulting with irrigation vendor (if contracted) to determine what types of repairs and replacements are included in the landscaping contract. If properly installed without defect, most of the elements within this system (distribution piping, valves, sprinkler heads, etc) are generally low-cost and have a failure rate that is difficult to predict, making routine repairs best-suited to be handled through the Operating budget. However, in some instances, Reserve funding can be warranted based on actual project history or expectations for major repairs/replacements. The life expectancies and cost estimates shown here should be re-evaluated during future Reserve Study updates.

Useful Life:  
40 years

Remaining Life:  
17 years



Best Case: \$ 10,000,000

Worst Case: \$ 12,000,000

Cost Source: Research with Local Vendor/Contractor

**Comp #: 25600 Backflow Devices - Replace**

**Quantity: ~ (35) Devices**

Location: Mechanical Room

Funded?: Yes. Included at clients request

History:

Comments: Minimal or no subjective/aesthetic value for this component. Useful life is based primarily on normal expectations for service/performance life in this location. Unless otherwise noted, remaining useful life expectancy is based primarily on original installation or last replacement/purchase date, our experience with similar systems/components, and assuming normal amount of usage and good preventive maintenance. The device was not tested at the time of the inspection. As routine maintenance, inspect regularly, test system and repair as needed from Operating budget. Consult with irrigation vendor to determine what types of repairs and replacements are included in the landscaping contract.

Useful Life:  
30 years

Remaining Life:  
9 years



Best Case: \$ 156,000

Worst Case: \$ 210,000

Cost Source: ARI Cost Database: Similar Project Cost History

# Building Exteriors

**Comp #: 23310 Wood Siding - Repair/Repaint**

**Quantity: ~ 4,900 GSF**

Location: Exteriors of clubhouse and pool house

Funded?: Yes.

History:

Comments: Includes (2,900 GSF) clubhouse, (2,000 GSF) pool house. Based on reported age client should be prepared to replace soon.

Painted exterior surfaces determined to be in fair condition typically exhibit some minor to moderate signs of wear and age such as chalking, peeling, blistering, etc. Problems tend to develop in more exposed areas first. Hairline cracks may be present at this stage. Overall appearance is satisfactory. As routine maintenance, inspect regularly (including sealants), repair locally and touch-up paint as needed. Typical paint cycles can vary greatly depending upon many factors including type of material painted, surface preparations, quality of material, application methods, weather conditions during application, moisture beneath paint, and exposure to weather conditions. Proper sealant/caulking is critical to preventing water intrusion and resulting damage to the building structure. Incorrect installations of sealant are common, and can greatly decrease its useful life. Inspect sealant, more frequently as it ages, to determine if it is failing. Typical sealant problems include failure of sealant to adhere to adjacent materials and tearing/splitting of the sealant itself. As sealants age and are exposure to ultra-violet sunlight, they will dry out, harden, and lose their elastic ability. Remove and replace sealant as signs of failure begin to appear. Proper cleaning, prep work, and proper installation are critical for a long lasting sealant/caulking. Do not install sealant in locations that would block water drainage from behind the siding. Repair areas as needed prior to project. For best results, the client may want to consult with a building envelope specialist or waterproofing contractor to specify types of materials to be used and define complete scope of work before bidding. Best practice is to coordinate this type of work with other projects whenever practical, such as balcony sealing, planter waterproofing, etc.

Useful Life:  
7 years

Remaining Life:  
0 years



Best Case: \$ 9,000

Worst Case: \$ 14,000

Cost Source:

**Comp #: 23320 Wood Siding - Replace**

**Quantity: ~ 4,900 GSF**

Location: Exteriors

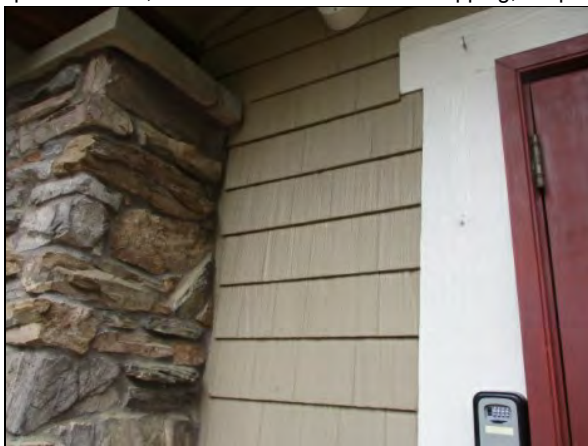
Funded?: Yes.

History:

Comments: Wood siding determined to be in fair condition typically exhibits some color fading and inconsistency, with minor, isolated locations showing more advanced surface wear, cracking, splintering, etc. Project costs can vary depending upon materials chosen and the condition of the underlying structural framing when exposed. We recommend the Board conduct research well in advance in order to define scope, timing and costs, including plan for some margin of contingency. Siding is XXX (horizontal clapboard OR shingle OR board and batten). Surface was painted. No view of the critical underlying waterproofing was available as part of our limited visual review. Replacement may ultimately be needed due to the failure of the underlying waterproofing degrading over the decades, and/or the end of the useful life of the siding materials from general aging. Many factors influence the useful life, including exposure to (or protection from) wind driven rain, and the quality of the waterproofing and flashing beneath the siding. Evaluate the siding and the critical underlying waterproofing (typically building paper or house-wrap) more frequently as the remaining useful life approaches zero years. Adjust remaining useful life as dictated by the evaluation. Align with window replacement for cost efficiencies and building envelope integrity when practical. Inspect annually and repair locally as needed using general maintenance funds. Keep the wood siding painted to protect the wood from decay caused by water. Another item that greatly influences useful life is the thoroughness of the original painting. Wood siding will last longer if each piece was painted on all six sides. Typically, wood siding is painted on the two sides that are exposed and not on the back, ends, or top. Since we perform only a visual review, we were unable to confirm the extents of the painting. It is reasonable to presume that not all six sides are painted. If the siding is not painted on all sides, water can infiltrate and be absorbed into the wood on the unpainted sides, which over time will lead to cupping, warping and decay, limiting its useful life.

Useful Life:  
60 years

Remaining Life:  
37 years



Best Case: \$ 59,000

Worst Case: \$ 78,000

Cost Source: ARI Cost Database: Similar Project Cost History



**Comp #: 23370 Stone Veneer - Maintain/Repair**

**Quantity: Numerous GSF**

Location: Exteriors

Funded?: No.

History:

Comments: Brick or other masonry siding is typically a low maintenance surface that requires minimal, infrequent repair. However, in some cases (usually after several decades or more), the original mortar between bricks may require repointing to restore appearance and adequately protect against water intrusion. Repointing involves raking out a portion of the existing mortar and installing new mortar and continuing on until all affected sections have been replaced. In our experience, there is not a well-defined predictable timeline for repointing work, usually making this project inappropriate for Reserve funding. If re-pointing is a concern, we strongly recommend further inspection by a qualified engineer and/or masonry specialist to diagnose existing conditions and recommend a scope of work. If warranted, the Reserve Study can be adjusted to include funding recommendations going forward.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:

**Comp #: 23600 Roof: Metal - Replace**

**Quantity: ~ 7,400 GSF**

Location: Exteriors of shade structure, homestead, pool house, pool gazebo

Funded?: Yes.

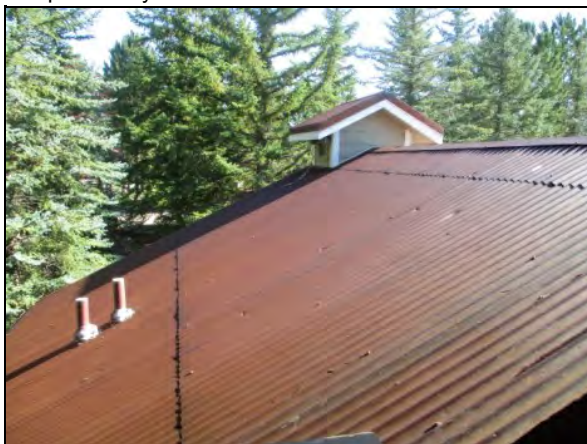
History:

Comments: Includes (1,200 GSF) shade structure by clubhouse, (3,780 GSF) homestead clubhouse, (1,785 GSF) pool house, (588 GSF) pool gazebo.

Roofing consists of Pro-Panel metal roof. Typically metal roofs are either Pro-Panel seamed roofs or Standing Seam roofs. Pro Panel roofs are installed with exposed metal screws and fasteners, while Standing Seam will snap lock panels over the mechanical seam, with no penetrations to the underlayment. Advantages of metal roofs include long life expectancies with relatively low need to repair. Metal roofing is typically a long-lived component assuming it was properly installed and is properly maintained. As routine maintenance, many manufacturers recommend inspections at least twice annually (once in the fall, before the rainy season, and again in the spring) and after large storm events. Promptly replace any damaged/missing sections or conduct any other repair needed to ensure waterproof integrity of roof. We recommend having roof inspected in greater detail (including conditions of sub-surface materials) by an independent roofing consultant prior to replacement. There is a wealth of information available through organizations such as the Roof Consultant Institute <http://www.rci-online.org> and the National Roofing Contractors client (NRCA) <http://www.nrca.net/>. If the roof has a warranty, be sure to review terms and conduct proper inspections/repairs as needed to keep warranty in force.

Useful Life:  
30 years

Remaining Life:  
7 years



Best Case: \$ 74,000

Worst Case: \$ 102,000

Cost Source:

**Comp #: 23650 Gutters/Downspouts - Replace**

**Quantity: ~ 280 LF**

Location: Exteriors

Funded?: Yes.

History:

Comments: Gutters and downspouts determined to be in fair condition typically exhibit some normal wear and tear, but drainage away from the roof and building appears to be adequate. Generally believed to be aging normally. Gutters and downspouts are assumed to be functioning properly unless otherwise noted. As routine maintenance, inspect regularly, keep gutters and downspouts free of debris. If buildings are located near trees, keep trees trimmed back to avoid accumulation of leaves on the roof surface which will accumulate in the gutters and increase maintenance requirements while reducing life expectancy. Repair or replace individual sections as needed as an Operating expense. We generally recommend that the gutters and downspouts be replaced when the roof is being resurfaced/replaced. National Roofing Contractor client (NRCA) roofing standard includes installing eave flashings at the gutters. We suggest to plan for total replacement of gutter and downspouts at the same intervals as roof replacement for cost efficiency. Unless otherwise noted, costs shown here assume replacement with similar type as are currently in place.

Useful Life:  
30 years

Remaining Life:  
7 years



Best Case: \$ 2,200

Worst Case: \$ 3,000

Cost Source: ARI Cost Database: Similar Project Cost History

# Clubhouse

**Comp #: 27060 Clubhouse Windows - Replace**

**Quantity: ~ (9) Windows**

Location: Common Areas

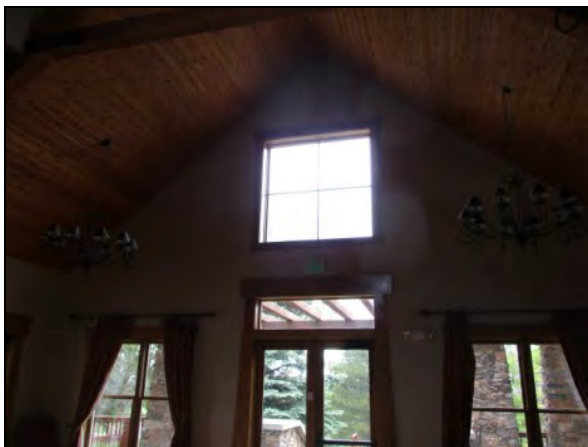
Funded?: Yes.

History:

Comments: Windows determined to be in fair condition typically exhibit normal signs of wear for their age including more surface wear to framework and hardware but no advanced corrosion or other concerns. At this stage windows and doors are believed to be functional and aging normally but more advanced technology may be available. Inspect regularly including sealant if any and repair as needed. Proper sealant/caulking is critical to keeping water out of the walls and preventing water damage. With ordinary care and maintenance useful life is long but difficult to predict. Many factors affect useful life including quality of window installed waterproofing flashing details exposure to wind driven rain. In many cases windows are replaced on an ongoing basis to select areas as-needed rather than to an entire building at one time. This component should be re-evaluated as the building ages and more problems develop and funding recommendations should be adjusted accordingly. An allowance for partial replacements may be warranted if certain windows are more deteriorated than others. Consult with vendors to ensure replacement windows are compliant with all applicable building codes. Note there are many types of windows available in today's market and costs can vary greatly.

Useful Life:  
30 years

Remaining Life:  
7 years



Best Case: \$ 16,000

Worst Case: \$ 20,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 27090 Clubhouse Doors - Repair/Replace**

**Quantity: ~ (4) Doors**

Location: Common Areas

Funded?: No.

History:

Comments: Inspect periodically and repair as needed to maintain appearance security and operation with maintenance funds. Should be painted along with building exteriors or other painting/waterproofing projects to preserve appearance and prolong useful life. Utility doors should have a very long useful life expectancy in most cases. However occasional replacements may be required especially for doors located in more exposed areas. Costs should be incorporated into the operating budget on an as-needed basis. Not expected to be frequent and/or costly enough to merit Reserve funding.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:

**Comp #: 27100 Clubhouse Ext. Lights - Replace**

**Quantity: ~ (2) Lights**

Location: Common Areas

Funded?: No.

History:

Comments: Observed during daylight hours but assumed to be in functional operating condition. As routine maintenance clean by wiping down with an appropriate cleaner change bulbs and repair as needed. In general costs related to this component are expected to be included in the client's Operating budget. No recommendation for Reserve funding at this time. However any repair and maintenance or other related expenditures should be tracked and this component should be re-evaluated during future Reserve Study updates based on most recent information and data available at that time. If deemed appropriate for Reserve funding component can be included in the funding plan at that time.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:

**Comp #: 27110 Clubhouse Interior Walls - Repaint**

**Quantity: ~ 3000 GSF**

Location: Common Areas

Funded?: Yes.

History:

Comments: Interior paint appeared to be in ok shape but based on reported age client should be prepared to repaint soon. Interior areas determined to be in fair condition typically exhibit some minor routine marks and scuffs small sections of peeling paint etc. Overall appearance is satisfactory. Regular cycles of professional painting are recommended to maintain appearance. Small touch-up projects can be conducted as needed as a maintenance expense but comprehensive painting of interior areas will restore a consistent look and quality to all areas. Best practice is to coordinate at same time as other interior projects (flooring furnishings lighting etc.) whenever possible to minimize downtime and maintain consistent quality standard.

Useful Life:  
10 years

Remaining Life:  
0 years



Best Case: \$ 4,000

Worst Case: \$ 6,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 27160 Clubhouse Wood Flooring - Replace**

**Quantity: ~ 3000 GSF**

Location: Common Areas

Funded?: Yes.

History:

Comments: Wood floors were determined to be in fair condition. Floors did not exhibit any extensive un-even or broken sections. No evidence of heavy deterioration. At longer intervals wood flooring may eventually be replaced due to wear and deterioration as well as for aesthetic changes in the common areas. Estimates shown here are based on our experience with similar properties and general aesthetic qualities. Schedule can be updated/adjusted at the discretion of the client for planning purposes.

Useful Life:  
40 years

Remaining Life:  
17 years



Best Case: \$ 45,000

Worst Case: \$ 60,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 27180 Clubhouse Bathroom - Refurbish**

**Quantity: ~ (2) Bathroom**

Location: Common Areas

Funded?: Yes.

History:

Comments: Bathrooms appeared in fine shape but based on reported age client should be prepared to refurbish soon. Bathrooms were determined to be in fair condition. Flooring did not exhibit any un-even or broken sections. Fixtures appeared to be in slightly outdated condition but no major issues observed. As routine maintenance inspect regularly and perform any needed repairs promptly utilizing general Operating funds. Typical remodeling project can include some or all of the following replacement of plumbing fixtures partitions countertops lighting flooring ventilation fans accessories decor etc. Best practice is to coordinate this type of project with other areas whenever possible. Schedule and cost estimates should be re-evaluated during future Reserve Study updates and adjusted as needed based on the client's good judgment.

Useful Life:  
20 years

Remaining Life:  
0 years



Best Case: \$ 24,000

Worst Case: \$ 30,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 27250 Clubhouse Furniture - Replace**

**Quantity: ~ (51) Pieces**

Location: Common Areas

Funded?: Yes.

History:

Comments: Includes (4) Chairs, (1) table, (36) folding chairs, (5) folding table, (3) lamps, (2) artwork.

The furniture and decor appeared in fair condition. No damage fading or outdated appearances of the furniture was observed. This component recommends funding for periodic replacement/refurbishment of interior furnishings and decor such as furniture artwork window treatments misc. decorative items etc. in order to maintain a desirable aesthetic in the common areas. Cost estimates can vary greatly depending on the amount of items to be replaced at each project and the style and quality of replacement options. Best practice is to coordinate this type of project with other interior projects such as flooring replacement painting etc. Schedule and cost estimates should be re-evaluated during future Reserve Study updates and adjusted as needed based on the client's good judgment.

Useful Life:  
10 years

Remaining Life:  
0 years



Best Case: \$ 6,000

Worst Case: \$ 11,000

Cost Source: ARI Cost Database: Similar Project Cost History



**Comp #: 27280 Clubhouse HVAC - Replace****Quantity: ~ (2) Units**

Location: Clubhouse

Funded?: Yes.

History:

Comments: Condensor Serial: 2700E05391 Model: 38CKC060300. Minimal or no subjective/aesthetic value for this component. Useful life is based primarily on normal expectations for service/performance life in this location. Unless otherwise noted, remaining useful life expectancy is based primarily on original installation or last replacement/purchase date, our experience with similar systems/components, and assuming normal amount of usage and good preventive maintenance. We recommend that routine repairs and maintenance such as filter replacements, system flushing, etc. be budgeted as an Operating expense. Useful life can often be extended with proactive service and maintenance. Unless otherwise noted, funding for system with same size/capacity as the current system. For split systems, we recommend budgeting to replace the entire system (condensing unit and air handler) together in order to obtain better unit pricing and ensure maximum efficiency, refrigerant compatibility, etc. If additional costs are expected during replacement, such as for system reconfiguration or expansion, ductwork repairs, electrical work, etc. costs should be re-evaluated and adjusted as needed during future Reserve Study updates.

Useful Life:  
20 years

Remaining Life:  
0 years



Best Case: \$ 13,000

Worst Case: \$ 19,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 27310 Kitchen - Remodel**

**Quantity: (1) Kitchen**

Location: Common Areas

Funded?: Yes.

History:

Comments: Includes (20) GSF of Counters, (8) LF of Base Cabinets, (6) LF of Wall Cabinets, (1) Sink. Kitchen was observed to be in fair condition. Counters and cabinets were clean and mostly free of issues. Fixtures appeared to be in fair condition. Kitchen materials typically have an extended useful life. However, many clients choose to refurbish the kitchen periodically for aesthetic updating. This may include refurbishment/refinishing of kitchen cabinets and countertops, replacement of sinks, installation/replacement of under-cabinet lighting, etc. Should ideally be coordinated with replacement of the kitchen appliances. Best practice is to coordinate this project with other amenity areas, such as bathrooms or other amenity rooms.

Useful Life:  
30 years

Remaining Life:  
7 years



Best Case: \$ 8,000

Worst Case: \$ 10,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 27320 Kitchen Appliances - Replace**

**Quantity: ~ (3) Units**

Location: Common Areas

Funded?: Yes.

History:

Comments: Appliances appeared to be in operable condition, however based on reported age client should be prepared to replace soon. Individual appliances were not tested during inspection, and are assumed to be in functional operating condition unless otherwise noted. Useful life can vary greatly depending on level of use, quality, care and maintenance, etc. Funding recommendation shown here is for replacing with comparable quality commercial-grade appliances.

Useful Life:  
10 years

Remaining Life:  
0 years



Best Case: \$ 3,000

Worst Case: \$ 5,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 27330 Drinking Fountains - Replace**

**Quantity: ~ (2) Units**

Location: Common Areas - Clubhouse, pool

Funded?: Yes.

History:

Comments: One in clubhouse and one by pool area. No noted or reported issues with the drinking fountains at the time of the inspection however the drinking fountains may need to be upgraded in the future due to aesthetic reasons. Drinking fountains were not tested during site inspection but are assumed to be functional. Should be cleaned and inspected regularly as an Operating expense to ensure safe/sanitary conditions and proper function. Best practice is often to replace at the same time as other exterior furnishings if present such as pool furniture picnic tables etc. Funding recommendation shown here assumes replacement with comparable types.

Useful Life:  
20 years

Remaining Life:  
0 years



Best Case: \$ 2,200

Worst Case: \$ 3,000

Cost Source: ARI Cost Database: Similar Project Cost History

## Amenities

**Comp #: 26030 Playground Cover - Refill/Replace**

**Quantity: ~ 2000 GSF**

Location: Common Areas

Funded?: Yes.

History: 2018

Comments: Coverage was generally sufficient but small areas of heavy use were noted. Playground surfaces should be inspected regularly for hazards slip and fall risks etc. Plan to replace at the approximate interval shown here for aesthetic and functional reasons. When evaluating replacement options the client should consult with vendors to ensure adequate protection from falls. Costs shown are based on replacement with same surface type unless otherwise noted.

Useful Life:  
10 years

Remaining Life:  
4 years



Best Case: \$ 4,000

Worst Case: \$ 5,600

Cost Source: ARI Cost Database: Similar Project Cost History

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**Comp #: 26050 Playground Equipment - Replace**

**Quantity: ~ (3) Pieces**

Location: Common Areas

Funded?: Yes.

History: 2018

Comments: Includes (1) Jungle gym, (1) Small jungle gym, (1) climbing structure.

The equipment was observed to be in fair condition with minor issues observed at the time of the inspection. Our inspection is not intended to identify any structural or latent defects safety hazards or other liability concerns. Funding recommendation shown here is strictly for budget purposes. As a routine maintenance expense inspect for stability damage and excessive wear and utilize maintenance funds for any repairs needed between replacement cycles. Life expectancy can vary depending on the amount of use/abuse. Unless otherwise noted cost estimates assume replacement would be with comparable size and style of equipment as noted during inspection.

Useful Life:  
20 years

Remaining Life:  
14 years



Best Case: \$ 80,000

Worst Case: \$ 110,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 26060 Picnic Tables/Benches - Replace**

**Quantity: ~ (3) Pieces**

Location: Common Areas

Funded?: Yes.

History:

Comments: Outdoor/site furniture determined to be in fair condition typically exhibits typical signs of wear and age. Style is still appropriate for the local aesthetic standards of the development. Inspect regularly clean for appearance and repair as needed from general Operating funds. Cost to replace individual pieces may not meet threshold for Reserve funding. We recommend planning for regular intervals of complete replacement at the time frame indicated below to maintain a good consistent appearance in the common areas. Costs shown are based on replacement with comparable types unless otherwise noted.

Useful Life:  
25 years

Remaining Life:  
2 years



Best Case: \$ 1,800

Worst Case: \$ 2,400

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 26070 Grill Grate – Replace**

**Quantity: ~ (1) BBQ**

Location: Common Areas

Funded?: No.

History:

Comments: In general costs related to this component are expected to be included in the client's Operating budget. No recommendation for Reserve funding at this time. However any repair and maintenance or other related expenditures should be tracked and this component should be re-evaluated during future Reserve Study updates based on most recent information and data available at that time. If deemed appropriate for Reserve funding component can be included in the funding plan at that time.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:

**Comp #: 26150 Tennis Court Fencing - Replace**

**Quantity: ~ 440 LF**

Location: Common Areas

Funded?: Yes.

History:

Comments: Fair condition noted with no significant or widespread instability or damage/deterioration observed. Tennis court fencing should have a very long life expectancy assuming proper design and installation lack of vandalism/abuse etc. Best practice is to coordinate replacement with other major projects such as court resurfacing lighting replacement etc. Vinyl-coated chain link fences normally have a longer life expectancy and are more attractive than those without. Gates and locks should be inspected and repaired as needed as an Operating expense in order to restrict access (if desired) to the tennis court.

Useful Life:  
30 years

Remaining Life:  
7 years



Best Case: \$ 15,000

Worst Case: \$ 20,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 26160 Tennis Court Windscreen - Replace**

**Quantity: ~ 120GSF**

Location: Common Areas

Funded?: Yes.

History:

Comments: Fair condition noted with no significant or widespread ripping tearing or damage/deterioration observed. Tennis court windscreens should be inspected periodically especially where attached to the chain link to identify and repair any rips or tears. Loose/sagging/faded sections should be replaced to maintain good aesthetic appearance in the common areas. Plan to replace all areas together at the approximate interval shown here to maintain consistent appearance.

Useful Life:  
10 years

Remaining Life:  
0 years



Best Case: \$ 1,600

Worst Case: \$ 2,200

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 26190 Sport Court - Replace**

**Quantity: ~13000 GSF**

Location: Common Areas

Funded?: Yes.

History:

Comments: Sport courts determined to be in fair condition typically exhibit routine minimal to moderate wear and tear including fading and roughening of court surface. Cracking may be sporadic at this stage but does not pose any trip hazards or impediments to play. Sport courts should be inspected and repaired routinely as an Operating expense in order to preserve an attractive, playable court surface. Plan to repair (as-needed) and re-coat at the approximate interval shown here in order to protect the court from sunlight and weather.

Useful Life:  
15 years

Remaining Life:  
7 years



Best Case: \$ 63,000

Worst Case: \$ 79,000

Cost Source: ARI Cost Database: Similar Project Cost History

# Pool

**Comp #: 21410 Sun Shades - Replace**

**Quantity: ~ (2) Shades**

Location: Common Areas

Funded?: Yes.

History:

Comments: Shade structures determined to be in fair condition typically exhibit more wear and tear, possibly including some warped, split and/or deteriorated components. Framework/structure should still be sturdy. As routine maintenance, inspect regularly and repair individual pieces or sections as needed from general Operating funds. Clean and paint/stain along with other larger projects or as general maintenance to preserve the appearance of the pergola and extend its useful life. If present, vegetation should be well-maintained and not allowed to become overgrown, which can eventually compromise the structure. Assuming ordinary care and maintenance, plan for major repairs or possibly complete replacement (if warranted) at roughly the interval indicated below.

Useful Life:  
12 years

Remaining Life:  
10 years



Best Case: \$ 9,000

Worst Case: \$ 12,000

Cost Source: ARI Cost Database: Similar Project Cost History



**Comp #: 21430 Pergola - Repair/Stain**

**Quantity: ~ (1) Pergola**

Location: Common Areas

Funded?: No.

History:

Comments: Routine maintenance and repair should be considered an Operating expense. Should be inspected periodically for damaged or deteriorated sections. Costs to maintain are not expected to meet threshold for Reserve funding. However, any repair and maintenance or other related expenditures should be tracked, and this component should be re-evaluated during future Reserve Study updates based on most recent information and data available at that time. If deemed appropriate for Reserve funding, component can be included in the funding plan at that time.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:

**Comp #: 28010 Bathrooms - Refurbish**

**Quantity: ~ (2) Bathrooms**

Location: Pool

Funded?: Yes.

History:

Comments: The remaining life was slightly extended based on the conditions observed. As routine maintenance inspect regularly and perform any needed repairs promptly utilizing general Operating funds. Typical remodeling project can include some or all of the following replacement of plumbing fixtures partitions countertops lighting flooring ventilation fans accessories decor etc. Best practice is to coordinate this type of project with other areas whenever possible. Schedule and cost estimates should be re-evaluated during future Reserve Study updates and adjusted as needed based on the client's good judgment.

Useful Life:  
20 years

Remaining Life:  
5 years



Best Case: \$ 24,000

Worst Case: \$ 30,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 28020 Pool Fence - Repair/Paint**

**Quantity: ~ 500 LF**

Location: Pool

Funded?: Yes.

History:

Comments: Metal fencing determined to be in poor condition typically exhibits more advanced deterioration of coating or surface finish with notable wear possibly including corrosion and rust. In advanced cases coating may be flaking or peeling away to expose metal structure. Poor curb appeal. Metal fencing should be painted at the interval shown here in order to inhibit or delay onset of rust/corrosion and prevent or minimize costly repairs. Painting not only protects the metal surface from excessive wear but promotes a good attractive appearance in the common areas. Costs can vary greatly depending on existing conditions of fencing which will dictate amount of repair/prep work required.

Useful Life:  
5 years

Remaining Life:  
0 years



Best Case: \$ 4,000

Worst Case: \$ 5,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 28030 Pool Fence - Replace**

**Quantity: ~ 500 LF**

Location: Pool

Funded?: Yes.

History:

Comments: Metal railing determined to be in fair condition typically exhibits some minor to moderate amounts of surface wear and other signs of age which may include corrosion loose or unstable pieces/sections or hardware and/or overgrowth by surrounding vegetation. Overall appears to be in serviceable but declining condition. In our experience metal railing will typically eventually break down due to a combination of sun and weather exposure which is sometimes exacerbated by other factors such as irrigation overspray abuse and lack of preventive maintenance. For some types of fencing complete replacement is advisable over recoating or refinishing due to relatively short lifespan of coatings and consideration of total life-cycle cost.

Useful Life:  
30 years

Remaining Life:  
7 years



Best Case: \$ 28,000

Worst Case: \$ 35,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 28040 Pool Deck Furniture - Replace****Quantity: ~ (220) Pieces**

Location: Pool

Funded?: Yes.

History:

Comments: Pool furniture appeared in generally fair condition but based on reported age client should be prepared to replace soon. Includes (65) Chairs, (144) Chaise Lounges, (7) Tables, (7) Umbrellas. The furniture appeared in fair condition. No damage fading or outdated appearances of the furniture was observed. We recommend regular inspections and repair or replacement of any damaged pieces promptly to ensure safety. Protected storage of furniture when not in use can help to extend useful life. Best practice is to replace all pieces together in order to maintain consistent style and quality in the pool/recreation area. Costs can vary greatly based on type of pieces selected for replacement. Funding recommendation shown here is based on replacement with comparable number and quality of pieces.

Useful Life:  
10 years

Remaining Life:  
0 years



Best Case: \$ 92,000

Worst Case: \$ 161,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 28060 Deck - Resurface****Quantity: ~ 10000 GSF**

Location: Pool

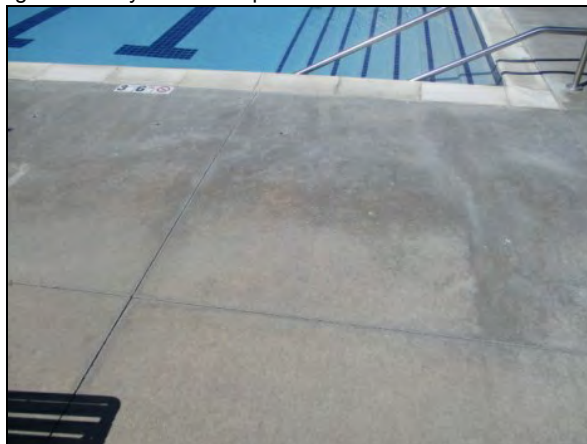
Funded?: Yes.

History:

Comments: Decking was observed to be in fair condition. The concrete surfaces exhibited minor hairline cracking and with some shrinkage and settlement cracks observed which can result in water entry to the base which can ultimately lead to trip hazards. Pool decks may be exposed to harsh chemicals that can leave stains if not addressed properly. Periodic pressure-washing and re-coating will restore the appearance and prolong the need for major restoration or replacement of the deck surface. Take note of any places where water is ponding which may result in slip-and-fall hazards if not corrected.

Useful Life:  
5 years

Remaining Life:  
2 years



Best Case: \$ 8,000

Worst Case: \$ 10,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 28090 Coping Stones - Repair**

**Quantity: ~ 360 LF**

Location: Pool

Funded?: Yes.

History:

Comments: Includes pool and wader pool. Coping stones were observed to be in fair condition. The concrete surfaces exhibited minor hairline cracking and with some shrinkage and settlement cracks observed, which can result in water entry to the base, which can ultimately lead to trip hazards. Exposure to sunlight, weather, and pool chemicals can lead to larger, more frequent repairs, especially for older properties. Inspect all areas periodically to identify trip hazards or other safety issues. Timeline and cost ranges shown here should be re-evaluated during future Reserve Study updates.

Useful Life:  
24 years

Remaining Life:  
1 years



Best Case: \$ 22,000

Worst Case: \$ 25,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 28100 Pool - Re-Tile**

**Quantity: ~ 280 LF**

Location: Pool

Funded?: Yes.

History:

Comments: Pool tile was observed to be in fair condition. Tiles exhibited minor cracking. Appearance was noted to be upholding appropriate aesthetic standards for the property. Small repairs to waterline tile should be done as needed as an Operating expense. Complete re-tiling is warranted at longer intervals to restore the look and feel of the interior finish. While drained for resurfacing any other repairs to lighting handrails stairs ladders etc. should be conducted as needed. This type of project is best suited for slow/offseason to minimize downtime during periods when pool is used heavily. Should be expected at the approximate interval shown below to preserve this important amenity of the client.

Useful Life:  
24 years

Remaining Life:  
1 years



Best Case: \$ 11,000

Worst Case: \$ 15,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 28110 Pool - Resurface**

**Quantity: ~ (1) 45x80 Pool**

Location: Pool

Funded?: Yes.

History:

Comments: Approximately 45 by 80 foot Pool resurfacing will restore the aesthetic quality of the pool while protecting the actual concrete shell of the pool from deterioration. While drained for resurfacing any other repairs to lighting handrails stairs ladders etc. should be conducted as needed. This type of project is best suited for slow/offseason to minimize downtime during periods when pool is used heavily. Should be expected at the approximate interval shown below in some cases schedule may need to be accelerated due to improper chemical balances or aesthetic preferences of the client.

Useful Life:  
12 years

Remaining Life:  
0 years



Best Case: \$ 80,000

Worst Case: \$ 100,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 28120 Wader Pool - Resurface**

**Quantity: ~ (1) Wader Pool**

Location: Pool/Spa Area

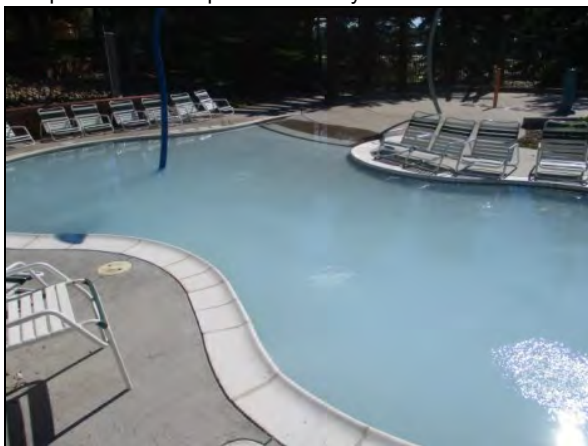
Funded?: Yes.

History:

Comments: Wader pool should be done at the same time whenever possible to achieve better pricing and minimize downtime. Resurfacing will restore the aesthetic quality of the spa while protecting the actual concrete shell from deterioration. While drained for resurfacing, any other repairs to lighting, handrails, stairs, ladders, etc. should be conducted as needed. This type of project is best suited for slow/offseason to minimize downtime during periods when spa is used heavily. Should be expected at the approximate interval shown below to preserve this important amenity of the client.

Useful Life:  
12 years

Remaining Life:  
0 years



Best Case: \$ 6,000

Worst Case: \$ 10,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 28170 Pool Heater - Replace**

**Quantity: ~ (1) Unit**

Location: Pool Mechanical

Funded?: Yes.

History: 2016

Comments: Raypack 2 Million BTU Model P-2005A Serial:1605421556. Pool vendor should inspect heater regularly to ensure proper function identify any required repairs etc. Internal components were not analyzed during our site inspection. Many clients choose not to heat their pools year-round which can prolong the life of the heater while reducing energy costs. When replacement models are being evaluated we recommend considering high efficiency models which may have a higher initial cost but will ultimately be less expensive due to reduced energy usage.

Useful Life:  
12 years

Remaining Life:  
4 years



Best Case: \$ 40,000

Worst Case: \$ 50,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 28180 Wader Heater - Replace**

**Quantity: ~ (1) Unit**

Location: Pool Mechanical

Funded?: Yes.

History: 2020

Comments: Raypack Model B-R408-EN-X ASME Serial: 2004506541 Pool vendor should inspect heater regularly to ensure proper function identify any required repairs etc. Internal components were not analyzed during our site inspection but typical signs of age and failure include rusting and corrosion around the burners worn electrical components etc. Many clients choose not to heat their pools year-round which can prolong the life of the heater while reducing energy costs. When replacement models are being evaluated we recommend considering high efficiency models which may have a higher initial cost but will ultimately be less expensive due to reduced energy usage. Vendor should inspect heater regularly to ensure proper function identify any required repairs etc. Internal components were not analyzed during our site inspection. Many clients choose not to heat their pools year-round which can prolong the life of the heater while reducing energy costs. When replacement models are being evaluated we recommend considering high efficiency models which may have a higher initial cost but will ultimately be less expensive due to reduced energy usage.

Useful Life:  
12 years

Remaining Life:  
8 years



Best Case: \$ 8,000

Worst Case: \$ 12,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 28190 Pool Filters - Replace**

**Quantity: ~ (2) Filters**

Location: Pool Mech Area

Funded?: Yes.

History:

Comments: Astral Model: 06683. Vendor should inspect regularly for optimal performance and address any repairs or preventive maintenance as needed. Life can vary depending on location, as well as level of use and preventive maintenance. Plan to replace at the approximate interval shown below.

Useful Life:  
30 years

Remaining Life:  
7 years



Best Case: \$ 40,000

Worst Case: \$ 60,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 28200 Spa Filter - Replace**

**Quantity: ~ (1) Filter**

Location: Pool Mechanical

Funded?: Yes.

History:

Comments: TR140 Filter. Pool vendor should inspect regularly for optimal performance and address any repairs or preventive maintenance as needed. Life can vary depending on location as well as level of use and preventive maintenance. In most cases replacement cost does not meet threshold for Reserve funding. Replace as needed within annual Operating budget. Vendor should inspect regularly for optimal performance and address any repairs or preventive maintenance as needed. Life can vary depending on location as well as level of use and preventive maintenance. Plan to replace at the approximate interval shown below.

Useful Life:  
20 years

Remaining Life:  
0 years



Best Case: \$ 1,100

Worst Case: \$ 1,500

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 28220 Pool/Spa Pumps – Repair/Replace**

**Quantity: ~ (3) Pumps**

Location: Pool Mechanical

Funded?: Yes.

History:

Comments: Includes (1) U.S. Motors 7.5Hp Model DA98 (1) 2hp Pentair Intelliflowfx (1) A.O. Smith small pump.. Pumps should be inspected regularly for leaks and other mechanical problems. Cost shown is based on replacement with the same type and size unless otherwise noted and includes small allowance for new piping/valves/other repairs as needed.

Useful Life:  
15 years

Remaining Life:  
0 years



Best Case: \$ 6,600

Worst Case: \$ 8,300

Cost Source: ARI Cost Database: Similar Project Cost History



**Comp #: 28250 Diving Blocks - Replace**

**Quantity: ~ (6) Blocks**

Location: Pool  
 Funded?: Yes.  
 History: 2017

Comments: As a routine maintenance expense diving board should be inspected above and below to ensure proper function and safety. Cracks in the plank structure can be a trip or injury hazard and may indicate that the structure is no longer safe for use. Attention should be paid to connection where board is attached to pool deck. Some clients choose not to replace diving boards upon failure or deterioration in order to minimize liability exposure. Unless otherwise noted or advised we assume the client will choose to replace with a comparable board.

Useful Life:  
 20 years

Remaining Life:  
 13 years



Best Case: \$ 12,000

Worst Case: \$ 18,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 28260 Pool Lane Dividers - Replace**

**Quantity: Numerous**

Location: Pool  
 Funded?: No.  
 History:

Comments: In general costs related to this component are expected to be included in the client's Operating budget. No recommendation for Reserve funding at this time. However any repair and maintenance or other related expenditures should be tracked and this component should be re-evaluated during future Reserve Study updates based on most recent information and data available at that time. If deemed appropriate for Reserve funding component can be included in the funding plan at that time.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:

**Comp #: 28270 Lifeguard Stands - Replace****Quantity: ~ (2) Stands**

Location: Pool

Funded?: Yes.

History:

Comments: As a routine maintenance expense the stand be inspected above and below to ensure proper function and safety. Cracks in the structure can be a trip or injury hazard and may indicate that the structure is no longer safe for use. Attention should be paid to connection where stand is attached to pool deck.

Useful Life:

15 years

Remaining Life:

0 years



Best Case: \$ 2,000

Worst Case: \$ 3,000

Cost Source: ARI Cost Database: Similar Project Cost History

**Tallyn's Reach Authority**  
**Interim Claims**  
**From 9/13/23 to 11/7/23**

Claims Paid via e-payment/bill.com

Vendor	Ref #	Description	Date	Total Amount
Ark Ecological Services, LLC	3606	Beautification: native grasses management	10/23/2023	\$ 18,862.47
Association Reserves	47446-0FP	Miscellaneous	10/23/2023	1,925.00
BrightView Landscape	8569530	Landscape management	10/23/2023	21,229.00
BrightView Landscape	8570622	Landscape management	10/23/2023	1,382.50
BrightView Landscape	8612912	Landscape management	10/23/2023	21,229.00
BrightView Landscape	8613851	Landscape management	10/23/2023	1,382.50
BrightView Landscape	8577294	Pest control	10/23/2023	9,166.67
BrightView Landscape	8553612	Miscellaneous common area maintenance	9/13/2023	557.60
BrightView Landscape	8578892	Tree maintenance	10/23/2023	3,600.00
BrightView Landscape	8611267	Tree maintenance	10/23/2023	3,600.00
BrightView Landscape	8605748	Native grass maintenance/upgrades	10/23/2023	726.40
BrightView Landscape	8553610	Beautification: flowers & shrubs	9/13/2023	15,860.73
BrightView Landscape	8598703	Turf conversions to natives/xeriscaping	10/23/2023	7,000.00
BrightView Landscape	8549795	Trails upgrades	9/13/2023	6,308.05
CenturyLink	303-693-6017Aug23	Telephone/access control	10/23/2023	406.30
CenturyLink	303-693-6017Sep23	Telephone/access control	10/23/2023	406.30
CliftonLarsonAllen, LLP	3860054	Accounting	10/23/2023	3,031.09
CliftonLarsonAllen, LLP	3863842	Accounting	10/23/2023	10,681.76
CliftonLarsonAllen, LLP	3891428	Accounting	10/23/2023	4,559.00
CliftonLarsonAllen, LLP	3834418	District management	9/13/2023	3,391.66
CliftonLarsonAllen, LLP	3891433	Authority management	10/23/2023	3,391.66
CliftonLarsonAllen, LLP	3834418	Property management	9/13/2023	7,500.00
CliftonLarsonAllen, LLP	3891433	Property management	10/23/2023	7,500.00
CliftonLarsonAllen, LLP	3834418	Direct costs - postage, mailing, mileage, etc	9/13/2023	2,439.67
CliftonLarsonAllen, LLP	3891433	Direct costs - postage, mailing, mileage, etc	10/23/2023	912.17
CliftonLarsonAllen, LLP	3834418	Billing	9/13/2023	2,383.33
CliftonLarsonAllen, LLP	3891433	Billing	10/23/2023	2,383.33
Courtesy Plumbing & Heating	i12769	Pool repairs	9/13/2023	3,868.36
CPS Distributors	0012154368-001	Irrigation repairs	9/13/2023	492.49
CPS Distributors	0012332601-001	Irrigation repairs	10/23/2023	288.62
CPS Distributors	0012500812-001	Irrigation repairs	10/23/2023	41.60
CPS Distributors	0012500871-001	Irrigation repairs	10/23/2023	622.12
CPS Distributors	0012651521-001	Irrigation repairs	10/23/2023	1,455.10
CPS Distributors	0012767616-001	Irrigation repairs	10/23/2023	841.87
ET Irrigation Management Specialist LLC	3634	Irrigation repairs	9/13/2023	9,777.34
ET Irrigation Management Specialist LLC	3646	Irrigation repairs	9/13/2023	967.74
ET Irrigation Management Specialist LLC	3703	Irrigation repairs	10/23/2023	4,944.42
ET Irrigation Management Specialist LLC	3763	Irrigation repairs	10/23/2023	3,911.15
ET Irrigation Management Specialist LLC	3619	Irrigation management	9/13/2023	13,564.00
ET Irrigation Management Specialist LLC	3736	Irrigation management	10/23/2023	13,564.00
Heatherly Creative LLC	106	Website	10/23/2023	300.00
IMEG	21008104.01-10	Retaining walls	10/23/2023	7,155.00
IMEG	21008104.04-3	Retention/Detention ponds maintenance	10/23/2023	1,500.00
MFish Graphics LLC	1316	Beautification: wood posts maintenance	10/23/2023	24,153.50
Orten Cavanagh Holmes & Hunt LLC	140537	Legal collections	10/23/2023	150.00
Orten Cavanagh Holmes & Hunt LLC	141115	Legal collections	10/23/2023	8.69
Radiant Lighting Services Inc.	13393A	Lighting/electrical repairs	9/13/2023	734.42
Radiant Lighting Services Inc.	12144.7A	Lighting/electrical repairs	10/23/2023	170.00
Radiant Lighting Services Inc.	12144.8A	Lighting/electrical repairs	10/23/2023	170.00
Radiant Lighting Services Inc.	13513B	Lighting/electrical repairs	10/23/2023	9,933.62
Radiant Lighting Services Inc.	13690A	Lighting/electrical repairs	10/23/2023	295.25
Rocky Mountain Flag Company LLC	20523	Flag maintenance	9/13/2023	85.00
Schedio Group LLC	230602-2187	Engineering	10/23/2023	484.00
UMB Bank N.A.	955892	Paying agent fees	10/23/2023	300.00
Waste Management of Denver	2283046-0178-1	Trash removal	10/23/2023	763.69
Waste Management of Denver	2320666-0178-1	Trash removal	10/23/2023	1,082.29
White Bear Ankele Tanaka & Waldron	24743	Legal	9/13/2023	33.00
White Bear Ankele Tanaka & Waldron	29713	Legal	10/23/2023	8,368.44
White Bear Ankele Tanaka & Waldron	30315	Legal	10/23/2023	11,164.58
White Bear Ankele Tanaka & Waldron	30315	Election	10/23/2023	92.25
WIPFLI	2344678	Auditing	10/23/2023	4,000.00
WIPFLI	2344687	Auditing	10/23/2023	4,000.00
Xcel Energy	53-1997809-9Aug23	Gas	10/23/2023	6,224.71
Xcel Energy	53-1997809-9Jul23	Gas	10/23/2023	3,085.00
YMCA of Metropolitan Denver	072023-TR	Security	10/23/2023	291.77
YMCA of Metropolitan Denver	072023-TR	Pest control	10/23/2023	77.28
YMCA of Metropolitan Denver	072023-TR	Pool contract	10/23/2023	41,280.73
YMCA of Metropolitan Denver	P_16547	Pool contract	10/23/2023	2,774.00
YMCA of Metropolitan Denver	072023-TR	Pool repairs	10/23/2023	7,786.52
YMCA of Metropolitan Denver	P_16547	Pool repairs	10/23/2023	1,435.75
YMCA of Metropolitan Denver	072023-TR	Pool chemicals	10/23/2023	897.95

**Tallyn's Reach Authority**  
**Interim Claims**  
**From 9/13/23 to 11/7/23**

Claims Paid via e-payment/bill.com

<b>Vendor</b>	<b>Ref #</b>	<b>Description</b>	<b>Date</b>	<b>Total Amount</b>
YMCA of Metropolitan Denver	P_16547	Pool chemicals	10/23/2023	14,498.01
YMCA of Metropolitan Denver	072023-TR	Clubhouse management	10/23/2023	2,774.00
YMCA of Metropolitan Denver	P_16547	Clubhouse maintenance supplies	10/23/2023	60.75
YMCA of Metropolitan Denver	072023-TR	Indoor building maintenance	10/23/2023	1,329.57
YMCA of Metropolitan Denver	072023-TR	Janitorial/housekeeping	10/23/2023	1,050.23
<b>TOTAL</b>				<b>\$ 374,665.00</b>

Claims Paid via ACH

<b>Vendor</b>	<b>Ref #</b>	<b>Description</b>	<b>Date</b>	<b>Total Amount</b>
Aurora Water	23-Aug	Water/sewer	10/1/2023	58,984.73
Aurora Water	23-Sep	Water/sewer	10/31/2023	33,135.76
<b>TOTAL</b>				<b>\$ 92,120.49</b>

**TALLYN'S REACH AUTHORITY**  
**FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2023**

**Tallyns Reach Authority**  
**Balance Sheet - Governmental Funds**  
**September 30, 2023**

	<u>General</u>	<u>Capital Projects</u>	<u>Total</u>
<b>Assets</b>			
Checking Account	\$ 333,473.45	\$ -	\$ 333,473.45
Colotrust	282,568.43	278,778.25	561,346.68
Colotrust Edge	-	526,512.85	526,512.85
Accounts Receivable	1,077,831.33	-	1,077,831.33
<b>Total Assets</b>	<u><u>\$ 1,693,873.21</u></u>	<u><u>\$ 805,291.10</u></u>	<u><u>\$ 2,499,164.31</u></u>
<b>Liabilities</b>			
Accounts Payable	\$ 346,558.26	\$ 9,226.40	\$ 355,784.66
Prepaid Owner Fees	18,791.85	-	18,791.85
Unearned Revenue	532,335.00	-	532,335.00
<b>Total Liabilities</b>	<u>897,685.11</u>	<u>9,226.40</u>	<u>906,911.51</u>
<b>Fund Balances</b>	<u>796,188.10</u>	<u>796,064.70</u>	<u>1,592,252.80</u>
<b>Liabilities and Fund Balances</b>	<u><u>\$ 1,693,873.21</u></u>	<u><u>\$ 805,291.10</u></u>	<u><u>\$ 2,499,164.31</u></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**  
**General Fund Statement of Revenues, Expenditures and Changes in**  
**Fund Balances - Budget and Actual**  
**For the Period Ending September 30, 2023**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 10,000	\$ 6,094	\$ 3,906
Other revenue	1,000	20,705	(19,705)
General operations fees - Homes	1,695,760	1,263,307	432,453
General operations fees - Apartments	434,520	325,890	108,630
Clubhouse rental	25,000	12,235	12,765
Legal/late/collection income	-	1,796	(1,796)
Penalties	-	26,436	(26,436)
Pool keys	1,000	50	950
Transfer from TRMD No. 2	250,000	250,000	-
Transfer from TRMD No. 3	250,000	250,000	-
Total Revenue	<u>2,667,280</u>	<u>2,156,513</u>	<u>510,767</u>
Expenditures			
Administration	244,650	184,007	60,643
Operations	235,000	115,731	119,269
Grounds	1,199,492	828,262	371,230
Recreation	352,033	306,548	45,485
Utilities	345,000	228,243	116,757
Total Expenditures	<u>2,376,175</u>	<u>1,662,791</u>	<u>713,384</u>
Other Financing Sources (Uses)			
Transfers to other fund	(300,000)	-	(300,000)
Total Other Financing Sources (Uses)	<u>(300,000)</u>	<u>-</u>	<u>(300,000)</u>
Net Change in Fund Balances	(8,895)	493,722	(502,617)
Fund Balance - Beginning	215,562	302,466	(86,904)
Fund Balance - Ending	<u>\$ 206,667</u>	<u>\$ 796,188</u>	<u>\$ (589,521)</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**  
**General Fund Schedule of Expenditures - Budget and Actual**  
**For the Period Ending September 30, 2023**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Expenditures			
Administration			
Accounting	48,400	55,335	(6,935)
Billing	28,600	21,450	7,150
Auditing	12,000	8,000	4,000
Authority management	40,700	30,525	10,175
Dues and membership	3,500	2,219	1,281
Election	18,950	2,108	16,842
Insurance	26,000	28,873	(2,873)
Administrative legal services	50,000	25,971	24,029
Authority mapping services	10,000	1,500	8,500
Miscellaneous	5,000	7,426	(2,426)
Website	1,500	600	900
Total Administration expenditures	<u>244,650</u>	<u>184,007</u>	<u>60,643</u>
Operations			
Property management	90,000	67,500	22,500
Operations legal services	50,000	29,408	20,592
Legal collections	20,000	1,727	18,273
Direct costs - postage, mailing, mileage, etc	25,000	16,612	8,388
Engineering	50,000	484	49,516
Total Operations expenditures	<u>235,000</u>	<u>115,731</u>	<u>119,269</u>
Grounds			
Flag maintenance	5,000	666	4,334
Fountain maintenance	1,000	-	1,000
Seasonal decor	20,000	-	20,000
Lighting/electrical repairs	5,000	24,192	(19,192)
Landscape management	291,338	213,743	77,595
Annual flowers	30,000	39,941	(9,941)
Irrigation repairs	75,000	62,547	12,452
Irrigation management	92,904	78,304	14,601
Pest control	23,000	18,797	4,203
Miscellaneous common area maintenance	7,000	558	6,442
Retaining walls	5,000	-	5,000
Retention/Detention ponds	25,000	-	25,000
Tree maintenance	110,000	109,623	376
Perennial bed maintenance	30,000	47,562	(17,561)
Snow removal	83,250	40,947	42,302
Winter watering	36,000	14,400	21,600
Beautification: native grasses management	100,000	30,973	69,027
Beautification: flowers & shrubs	200,000	40,868	159,132
Beautification: wood posts maintenance	30,000	48,698	(18,698)
Beautification: mulch refresh	30,000	56,443	(26,443)
Total Grounds expenditures	<u>1,199,492</u>	<u>828,262</u>	<u>371,230</u>
Recreation			
Pool contract	165,738	170,451	(4,713)
Pool repairs	20,000	12,666	7,334
Pool chemicals	15,000	18,000	(3,000)
Pool furniture	60,000	57,203	2,797
Pool equipment	5,000	-	5,000
Kiddie pool	5,000	-	5,000

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**  
**General Fund Schedule of Expenditures - Budget and Actual**  
**For the Period Ending September 30, 2023**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Clubhouse management	33,295	19,418	13,877
Storage building/Pool house	2,000	-	2,000
Security	-	1,475	(1,475)
Clubhouse maintenance supplies	3,000	-	3,000
Indoor building maintenance	5,000	10,694	(5,694)
Outside building maintenance	5,000	-	5,000
Trash removal	8,000	7,547	452
Janitorial/housekeeping	7,000	3,251	3,750
Playground equipment	1,000	-	1,000
Telephone/access control	6,000	3,566	2,434
Supplies other	5,000	-	5,000
Tennis court maintenance	2,000	-	2,000
Events	4,000	2,277	1,723
Total Recreation expenditures	<u>352,033</u>	<u>306,548</u>	<u>45,485</u>
Utilities			
Water	325,000	203,482	121,518
Gas	20,000	24,761	(4,761)
Total Utilities expenditures	<u>345,000</u>	<u>228,243</u>	<u>116,757</u>
Total Expenditures	<u>2,376,175</u>	<u>1,662,791</u>	<u>713,384</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**

**Tallyns Reach Authority**  
**Capital Projects Fund Schedule of Revenues, Expenditures and Changes in**  
**Fund Balances - Budget and Actual**  
**For the Period Ending September 30, 2023**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 10,000.00	\$ 38,402.93	\$ (28,402.93)
Other revenue	-	114,731.72	(114,731.72)
Total Revenue	<u>10,000.00</u>	<u>153,134.65</u>	<u>(143,134.65)</u>
Expenditures			
Irrigation updates	70,000.00	12,300.00	57,700.00
Retaining walls	150,000.00	3,848.70	146,151.30
Retention/Detention ponds	-	21,300.12	(21,300.12)
Tree replacements	200,000.00	155,410.24	44,589.76
Native grass restoration/upgrades	50,000.00	6,175.48	43,824.52
Signage	30,000.00	24,562.29	5,437.71
Pool improvements	10,000.00	-	10,000.00
Pool repairs	10,000.00	-	10,000.00
Clubhouse improvements	10,000.00	-	10,000.00
Turf conversions to natives/xeriscaping	75,000.00	27,431.01	47,568.99
Monuments	-	153,458.80	(153,458.80)
Picnic tables & park benches	5,000.00	-	5,000.00
Trails upgrades	5,000.00	16,601.28	(11,601.28)
Streets	100,000.00	-	100,000.00
Storm drainage	-	1,820.00	(1,820.00)
Total Expenditures	<u>715,000.00</u>	<u>422,907.92</u>	<u>292,092.08</u>
Other Financing Sources (Uses)			
Transfers from other funds	300,000.00	-	300,000.00
Total Other Financing Sources (Uses)	<u>300,000.00</u>	<u>-</u>	<u>300,000.00</u>
Net Change in Fund Balances	(405,000.00)	(269,773.27)	(135,226.73)
Fund Balance - Beginning	1,054,713.00	1,065,837.97	(11,124.97)
Fund Balance - Ending	<u>\$ 649,713.00</u>	<u>\$ 796,064.70</u>	<u>\$ (146,351.70)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**TALLYNS REACH AUTHORITY**  
Schedule of Cash Position  
Updated as of November 9, 2023

	<u>General Fund</u>	<u>Capital Fund</u>	<u>Total</u>
<b><u>1st Bank Checking</u></b>			
Balance as of 09/30/23	\$ 333,473.45	\$ -	\$ 333,473.45
Subsequent activities:			
10/01/23 - Aurora Water autopay	(58,984.73)	-	(58,984.73)
10/24/23 - Bill.com Payables	(286,620.21)	(16,381.40)	(303,001.61)
10/20/23 - Transfer from CT	83,618.60	16,381.40	100,000.00
10/31/23 - Aurora Water autopay	(33,135.76)	-	(33,135.76)
10/31/23 - October Operations Fees Deposits	172,984.09	-	172,984.09
11/08/23 - November Operations Fees Deposits	173,509.67	-	173,509.67
<i>Anticipated Transfer from Colotrust</i>	-	181,113.70	181,113.70
<i>Anticipated Bill.Com Payables</i>	(150,453.61)	(181,113.70)	(331,567.31)
<b><i>Anticipated Balance</i></b>	<b><u>\$ 234,391.50</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 234,391.50</u></b>
<b><u>ColoTrust</u></b>			
Balance as of 09/30/23	\$ 282,568.43	\$ 278,778.25	\$ 561,346.68
Subsequent activities:			
10/20/23 - Transfer to 1st Bank	(83,618.60)	(16,381.40)	(100,000.00)
10/24/23 - Transfer from Tallyn's Reach MD No. 3	250,000.00	-	250,000.00
10/24/23 - Transfer from CT Edge	-	300,000.00	300,000.00
10/31/23 - Interest Income	1,356.36	1,726.28	3,082.64
<i>Anticipated Transfer from Tallyn's Reach MD No. 2</i>	250,000.00	-	250,000.00
<i>Anticipated Interfund Transfer</i>	(300,000.00)	300,000.00	-
<i>Anticipated Transfer to 1st Bank</i>	-	(181,113.70)	(181,113.70)
<b><i>Anticipated Balance</i></b>	<b><u>\$ 400,306.19</u></b>	<b><u>\$ 683,009.43</u></b>	<b><u>\$ 1,083,315.62</u></b>
<b><u>ColoTrust Edge</u></b>			
Balance as of 09/30/23	\$ -	\$ 526,512.85	\$ 526,512.85
Subsequent activities:			
10/24/23 - Transfer to ColoTrust	-	(300,000.00)	(300,000.00)
10/31/23 - Interest income	-	2,363.40	2,363.40
<b><i>Anticipated Balance</i></b>	<b><u>\$ -</u></b>	<b><u>\$ 228,876.25</u></b>	<b><u>\$ 228,876.25</u></b>
<b><i>Total Anticipated Balances</i></b>	<b><u>\$ 634,697.69</u></b>	<b><u>\$ 911,885.68</u></b>	<b><u>\$ 1,546,583.37</u></b>

**Yield Information @ 10/31/23:**

Colotrust Plus - 5.5294%

Colotrust Edge - 5.4821%

**TALLYNS REACH AUTHORITY  
2023 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 - Homes**

The general operations fee is a fee billed quarterly to residential units at a rate of \$235 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.

**General Operations Fees - Apartments**

The sanctuary assessments are a fee billed to apartments at a rate of \$108,630 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. Apartments receive a fee discount from residential units to account for lack of pool access.

**Intergovernmental revenue**

During 2023, 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 as required by law and to supplement the contribution to the Authority Capital Fund (Reserves).

**Net Investment Income**

Interest earned on the District's available funds has been estimated at historical interest rates earnings.

**TALLYNS REACH AUTHORITY  
2023 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.

**TALLYN'S REACH AUTHORITY**

**ANNUAL BUDGET**

**FOR THE YEAR ENDING DECEMBER 31, 2024**

**TALLYN'S REACH AUTHORITY  
SUMMARY  
2024 BUDGET  
WITH 2022 ACTUAL AND 2023 ESTIMATED  
For the Years Ended and Ending December 31,**

11/10/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 7/31/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 1,204,450	\$ 1,270,275	\$ 1,368,304	\$ 1,368,304	\$ 1,585,762
REVENUES					
General operations fees - Homes	1,577,696	1,695,760	1,267,352	1,695,760	1,804,000
General operations fees - Apartments	285,600	434,520	325,890	434,520	444,720
Clubhouse rental	22,000	25,000	9,950	17,500	25,000
Interest income	22,671	20,000	34,669	56,250	65,000
Legal/late/collection income	12,386	-	162	250	-
Penalties	24,116	-	18,800	30,000	-
Pool keys	800	1,000	50	500	1,000
Other revenue	37,396	1,000	135,437	135,437	1,000
Transfer from TRMD No. 2	250,000	250,000	250,000	250,000	93,798
Transfer from TRMD No. 2 - O&M	-	-	-	-	27,471
Transfer from TRMD No. 3	250,000	250,000	250,000	250,000	159,441
Transfer from TRMD No. 3 - O&M	-	-	-	-	90,559
Total revenues	<u>2,482,665</u>	<u>2,677,280</u>	<u>2,292,310</u>	<u>2,870,217</u>	<u>2,711,989</u>
TRANSFERS IN	<u>500,000</u>	<u>300,000</u>	<u>-</u>	<u>300,000</u>	<u>300,000</u>
Total funds available	<u>4,187,115</u>	<u>4,247,555</u>	<u>3,660,614</u>	<u>4,538,521</u>	<u>4,597,751</u>
EXPENDITURES					
General Fund	2,018,053	2,376,175	1,330,010	2,151,007	2,345,286
Capital Projects Fund	300,758	715,000	407,373	501,752	745,000
Total expenditures	<u>2,318,811</u>	<u>3,091,175</u>	<u>1,737,383</u>	<u>2,652,759</u>	<u>3,090,286</u>
TRANSFERS OUT	<u>500,000</u>	<u>300,000</u>	<u>-</u>	<u>300,000</u>	<u>300,000</u>
Total expenditures and transfers out requiring appropriation	<u>2,818,811</u>	<u>3,391,175</u>	<u>1,737,383</u>	<u>2,952,759</u>	<u>3,390,286</u>
ENDING FUND BALANCES	<u>\$ 1,368,304</u>	<u>\$ 856,380</u>	<u>\$ 1,923,231</u>	<u>\$ 1,585,762</u>	<u>\$ 1,207,465</u>



**TALLYN'S REACH AUTHORITY**  
**GENERAL FUND**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

11/10/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 7/31/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 354,432	\$ 215,562	\$ 302,466	\$ 302,466	\$ 556,944
REVENUES					
General operations fees - Homes	1,577,696	1,695,760	1,267,352	1,695,760	1,804,000
General operations fees - Apartments	285,600	434,520	325,890	434,520	444,720
Clubhouse rental	22,000	25,000	9,950	17,500	25,000
Interest income	6,093	10,000	3,631	6,250	25,000
Legal/late/collection income	12,386	-	162	250	-
Penalties	24,116	-	18,800	30,000	-
Pool keys	800	1,000	50	500	1,000
Other revenue	37,396	1,000	20,705	20,705	1,000
Transfer from TRMD No. 2	250,000	250,000	250,000	250,000	93,798
Transfer from TRMD No. 2 - O&M	-	-	-	-	27,471
Transfer from TRMD No. 3	250,000	250,000	250,000	250,000	159,441
Transfer from TRMD No. 3 - O&M	-	-	-	-	90,559
Total revenues	<u>2,466,087</u>	<u>2,667,280</u>	<u>2,146,540</u>	<u>2,705,485</u>	<u>2,671,989</u>
TRANSFERS IN					
Total funds available	<u>2,820,519</u>	<u>2,882,842</u>	<u>2,449,006</u>	<u>3,007,951</u>	<u>3,228,933</u>
EXPENDITURES					
Administration	353,980	244,650	136,559	226,492	254,008
Operation	145,961	235,000	86,568	180,000	243,950
Grounds	1,022,405	1,199,492	674,488	1,125,279	1,209,868
Recreation	220,844	352,033	248,459	339,236	351,460
Utilities	274,863	345,000	183,936	280,000	286,000
Total expenditures	<u>2,018,053</u>	<u>2,376,175</u>	<u>1,330,010</u>	<u>2,151,007</u>	<u>2,345,286</u>
TRANSFERS OUT					
Transfers to other fund	<u>500,000</u>	<u>300,000</u>	<u>-</u>	<u>300,000</u>	<u>300,000</u>
Total expenditures and transfers out requiring appropriation	<u>2,518,053</u>	<u>2,676,175</u>	<u>1,330,010</u>	<u>2,451,007</u>	<u>2,645,286</u>
ENDING FUND BALANCES	<u>\$ 302,466</u>	<u>\$ 206,667</u>	<u>\$ 1,118,996</u>	<u>\$ 556,944</u>	<u>\$ 583,647</u>

**TALLYN'S REACH AUTHORITY  
GENERAL FUND  
SCHEDULE OF EXPENDITURE DETAILS  
2024 BUDGET  
WITH 2022 ACTUAL AND 2023 ESTIMATED  
For the Years Ended and Ending December 31,**

11/10/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 7/31/2023	ESTIMATED 2023	BUDGET 2024
<b>EXPENDITURES</b>					
<b>Administration</b>					
Accounting	\$ 66,776	\$ 48,400	\$ 38,122	\$ 62,000	\$ 63,000
Administrative legal services	89,189	50,000	17,603	35,000	55,000
Auditing	10,700	12,000	-	12,000	8,800
Authority management	37,000	40,700	23,742	40,700	47,008
Authority mapping services	9,732	10,000	1,500	3,000	10,000
Billing	26,000	28,600	16,683	28,600	31,200
Dues and membership	3,264	3,500	2,219	2,219	3,500
Election	86,197	18,950	2,016	4,000	-
Insurance	24,570	26,000	28,873	28,873	29,000
Miscellaneous	(48)	5,000	5,501	9,500	5,000
Website	600	1,500	300	600	1,500
<b>Total Administration</b>	<b>\$ 353,980</b>	<b>\$ 244,650</b>	<b>\$ 136,559</b>	<b>\$ 226,492</b>	<b>\$ 254,008</b>
<b>Operation</b>					
Direct costs - postage, mailing, mileage, etc	\$ 26,124	\$ 25,000	\$ 14,257	\$ 25,000	\$ 25,000
Engineering	9,380	50,000	-	25,000	50,000
Legal collections	10,639	20,000	1,568	5,000	15,000
Operations legal services	36,818	50,000	18,244	35,000	50,000
Property management	63,000	90,000	52,500	90,000	103,950
<b>Total Operation</b>	<b>\$ 145,961</b>	<b>\$ 235,000</b>	<b>\$ 86,569</b>	<b>\$ 180,000</b>	<b>\$ 243,950</b>
<b>Grounds</b>					
Annual flowers	\$ 44,938	\$ 30,000	\$ 39,941	\$ 39,941	\$ 20,000
Beautification: flowers & shrubs	180,836	200,000	25,007	50,000	150,000
Beautification: mulch refresh	21,411	30,000	56,442	90,000	50,000
Beautification: native grasses management	92,086	100,000	15,568	25,000	100,000
Beautification: wood posts maintenance	-	30,000	24,394	40,000	30,000
Beauty band mowing	1,984	-	-	-	-
Flag maintenance	8,648	5,000	665	1,500	5,000
Fountain maintenance	-	1,000	-	500	1,000
Irrigation management	86,647	92,904	64,740	110,000	92,904
Irrigation repairs	99,816	75,000	51,313	80,000	100,000
Landscape management	242,940	291,338	168,520	291,338	269,964
Lighting/electrical repairs	3,423	5,000	13,013	20,000	12,500
Miscellaneous common area maintenance	3,883	7,000	-	2,000	5,000
Perennial bed maintenance	-	30,000	47,561	60,000	50,000
Pest control	1,614	23,000	9,553	15,000	17,500
Retaining walls	-	5,000	-	5,000	5,000
Retention/Detention ponds	20,000	25,000	-	25,000	10,000
Seasonal decor	13,595	20,000	-	15,000	15,000
Signage maintenance	29,007	-	-	-	-
Snow removal	65,566	83,250	40,947	75,000	125,000
Tree maintenance	102,811	110,000	102,424	150,000	115,000
Winter watering	3,200	36,000	14,400	30,000	36,000
<b>Total Grounds</b>	<b>\$ 1,022,405</b>	<b>\$ 1,199,492</b>	<b>\$ 674,488</b>	<b>\$ 1,125,279</b>	<b>\$ 1,209,868</b>
<b>Recreation</b>					
Clubhouse maintenance supplies	\$ 153	\$ 3,000	\$ -	\$ 1,000	\$ 3,000
Clubhouse management	32,920	33,295	16,644	33,295	34,960
Events	2,863	4,000	2,277	4,000	5,000
Indoor building maintenance	11,283	5,000	9,364	15,000	15,000
Janitorial/housekeeping	5,210	7,000	2,200	4,500	7,000
Kiddie pool	-	5,000	-	2,000	5,000
Outside building maintenance	725	5,000	-	2,000	2,500
Playground equipment	-	1,000	-	1,000	1,000
Pool chemicals	12,592	15,000	17,102	25,000	20,000
Pool contract	104,520	165,738	129,170	165,738	142,000
Pool equipment	1,147	5,000	-	2,000	25,000
Pool furniture	18,796	60,000	57,203	57,203	30,000
Pool repairs	8,868	20,000	4,879	15,000	25,000
Security	10,003	-	1,183	-	5,000
Storage building/Pool house	-	2,000	-	1,000	2,000
Supplies other	-	5,000	-	1,000	5,000
Telephone/access control	4,406	6,000	2,754	4,750	6,000
Tennis court maintenance	-	2,000	-	1,000	10,000
Trash removal	7,358	8,000	5,683	3,750	8,000
<b>Total Recreation</b>	<b>\$ 220,844</b>	<b>\$ 352,033</b>	<b>\$ 248,459</b>	<b>\$ 339,236</b>	<b>\$ 351,460</b>
<b>Utilities</b>					
Water	\$ 250,337	\$ 325,000	\$ 166,685	\$ 250,000	\$ 256,000
Gas	24,526	20,000	17,251	30,000	30,000
<b>Total Utilities</b>	<b>\$ 274,863</b>	<b>\$ 345,000</b>	<b>\$ 183,936</b>	<b>\$ 280,000</b>	<b>\$ 286,000</b>

**TALLYN'S REACH AUTHORITY  
CAPITAL PROJECTS FUND  
2024 BUDGET  
WITH 2022 ACTUAL AND 2023 ESTIMATED  
For the Years Ended and Ending December 31,**

11/10/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 7/31/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 850,018	\$ 1,054,713	\$ 1,065,838	\$ 1,065,838	\$ 1,028,818
REVENUES					
Interest income	16,578	10,000	31,038	50,000	40,000
Other revenue	-	-	114,732	114,732	-
Total revenues	<u>16,578</u>	<u>10,000</u>	<u>145,770</u>	<u>164,732</u>	<u>40,000</u>
TRANSFERS IN					
Transfers from other funds	<u>500,000</u>	<u>300,000</u>	<u>-</u>	<u>300,000</u>	<u>300,000</u>
Total funds available	<u>1,366,596</u>	<u>1,364,713</u>	<u>1,211,608</u>	<u>1,530,570</u>	<u>1,368,818</u>
EXPENDITURES					
General and Administrative					
Capital Projects					
Clubhouse improvements	11,505	10,000	-	5,000	5,000
Irrigation updates	22,638	70,000	12,300	20,000	40,000
Monuments	42,767	-	153,459	153,459	150,000
Native grass restoration/upgrades	38,628	50,000	5,449	15,000	50,000
Picnic tables & park benches	7,337	5,000	-	-	5,000
Pool improvements/repairs	-	10,000	-	-	-
Pool Improvements	7,800	10,000	-	-	50,000
Retaining walls	10,186	150,000	3,849	10,000	5,000
Retention/Detention ponds	-	-	19,800	30,000	40,000
Security system	-	-	-	-	25,000
Signage	-	30,000	24,562	40,000	-
Storm drainage	1,893	-	1,820	3,000	-
Streets	15,741	100,000	-	-	150,000
Trails upgrades	-	5,000	10,293	10,293	10,000
Tree replacements	-	200,000	155,410	175,000	60,000
Turf conversions to natives/xeriscaping	115,726	75,000	20,431	40,000	125,000
Wood Post Replacement	26,537	-	-	-	30,000
Total expenditures	<u>300,758</u>	<u>715,000</u>	<u>407,373</u>	<u>501,752</u>	<u>745,000</u>
TRANSFERS OUT					
Total expenditures and transfers out requiring appropriation	<u>300,758</u>	<u>715,000</u>	<u>407,373</u>	<u>501,752</u>	<u>745,000</u>
ENDING FUND BALANCES	<u>\$ 1,065,838</u>	<u>\$ 649,713</u>	<u>\$ 804,235</u>	<u>\$ 1,028,818</u>	<u>\$ 623,818</u>

**TALLYN'S REACH AUTHORITY  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

The Tallyn's 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 - Homes**

The general operations fee is a fee billed quarterly to residential units at a rate of \$250 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.

**General Operations Fees - Apartments**

The sanctuary assessments are a fee billed to apartments at a rate of \$218 per apartment 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. Apartments receive a fee discount from residential units to account for lack of pool access.

**Intergovernmental revenue**

During 2024, the Authority anticipates receiving \$121,269 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 and Operations and Maintenance expenses as required by law and to supplement the contribution to the Authority Capital Fund (Reserves).

**Net Investment Income**

Interest earned on the District's available funds has been estimated at historical interest rates earnings.

**TALLYN'S REACH AUTHORITY  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Expenditures**

**Administrative and Operating Expenditures**

Administrative and operations and maintenance 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.

**This information is an integral part of the accompanying budget.**

**RESOLUTION**  
**ADOPTING BUDGET AND APPROPRIATING FUNDS**  
**FOR THE CALENDAR YEAR 2024**

---

The Board of Directors of Tallyn’s Reach Authority (the “**Board**”), City of Aurora, Arapahoe County, Colorado (the “**Authority**”), held a regular meeting, via teleconference and at 24900 E. Park Crescent Dr., Aurora, on November 14, 2023, at the hour of 6:00 p.m.

Prior to the meeting, each of the directors was notified of the date, time and place of the budget meeting and the purpose for which it was called and a notice of the meeting was posted or published in accordance with §29-1-106, C.R.S.

*[Remainder of Page Intentionally Left Blank]*

NOTICE AS TO PROPOSED 2024 BUDGET

WHEREAS, the Board has designated its accountant to prepare and submit a proposed budget to the Board in accordance with Colorado law; and

WHEREAS, the proposed budget has been submitted to the Board for its review and consideration; and

WHEREAS, upon due and proper notice, provided in accordance with Colorado law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held and interested electors were given the opportunity to register their protest to the proposed budget prior to the adoption of the budget by the Board.

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

Section 1. Adoption of Budget. The budget attached hereto and incorporated herein is approved and adopted as the budget of the Authority for fiscal year 2024. In the event of recertification of values by the County Assessor's Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization. Any such modification to the budget or certification as contemplated by this Section 1 shall be deemed ratified by the Board.

Section 2. Appropriations. The amounts set forth as expenditures in the budget attached hereto are hereby appropriated.

Section 3. Filing of Budget and Budget Message. The Board hereby directs its legal counsel, manager or other designee to file a certified copy of the adopted budget resolution, the budget and budget message with the Division of Local Government by January 30 of the ensuing year.

Section 4. Budget Certification. The budget shall be certified by a member of the Authority, or a person appointed by the Authority, and made a part of the public records of the Authority.

*[Remainder of Page Intentionally Left Blank]*



ADOPTED NOVEMBER 14, 2023.

**AUTHORITY:**

**TALLYN’S REACH AUTHORITY**

By: \_\_\_\_\_  
Officer of the Authority

Attest:

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel to the Authority

STATE OF COLORADO  
COUNTY OF ARAPAHOE  
TALLYN’S REACH AUTHORITY

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted by a majority of the Board at a Authority meeting held at 24900 E. Park Crescent Dr., Aurora, Colorado and via teleconference on Tuesday, November 14, 2023, as recorded in the official record of the proceedings of the Authority.

IN WITNESS WHEREOF, I have hereunto subscribed my name this \_\_\_\_ day of November 2023.

\_\_\_\_\_

**EXHIBIT A**  
**BUDGET DOCUMENT**  
**BUDGET MESSAGE**

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

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

**(Adoption of a New Fee Schedule - 2024)**

---

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

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

WHEREAS, on July 16, 2019, the Board of Directors of the Authority (the “**Board**”) adopted the Amended and Restated Resolution Concerning the Imposition of Authority Fees, which was recorded on August 07, 2019 with the Clerk and Recorder of Arapahoe County at Reception Number D9079638 and subsequently amended on November 10, 2020, by that certain First Amendment to the Resolution Concerning the Imposition of Authority Fees which was recorded with the Clerk and Recorder of Arapahoe County at Reception Number E0181045, and on November 16, 2021, by that certain Second Amendment to the Resolution Concerning the Imposition of Authority Fees which was recorded with the Clerk and Recorder of Arapahoe County at Reception Number E2008830, and on November 15, 2022, by that certain Third Amendment to the Resolution Concerning the Imposition of Authority Fees which was recorded with the Clerk and Recorder of Arapahoe County at Reception Number E2115527 (collectively, the “**Amended Fee Resolution**”); and

WHEREAS, at the November 14, 2023, special meeting, the Board determined that modification of the schedule of fees in the Amended Fee Resolution was necessary and in the best interests of the Authority, present and future property owners within the Authority and the properties served by the Authority.

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

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

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

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

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

6. EFFECTIVE DATE. This Resolution is effective as of January 1, 2024.

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

ADOPTED this 14<sup>th</sup> day of November 2023.

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

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Officer of the Authority

ATTEST:

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APPROVED AS TO FORM:

**WHITE BEAR ANKELE TANAKA & WALDRON**  
Attorneys At Law

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General Counsel to the Authority

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

**TALLYN’S REACH AUTHORITY  
Schedule of Fees  
Effective January 1, 2024**

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

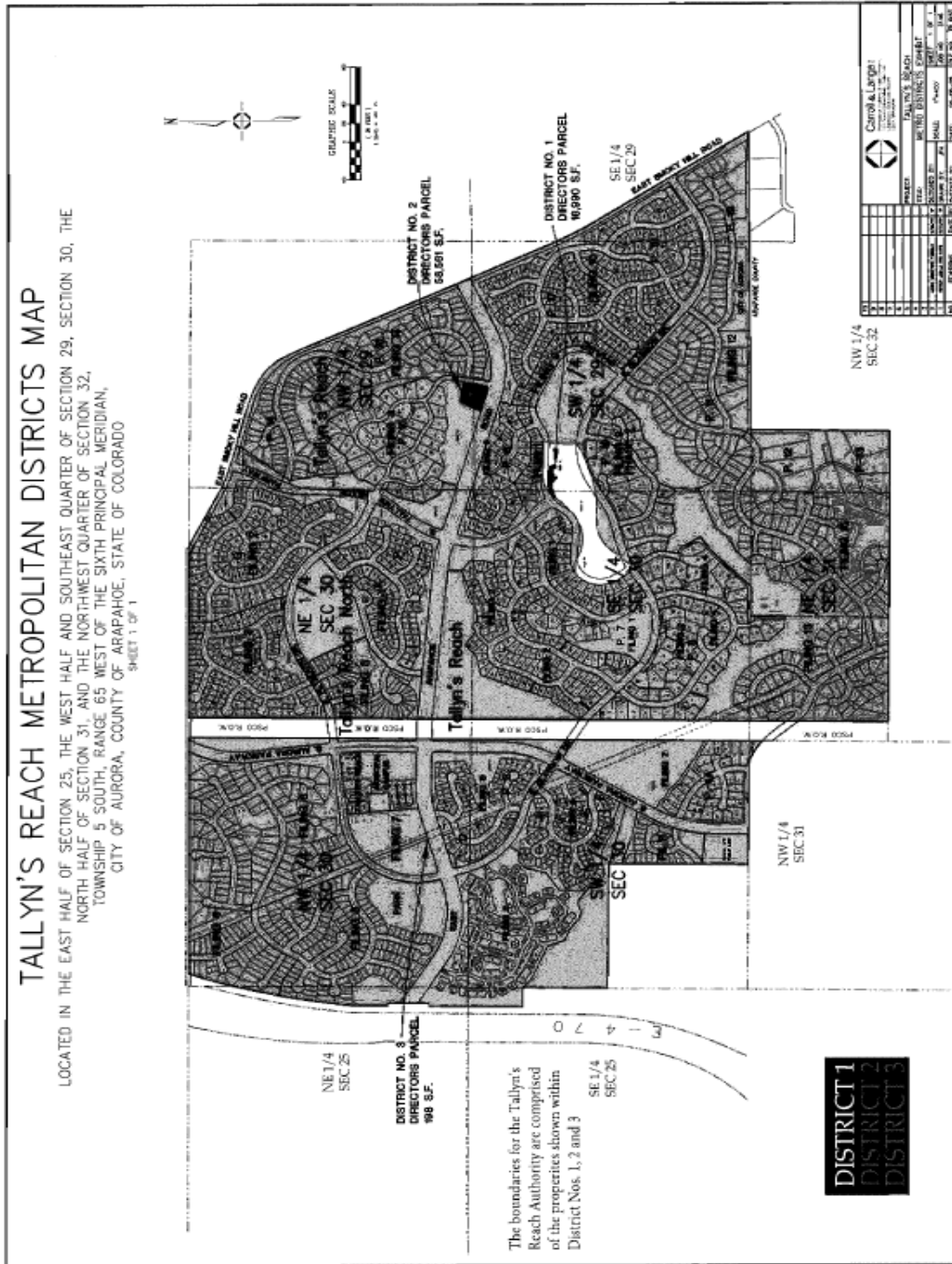
**PAYMENTS:** Payment for each fee shall be made payable to the “Tallyn’s Reach Authority” and sent to the Manager at the following address for receipt by the due date:

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

# EXHIBIT B

## TALLYN'S REACH AUTHORITY

### Authority Boundaries



**Table A: Recurring Service Fee:**

Total Recurring Service Fee	
January -	\$22,497
February -	\$22,497
March -	\$22,497
April -	\$22,497
May -	\$22,497
June -	\$22,497
July -	\$22,497
August -	\$22,497
September -	\$22,497
October -	\$22,497
November -	\$22,497
December -	\$22,497
<b>Total Service Fee -</b>	<b>\$269,964</b>

Client shall pay the Recurring Service Fee to BrightView through monthly payments. Excluding Pro-rated Recurring Service Fees which will be billed monthly in accordance with above, the Recurring Service Fee shall be payable in 12 equal monthly installments, beginning in the month of January (the “Monthly Installment Plan”). Monthly invoices will be dated the 1<sup>st</sup> of each month for which service is to be performed, and payments are due no later than the 15th calendar day of the month.

Per Occurrence Service	# of Occurrences per a Term	Per Occurrence Service Fee*	Total Per Occurrence Service Fee*
Irrigation Repairs	As Needed	\$70/man hour	<b>TBD</b>
		\$	\$
		\$	\$
		\$	\$



**Description of Services:****“Service Specifications for Contract Landscape Management.”****I. Scope of Work:**

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

**II. Account Management:**

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

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

B. Monthly Property Review with Client: Included Frequency: 12

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

**III. Turf Care:**

A. Mowing: Included Frequencies: 26

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

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

B. String Trimming: Included Frequencies 26

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

C. Edging: Included Frequencies :13

All turf areas adjacent to sidewalks shall be edged.

D. Blowing: Included Frequencies: 26

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

E. Aeration: Included Frequencies: 1

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

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

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

G. Post Emergent Broadleaf Weed Control: Included Frequencies: 2

Turf shall be kept reasonably free of weeds by the use of chemical herbicide to promote a healthy appearance.

H. Preemergent Control: Included Frequencies:1

Turf shall be kept reasonably free of grassy weeds by the use of chemical herbicide to promote a healthy appearance.

IV. **Shrubs and Bed Areas:**

B. *Pruning:*

a. *Shrub Pruning: Included Frequencies: 2*

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

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

c. Perennial cut back will be done one time per year, typically in the fall. Perennial dead heading will be done as necessary throughout the growing season.

C. *Weed Control: Included Frequencies: 26*

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

V. **Tree Care:**

A. *Limbing: Included Frequencies: 1*

Pruning of all applicable trees over 8-10' height will be accomplished via a separate work order.

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

VI. **Native Areas:**

A. *Native Beauty Bands: Included Frequencies: 2 (along sidewalks)*

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

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

A. *Growing Season: Included Frequencies: 30*

All landscape areas shall be inspected on days of mowing service and excess landscape debris and trash removed. Unless otherwise indicated in Exhibit B, debris clean-up does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

B. *Dormant Season: Included Frequencies: 22*

All landscape areas shall be inspected, and excess landscape debris and trash removed. Unless otherwise indicated in Exhibit B, debris clean-up does not include the cleanup of pet waste or pet stations, trash cans, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

C. *Pet Waste Station and Trash Cans: Included Frequencies: 52*

All community pet waste stations to be checked and liners disposed of and replaced as needed. Pet Waste bags to be refilled by Contractor, with costs of bags to be paid for by Contractor. This excludes the policing of the grounds to remove pet waste from landscaped areas

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

Debris shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Debris shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of debris removal. Unless otherwise outlined in Exhibit B.

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

**Fall Cleanup:** *Included Frequencies: 2*

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

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

XI. **Bio-Hazards:**

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

**ADDITIONAL SERVICES AVAILABLE**

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

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



### *Tallyn's Reach Metro District 2024 Maintenance Contract*

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

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

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#### Scope and Specifications

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Contractor agrees to perform the following services:

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

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#### Property Specifics

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

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

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#### Period of Agreement

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This Contract shall be effective upon signing and shall be enforced through length of term as selected by Customer in Options & Add-on's section. **Either party has the right to terminate this Contract by giving the other party not less than 30 days' notice, in writing, of termination.** Customer shall notify Contractor, in writing, upon changing Management Company. Changing Management Company/representative does not constitute as termination of contract.



## Electrical & Lighting Contractors

### Tallyn's Reach Metro District 2024 Maintenance Contract

#### Compensation

Customer shall pay Contractor at the following rate and terms:

Number of inspections per month:	1
Number of hours included per inspection:	2
Flat rate cost per month:	\$ 172.50
Extra time per inspection - hourly rate:	\$ 86.25
Electrical rate as specified above:	\$ 92.00
Bucket Truck rate per hour:	\$ 75.00

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

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

#### Insurance

Contractor will maintain comprehensive General Liability insurance in the amount of \$2,000,000 as well as Worker's Compensation on all employees throughout this contract.

#### Options and Add-on's

Length of Term:

\_\_\_\_\_ 1 Year Expires Dec. 31, 2024

\_\_\_\_\_ 3 Year expires Dec. 31, 2026 \*\* (10% Discount on flat rate)

\*\*Early termination will annul the contract and chargeback all discounts given to the Customer at the current rate.

Approved By:

Approved By:

Casey McBride

\_\_\_\_\_  
Tallyn's Reach Metro District Representative (Print)

\_\_\_\_\_  
Tallyn's Reach Metro District Representative (Signature)

Vice President, Radiant Lighting Services, Inc  
Monday, October 2, 2023

\_\_\_\_\_  
Date



3200 S. Oak Ct  
Lakewood, CO 80227

# Proposal

**Proposal Date:** 10/2/2023

**Proposal #:** 1117

**Project:** Management

**Bill To:**

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

Item	Description	Hours/Qty	Rate	Total
Irrigation Manage...	<p>Irrigation Management (includes Fieldstone area) : 2024</p> <p>Irrigation Management: April - October. ( First payment due April 1st)</p> <p>The following elements are included in our irrigation management proposal and process:</p> <ul style="list-style-type: none"> <li>- Activation of system and adjustments at start up ..... month of April</li> <li>- Monthly visual inspection of all irrigation zones in operation</li> <li>- Generation of work orders</li> <li>- Prompt completion of work orders based on approval process in place</li> <li>- Full documentation of work order status</li> <li>- Monthly review of – and accountability for water consumption</li> <li>- System winterization between October 15th – November 15th</li> </ul>	7	13,272.00	92,904.00
Irrigation Manage...	<p>Irrigation Management CCSD: 2023</p> <p>Irrigation Management: April - October. ( First payment due April 1st)</p>	7	292.00	2,044.00
Irrigation Manage...	<p>Irrigation Management COA if breakout needed: 2023 \$3000 of the \$92,904</p> <p>Irrigation Management: April - October. ( First payment due April 1st)</p>		0.00	0.00

We look forward to working with you!

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

720-480-4312

brian@etirrigation.com

**SIGNATURE**



# Proposal

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

**Proposal Date:** 10/2/2023

**Proposal #:** 1117

**Project:** Management

**Bill To:**

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

Item	Description	Hours/Qty	Rate	Total
Irrigation Services	<p>We are a full service irrigation company. We can provide any type of irrigation service and make any or all irrigation repairs associated with your irrigation system. All Irrigation work is charged as time and materials. \$90/labor hr plus materials.</p> <p>After hours services is charged at 1.5x labor rate, holiday 2x labor rate.</p>		0.00	0.00

We look forward to working with you!

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

720-480-4312  
brian@etirrigation.com

**SIGNATURE**

\_\_\_\_\_

## POOL MANAGEMENT AGREEMENT

THIS POOL MANAGEMENT AGREEMENT (the “**Agreement**”) is made by and between Front Range Recreation (“**FRR**”), a Colorado corporation, and the Tallyn’s Reach Metropolitan District (the “**District**”), a nonprofit corporation of the State of Colorado, hereinafter referred to collectively as the “**Parties**”:

### RECITALS

WHEREAS, the District is a nonprofit corporation comprised of individual owners who own Units at the Common Interest Community administered and managed by the District, as defined in C.R.S. Section 38-33.3-101 et seq., and is empowered to provide, operate, manage and fund recreation programs; and

WHEREAS, FRR is engaged in the business of managing swimming pool operations, including season start-up and close-down of facilities and equipment, provision of lifeguard services, minor maintenance services, and coordination of instructional swim programs; and

WHEREAS, the District has constructed certain recreational facilities, including swimming pools and children’s wading pools located at 24900 E Park Crescent Drive in Aurora, Colorado; and wishes to operate these recreational facilities economically and to provide a high level of safety, and quality of service for users of its recreational facilities; and

WHEREAS, the District’s **swimming facilities governed by this Agreement shall include** the swimming pool(s) located on the premises, any wader pool, spray park, hot tub or spa, and the surrounding deck areas **collectively referred to as the “Pool”**; and

WHEREAS, the Parties deem it in their best interests to enter into this Agreement to set forth the terms and conditions regarding the management and operation of the District’s swimming pool facilities;

NOW THEREFORE, in consideration of the mutual undertakings herein contained and other good and valuable consideration the parties covenant and agree as follows:

### ARTICLE I RESPONSIBILITIES OF PARTIES

1.01 FRR agrees to oversee and manage the day-to-day operations of the Pool, and to advise the District on matters relating thereto. Such oversight and management to include, but not necessarily be limited to, the following:

1.01.1 Prepare Pool and related facilities for the season, including, but not limited to, removing Pool cover, cleaning the Pool, cleaning surrounding facilities as agreed to by the Parties, draining and filling Pool, verification of proper operation of all equipment and placing same in proper operating condition; complete visual check of all plumbing; test and inspect filtration system; drain and fill pool; circulate water through filtration system; backwash and vacuum pool; mount diving board, guard chairs and ladders; and clean equipment and furniture in accordance with local health and safety standards. Additional charges will apply should the facility need to be ready before the season commencement in section 2.03.



1.01.2 Advise the District of any circumstances or conditions which require attention and direction by the District, and otherwise advise the District of all matters relating to the Pool to maximize convenience, safety, and service levels for users of the facilities, while minimizing associated costs of operation.

1.01.3 Provide supervision as agreed to by the District and FRR, during all hours of operation and District approved events.

1.01.4 Assist the District with determining specifications for necessary equipment and supplies and assist with ordering equipment and supplies prior to the opening of the Pool, during its operation, and for closing.

1.01.5 Maintain chemical balance of Pool water, operate pumps and facilities, and advise the District of necessary maintenance or repairs. FRR will make available all chemicals necessary for the Pool, and other supplies including those necessary for the cleanliness and use of the restroom facilities, first aid and office supplies at market rates to the District on a reimbursement basis to FRR. The Pool, through the District, is to provide chemical storage facilities in accordance with local health authority guidelines. Prices of chemicals and other supplies may change without notice.

1.01.6 Provide necessary maintenance and cleaning of pool, deck, locker rooms and showers, office, pool furniture and equipment, storage facility and other areas of the Pool such that the Pool and related facilities are maintained in a clean, uncluttered condition at all times, except that the District shall be responsible for irrigating and mowing all grass areas. FRR shall not be liable or responsible for incidents occurring outside of the designated Pool area, including outside landscaping grounds, club house areas not maintained by FRR, parks, and/or parking lots. FRR will be responsible for maintaining the condition of the pool in conformity with the standards, rules and regulations set by the local health authority. FRR shall maintain accurate chemical test and usage records and maintain appropriate first aid kit(s) in compliance with local health and safety standards. FRR Shall not be held liable for the condition of the Pool and equipment prior to signing of this Agreement. FRR will not be responsible for adverse property conditions at the Pool or surrounding area caused by actions of the District, acts of God, or others, including incidents involving cement heave, landscaping, or irrigation or deck drains, not under the control or supervision of FRR.

1.01.7 FRR may make available to the Pool residents private or group swimming lessons as agreed to by the Parties. Group swimming lessons and programs shall be conducted at times approved in advance by the District. Fees for such lessons and programs may be charged by FRR to the Pool residents participating in instructional programs and assessed in accordance with FRR swimming lesson program.

1.01.8 Enforce rules and regulations as established by the District. The District is responsible for developing all pool rules and regulations and providing them to FRR for implementation.

1.01.9 Provide staffing for after-hours pool parties. Lifeguard rates will be provided prior to May 1<sup>st</sup> of each calendar year. Fees are to be paid directly by the pool party sponsor, not the Association. Lifeguards for private parties must be employees of FRR. All after-hours parties must have one (1) lifeguard for every 25 people in attendance, and a minimum of two (2) lifeguards on staff for all after-hours parties is required. Lifeguards for parties shall be arranged through FRR at least fourteen days in advance.

1.01.10 At the closing of the Pool for the season at the agreed upon date between the Parties, FRR shall terminate Pool operations, clean all associated facilities, and close the Pools for the season, including

normal winterizing procedures such as complete visual check of all plumbing; winterize pump and motor; blow out pool lines; set all valves at appropriate settings; drain chemical feeders; drain filtration equipment; remove, clean and store skimmer baskets, vacuum equipment, diving board, guard chairs, and other removable equipment; and inspect pool and equipment and list repairs required for next season. The District acknowledges that there are inherent risks in operating and maintaining the Pool. The District agrees, to the extent allowed by law, to indemnify and hold harmless FRR against claims of damages which may occur from the Pool operations, management, or maintenance, except for gross negligence on the part of FRR.

1.01.11 Provide, at conclusion of season and facility winterizing procedures, a closing report and inventory report. Monthly reports during the operational season will be provided upon request.

1.02 The District agrees to purchase through FRR all materials, supplies and equipment necessary for the operation and use of the Pool and surrounding facilities at market rates to the District on a reimbursement basis to FRR. The District further agrees to provide oversight and direction for the operation of the Pool through the District Manager, including coordination of acquisition of supplies and equipment as requested or recommended by FRR; determination of hours of operation and operating procedures and **regulations, with FRR's assistance; and** coordination of communications with the Pool residents and other authorized users.

1.02.1 In the event a condition arises which halts or interferes with proper operation of the pool, FRR agrees to notify the District manager immediately. FRR shall be available to explain the condition, its probable cause, and the options available for correction or repairs, and the costs involved. Upon authorization from the District, repairs will be made as soon as possible. Labor and/or materials used to make repairs shall be charged to the District and are not considered to be included in the contract price as set forth herein. The rate for labor shall not exceed \$95.00 per hour. Each service call for repair is charged a \$45.00 trip charge. No repairs in excess of \$500.00, other than emergency repairs, will be done without prior authorization from the District. FRR reserves the right to adjust the labor rate and/or delivery fees, institute force majeure or fuel surcharges due to events or effects that are not known and cannot be reasonably anticipated or controlled upon the signing of this agreement.

1.02.2 The District shall be responsible for preparation and maintenance of the bathroom facilities plumbing, and the winterizing of the bathroom plumbing at the close of the pool season. Additional fees will apply if this service is requested to be completed by FRR during the pool winterization process.

1.02.3 The District shall furnish and pay for water, electricity, gas, and telephone service. The District shall have services available no later than April 1<sup>st</sup> of each calendar year. The District shall provide two (2) full set of keys for access to pool area and equipment at the signing of this Agreement.

## ARTICLE II STAFFING

2.01 FRR shall provide general management direction and operating policy coordination and direction. Those responsibilities shall include but not necessarily be limited to:

2.01.1 Assistance with determination of equipment and supplies necessary for operations, and with identification of qualified vendors.

2.01.2 Recruiting and hiring operating personnel, subject to the approval of the District upon request.

2.01.3 Supervision of lifeguards and other operating personnel to include periodic inspection of the Pool, and coordination meetings with pool manager and other operating personnel and the District.

2.01.4 Recommending to the District adjustments in operations in order to provide appropriate services to the Pool users in the most cost-effective manner.

2.02 The Pool staff shall include a pool manager and lifeguards, and such staff shall be assigned during hours indicated in section 2.03. All lifeguards on staff shall be trained in Lifeguarding which includes CPR, AED and first aid training prior to the pool opening.

2.03 On-site staff will consist of:

<u>2024 Dates</u>	<u>Days</u>	<u># of Lifeguards</u>	<u>Hours</u>
5/25 – 8/11	7 Days	4	10:00 A.M. - 11:00 A.M.
		5	11:00 A.M. - 7:00 P.M.
		4	7:00 P.M. - 8:00 P.M.
8/12 – 8/30	Mon-Fri	3	4:00 P.M. - 8:00 P.M.
	Sat & Sun	4	10:00 A.M. - 12:00 P.M.
		5	1:00 P.M. – 5:00 P.M.
		4	5:00 P.M.- 8:00 P.M.
8/31 - 9/2	Sat, Sun, Mon	5	10:00 A.M. - 8:00 P.M.
9/3 – 9/22	Mon-Fri	0	Maintenance Only
	Sat & Sun	4	12:00 P.M. - 6:00 P.M.

<u>2025 Dates</u>	<u>Days</u>	<u># of Lifeguards</u>	<u>Hours</u>
5/24 – 8/10	7 Days	4	10:00 A.M. - 11:00 A.M.
		5	11:00 A.M. - 7:00 P.M.
		4	7:00 P.M. - 8:00 P.M.
8/11 – 8/29	Mon-Fri	3	4:00 P.M. - 8:00 P.M.
	Sat & Sun	4	10:00 A.M. - 12:00 P.M.
		5	1:00 P.M. – 5:00 P.M.
		4	5:00 P.M.- 8:00 P.M.
8/30 - 9/1	Sat, Sun, Mon	5	10:00 A.M. - 8:00 P.M.
9/2 – 9/21	Mon-Fri	0	Maintenance Only
	Sat & Sun	4	12:00 P.M. - 6:00 P.M.

\*8/11 date modified to coincide with Cherry Creek Public Schools calendar

<u>2026 Dates</u>	<u>Days</u>	<u># of Lifeguards</u>	<u>Hours</u>
5/23 – 8/9	7 Days	4	10:00 A.M. - 11:00 A.M.
		5	11:00 A.M. - 7:00 P.M.
		4	7:00 P.M. - 8:00 P.M.
8/10 – 9/4	Mon-Fri	3	4:00 P.M. - 8:00 P.M.
	Sat & Sun	4	10:00 A.M. - 12:00 P.M.
		5	1:00 P.M. – 5:00 P.M.
		4	5:00 P.M.- 8:00 P.M.
9/5 - 9/7	Sat, Sun, Mon	5	10:00 A.M. - 8:00 P.M.
9/8 – 9/20	Mon-Fri	0	Maintenance Only

Sat & Sun 4

12:00 P.M. - 6:00 P.M.

\*8/10 date modified to coincide with Cherry Creek Public Schools calendar

\*Season in 1 week longer than normal due to holiday weekend dates

2.04 It is FRR’s policy to maintain a minimum of one (1) lifeguard stationed at the Pool for every twenty-five (25) people in the guarded water, not to exceed one (1) lifeguard to thirty-five (35) people. In the event the pool capacity reaches or exceeds the 1:35 lifeguard to swimmers in the water, FRR shall have the discretion to clear the pool water to ensure the health and safety of the facility. FRR may clear the Pool for a minimum of thirty (30) minutes, or until such time that it is safe to reopen the Pool. Additional staff brought in to open the pool back up is approved and FRR will bill the District per section 3.02.

2.05 FRR is not responsible for access/resident check-in management. Additional staffing would be needed for this task in addition to coverage in section 2.03. Contact FRR at least eight (8) weeks prior to commencement of the season for availability and pricing.

2.06 During the period of 8/12/24 - 9/22/24, 8/11/25 – 9/21/25, and 8/10/26 - 9/20/26 in section 2.03, no lifeguard will be on duty weekdays will be posted during times that are applicable. FRR will post signage for patron notification during these times that read NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK which will be placed at the sign in station for your pool and near the lifeguard stand which will be visible from the pool. FRR will ensure that the facility is open to patrons at the regular pool open hours and access to the facility will be monitored by your pool’s access system. If there is not an operational access system in place, the pool will remain closed until the hours indicated in section 2.03.

2.07 The District shall have the right to request replacement of any employee whose conduct, character, or performance is unsatisfactory to the District. FRR will make every effort to make such replacement within ten (10) days of written notification by the District if cause is found to exist for such employee’s termination.

ARTICLE III  
COMPENSATION

3.01 The District shall compensate FRR for Pool management services in payments according to the following schedule. The schedule includes all costs to the District, except the costs of materials, supplies and equipment purchased by FRR pursuant to Section 1.02 of this Agreement. FRR shall bill the District no later than the first day of the month for that month’s regular payments and reimbursable costs incurred to date. Payments will be made no later than the fifteenth of each month. The last payment shall not be made until final pool shutdown is completed.

<u>Payment Number</u>	<u>2024 Date</u>	<u>Percentage</u>	<u>Amount</u>
1	April 2024	5%	\$7,100.00
2	May 2024	20%	\$28,00.00
3	June 2024	20%	\$28,400.00
4	July 2024	20%	\$28,400.00
5	August 2024	20%	\$28,400.00
6	September 2024	10%	\$14,200.00
7	October 2024	5%	<u>\$7,100.00</u>
Total			\$142,000.00

Payment Number	2025 Date	Percentage	Amount
1	April 2025	5%	\$7,400.00
2	May 2025	20%	\$29,600.00
3	June 2025	20%	\$29,600.00
4	July 2025	20%	\$29,600.00
5	August 2025	20%	\$29,600.00
6	September 2025	10%	\$14,800.00
7	October 2025	5%	<u>\$7,400.00</u>
Total			\$148,000.00

Payment Number	2026 Date	Percentage	Amount
1	April 2026	5%	\$7,875.00
2	May 2026	20%	\$31,500.00
3	June 2026	20%	\$31,500.00
4	July 2026	20%	\$31,500.00
5	August 2026	20%	\$31,500.00
6	September 2026	10%	\$15,750.00
7	October 2026	5%	<u>\$7,875.00</u>
Total			\$157,500.00

3.02 The adopted payment schedule includes compensation for lifeguards daily. Any additional lifeguard services shall be subject to approval by the District, the requirements set forth in Section IV of this Agreement, and adjustments to the above schedule shall be made at the rate of \$28.00 per lifeguard hour in 2024, \$29.00 per lifeguard hour in 2025, and \$30.00 per lifeguard hour in 2026.

3.03 The above schedule of compensation also includes opening Pool and facilities, cleaning Pool, daily maintenance, all salaries, employee taxes, and workman's compensation insurance, general liability insurance, and closing of Pool and facilities.

#### ARTICLE IV DAYS AND HOURS OF OPERATION OF SWIMMING POOL

4.01 FRR will have the Pool water circulating for use at least seven (7) days prior to opening.

4.02 FRR agrees to operate the Pools in accordance with the schedule set forth in Section III of this Agreement. Regularly scheduled hours of operation may be adjusted periodically by the District, with FRR's assistance to meet the requirements of the Pool users. Should it become necessary where this Agreement provides insufficient lifeguard coverage ratios to meet the demands for the pool usage, FRR reserves the right to bring additional lifeguards on duty to meet the guarding requirements set forth in Section 2.05 of this Agreement. The District shall be billed and shall pay for the additional staffing hours, and in no instance shall additional staffing exceed twenty (20) hours per week at the established rate, without prior notice to the District.

4.03 The Pool season may be extended for up to 1 week beyond the dates listed in section 2.03. Contact FRR at least six (6) weeks prior for availability and pricing.

4.04 FRR reserves the right to close the pool during inclement weather at the discretion of the lifeguards on duty. Conditions warranting closure include lightning, thunder (even if no lightning has been seen), extreme wind, rain, threatening clouds, tornado warnings and/or the temperature drops below 65 degrees. In the case of lightning within a 10-mile radius, the pool will close for 30 minutes from the of the last lightning strike. Every subsequent lightning strike within the 10-mile radius will restart the 30-minute clock. The pool will reopen when the lifeguards on duty deem it safe to return to the water. On days when weather does not meet the minimum air temperature, FRR will keep one lifeguard at the pool. If the weather is still unsuitable for swimming at 6:00 p.m. or if is determined the weather forecast for the day will prevent the opening of the pool, the pool will be closed for the day.

4.05 FRR will utilize the Centers for Disease Control's (CDC) **Fecal** Accident Response guide for the handling of fecal accidents. These accidents are dealt with on a case-by-case basis and can result in the operation of the Association's **facility being suspended for a period of two to twenty-four** hours depending on the nature of the accident.

4.06 In the event the pool is closed during the season without the fault, negligence or control of FRR, this agreement shall remain in force and effect provided, however, that if the pool is closed because of equipment breakdown and/or necessity of repairs, and/or by order of public authority, and such closing shall continue for a period of seven (7) days or longer, the District shall pay FRR fifty percent (50%) of the remaining contract provided for herein until the pool is restored to operation and use. Should the pool not reopen during the duration of this agreement, the District agrees to pay FRR thirty percent (30%) of the balance remaining of this agreement.

#### ARTICLE V UNDOCUMENTED WORKERS

5.01 FRR shall not knowingly employ or contract with an undocumented worker to perform work under this Agreement or contract with a sub-contractor who knowingly employs or contracts with an undocumented worker to perform work under this Agreement. Execution of this Agreement by FRR shall constitute a certification by FRR that it does not knowingly employ or contract with an undocumented worker.

5.02 FRR shall require each subcontractor to certify that the subcontractor will not knowingly employ or contract with an undocumented worker to perform work under this Agreement. If FRR obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an undocumented worker FRR shall terminate said employee and report to the Department of Labor and Employment ("Department") and comply with reasonable requests made in the course of an investigation by the Department.

#### ARTICLE VI INSURANCE

6.01 Insurance. The Parties shall maintain insurance as follows:

6.01.1 FRR. FRR shall maintain commercial liability insurance, including insurance covering the professional liability of its manager and lifeguards, with companies rated "**A**" or **better by Best** Insurance Guide, to protect against any liability arising out of the performance of its obligations under this Agreement. Such insurance shall be in amounts at least equal to the limits of liability of \$1,000,000 each occurrence, \$2,000,000 aggregate, and the District shall be named as an additional named insured on all such policies. FRR shall also maintain such

**workmen's** compensation insurance as is required by Colorado law, covering its employees and agents. Five days prior to the opening date of the Pool, FRR shall deliver to the District certificates of insurance evidencing compliance with this Section, 6.01.1.

6.01.2 The District. The District shall maintain commercial liability insurance with companies rated "A" or better by Best Insurance Guide to protect against liability for existence hazards of the facilities and premises. FRR shall be named as an additional insured on all such policies. Five days prior to the opening date of the Pool, the District, shall deliver to FRR certificate (s) of insurance evidencing compliance with this Section, 6.01.2.

6.02 Relationship. The parties agree that FRR is an independent contractor, with full authority and control within the constraints of this Agreement to manage and operate the Pool, and that neither FRR nor any employee or agent of FRR is an employee of the District.

## ARTICLE VII MISCELLANEOUS PROVISIONS

7.01 Term of Agreement. This Agreement shall remain in force from the last date this Agreement is signed until October 30, 2026.

7.02 Multiple Year Contract. The parties anticipate this Agreement to last 3 seasons, however either party may terminate this Agreement on 30 days written notice prior to the second and third seasons by March 1<sup>st</sup> of each calendar year.

7.03 Contract Price Adjustments. If the Colorado minimum wage increases more than five percent (5%) from the current rate upon the signing of this agreement at any time before the terms of the agreement expires, the contract amount will be increased one percent for each percent of the minimum wage increase over five percent. FRR reserves the right ninety (90) days prior to the start of seasons to increase its applicable fees by up to 15% to reflect the changes in rates paid to its employees and other cost increases not known upon the signing of this agreement.

7.04 Amendments. This Agreement may be amended from time to time by mutual, written agreement of the Parties.

7.05 Severability. Invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Agreement.

7.06 Waiver. No waiver by either of the Parties of any covenant, term, condition, or agreement contained herein shall be deemed or construed as a waiver of any other covenant, term, condition, or agreement, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

7.07 Binding Effect. The covenants, obligations, terms, conditions and provisions contained herein, and all amendments hereto shall inure to the benefit of and be binding upon the heirs, personal representatives and successors of the Parties.

7.08 Assignment. Neither this Agreement, nor any of the rights, obligations, duties or authority

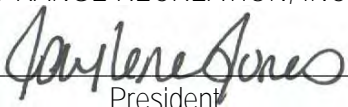
hereunder may be assigned in whole or in part by either of the Parties. Any such attempt of assignment shall be deemed void and of no force and effect.

7.09 Enforcement of Agreement and Arbitration. The Parties agree and acknowledge that any dispute arising out of, or relating to this Agreement, or the interpretation or breach hereof, shall be settled by binding arbitration in accordance with the laws of the State of Colorado.

7.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Colorado.

THIS AGREEMENT HEREBY CONSENTED TO AND SIGNED:

FRONT RANGE RECREATION, INC.

By:   
President

Dated this: 9/1/23

TALLYN'S REACH METROPOLITAN DISTRICT

By: \_\_\_\_\_  
President

Dated this: \_\_\_\_\_



## ACCESS SYSTEM AND CLUBHOUSE RENTAL MANAGEMENT AGREEMENT

This ACCESS SYSTEM AND CLUBHOUSE RENTAL MANAGEMENT AGREEMENT (the “Agreement”) is effective January 1, 2024 (“Effective Date”) through December 31, 2024 (“Termination Date”) by and between Front Range Recreation, Inc. (“FRR”), a Colorado corporation, and the Tallyn’s Reach Metropolitan District (the “District”), a political subdivision and public corporation of the State of Colorado, hereinafter referred to collectively as the “Parties”:

### RECITALS

WHEREAS, the District is a nonprofit corporation comprised of individual owners who own Units at the Common Interest Community administered and managed by the District, as defined in C.R.S. Section 38-33.3-101 et seq., and is empowered to provide, operate, manage and fund recreation programs; and

WHEREAS, FRR is engaged in the business of managing clubhouse management, including access control, and

WHEREAS, the District has constructed certain recreational facilities located at 24900 E Park Crescent Drive in Aurora, Colorado; and wishes to operate these recreational facilities economically and to provide a high level of safety, security and quality of service for users of its recreational facilities; and

WHEREAS, the District’s **clubhouse facilities governed by this Agreement** shall include the resident access system, and

WHEREAS, the Parties deem it in their best interests to enter into this Agreement to set forth the terms and conditions regarding the management and operation of the District’s **clubhouse facilities**.

NOW THEREFORE, in consideration of the mutual undertakings herein contained and other good and valuable consideration the parties covenant and agree as follows:

### ARTICLE 1 COMMENCEMENT AND TERMINATION DATES

1.01 Commencement. **FRR’s duties and responsibilities** under this Agreement shall begin on the Effective Date.

1.02 Termination. This Agreement shall terminate on the Termination Date. This Agreement will be automatically extended annually on January 1 of each calendar year if no termination notification is provided in writing prior to the automatic renewal date.

1.02.01 This Agreement will automatically terminate when the swimming pool management contract is terminated.

### ARTICLE 2 RESPONSIBILITIES OF PARTIES

2.01 FRR Responsibilities.

2.01.1 Access Control Software Management. FRR will manage the access software for resident use of swimming pool, tennis courts and Clubhouse. Any resident account that is delinquent will have their access removed within 5 days of receipt of delinquency notification from the District.

2.01.2 Access Card Distribution. FRR will distribute access cards to residents who complete necessary on-line registration forms within ten (10) days of the submittal date. Access cards will be mailed to the property address following all necessary verifications.

2.01.3 Access Card Payments. FRR will submit an access card payment report monthly that will include a list of requests and collection amount associated with each request. The credit card processing fee of 2.9%, transaction fee of \$0.30 and FRR fees will all be deducted from the amount collected. Credit card processing rates and transaction fees are subject to change without notice.

2.01.4 Clubhouse Reservation Management. FRR will manage all on-line reservations and collection of fees. FRR will supply the reserving party will be supplied a pre-event checklist, perform a post rental inspection, be available for questions during the reservation process, respond to emergency pages from rentals and contact reserving parties that have cleaning or damage related issues during the post rental inspection.

2.01.5 Clubhouse Reservation Payments. FRR will submit a report of rentals to include resident name, property address, reservation date, reservation times, duration and fees collected monthly. The credit card processing fee of 2.9%, transaction fee of \$0.30 and FRR inspection fees will all be deducted from the amount collected. Credit card processing rates and transaction fees are subject to change without notice.

2.01.6 Clubhouse Damages. FRR will document any major cleaning issues or damages to property of the District. FRR will contact and charge the reserving party directly for any fees associated with cleanup and repair up to the amount of the security deposit. Post rental inspections that require more than 20 minutes of clean up are billed at \$50.00 per hour and the charges for any contractors required to fix damages. Any damages in excess of the \$500.00 will be given to the District Manager for direction and approval.

2.01.7 Supplies. FRR will make available all supplies, including those necessary for the cleanliness and use of the restroom facilities, at market rates to the District on a reimbursement basis to FRR. Prices of supplies may change without notice.

2.01.8 Repairs and Maintenance. FRR shall maintain the interior of the Clubhouse including, monitoring cleaning, paint condition, decorations and furniture, and routine repairs necessary or reasonably appropriate in the course of maintenance of the Clubhouse. Labor and/or materials used to make repairs shall be charged to the District and are not considered to be included in the contract price as set forth herein. The rate for labor shall not exceed \$85.00 per hour. Each service call for repair is charged a \$35.00 trip charge. No repairs in excess of \$500.00, other than emergency repairs, will be done without the prior authorization from the District.

## 2.02 The District Responsibilities.

2.02.1 The District further agrees to provide oversight and direction for the operation of the Clubhouse and Access Card System through the District Manager, including coordination of acquisition of supplies and equipment as requested or recommended by FRR.

2.02.2 The District **will supply an owner's list annually and a list of delinquencies** monthly to FRR.

2.02.3 The District shall be responsible for all utilities, security or other protection, telephone services, extermination, landscaping, snow removal, architectural or engineering services, remodeling or updating services, parking lot maintenance, lighting maintenance and repair, or any other cost outside of the scope of management.

2.02.4 The District shall be responsible for all software fees for the access system.

2.02.5 The District shall be responsible for all fees and replacement of gate (pool and tennis) and clubhouse card reader mechanisms.

2.02.6 The District shall be responsible for contracting with a cleaning company that will service the clubhouse weekly.

2.02.7 The District shall be responsible for monitoring all necessary reserve and capital expenditures.

2.02.8 District shall provide (2) two full set of keys for access to the clubhouse at the signing of this Agreement.

### ARTICLE III COMPENSATION

3.01 The District shall compensate FRR for management services in payments according to the following schedule. The schedule includes all costs to the District, except the costs of materials, supplies and equipment purchased by FRR. Payments need to be received within 30 days of the invoiced date.

3.01.1 Clubhouse reservation set-up and check-out are billed per rental at the rate of \$45.00 per reservation. Charges will be deducted from monthly reservations check to the District.

3.01.2 Monthly management of calendar, reservations, and payments at the rate of \$250.00 per month billed on the first of each month.

3.01.3 Access card distribution is billed at the rate of \$6.75 per resident/household request. Cost will include residency and delinquency verification, printing and assembly, postage and mailing expenses, and labor. FRR will include a list of each transaction with the related monthly invoice.

3.02 Any requested staff services shall be made at the rate of \$40.00 per hour.

3.03 The above compensation excludes any software costs and hourly fees for set up associated with the booking and collection of information for reservations or access card distributions.

3.04 The above schedule of compensation includes all **salaries, employee taxes, and workman's compensation** insurance and general liability insurance.

3.05 FRR reserves the right to adjust rates with 30 days written notice to the District.

### ARTICLE IV UNDOCUMENTED WORKERS

4.01 FRR shall not knowingly employ or contract with an undocumented worker to perform work under this Agreement or contract with a sub-contractor who knowingly employs or contracts with an undocumented worker to perform work under this Agreement. Execution of this Agreement by FRR shall constitute a certification by FRR that it does not knowingly employ or contract with an undocumented worker.

4.02 FRR shall require each subcontractor to certify that the subcontractor will not knowingly employ or contract with an undocumented worker to perform work under this Agreement. If FRR obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an undocumented worker, FRR shall terminate said employee and report to the Department of Labor and Employment ("Department") and comply with reasonable requests made in the course of an investigation by the Department.

ARTICLE V  
INSURANCE

5.01 Insurance. The Parties shall maintain insurance as follows:

5.01.1 FRR. FRR shall maintain commercial liability insurance, including insurance covering the **professional liability of its manager and lifeguards, with companies rated "A" or better by Best Insurance Guide, to protect against any liability arising out of the performance of its obligations under this Agreement.** Such insurance shall be in amounts at least equal to the limits of liability of \$1,000,000 each occurrence, \$2,000,000 aggregate, and the District shall be named as an additional named insured on all such policies. FRR shall also maintain such **workmen's compensation insurance as is required by Colorado law, covering its employees and agents.** Five days prior to the opening date of the Pool, FRR shall deliver to the District certificates of insurance evidencing compliance with this Section 5.01.1.

5.01.2 The District. The District **shall maintain commercial liability insurance with companies rated "A" or better by Best Insurance Guide to protect against liability for existence hazards of the facilities and premises.** FRR shall be named as an additional insured on all such policies. Five days prior to the opening date of the Pool, the District, shall deliver to FRR certificate (s) of insurance evidencing compliance with this Section 5.01.2.

5.02 Relationship. The parties agree that FRR is an independent contractor, with full District and control within the constraints of this Agreement to manage and operate the Pool, and that neither FRR nor any employee or agent of FRR is an employee of the District.

ARTICLE VI  
MISCELLANEOUS PROVISIONS

6.01 Amendments. This Agreement may be amended from time to time by mutual, written agreement of the Parties.

6.02 Severability. Invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Agreement.

6.03 Waiver. No waiver by either of the Parties of any covenant, term, condition, or agreement contained herein shall be deemed or construed as a waiver of any other covenant, term, condition, or agreement, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

6.04 Binding Effect. The covenants, obligations, terms, conditions, and provisions contained herein, and all amendments hereto shall inure to the benefit of and be binding upon the heirs, personal representatives and successors of the Parties.

6.05 Assignment. Neither this Agreement, nor any of the rights, obligations, duties, or District hereunder may be assigned in whole or in part by either of the Parties. Any such attempt of assignment shall be deemed void and of no force and effect.

6.06 Enforcement of Agreement and Arbitration. The Parties agree and acknowledge that any dispute arising out of, or relating to this Agreement, or the interpretation or breach hereof, shall be settled by binding arbitration in accordance with the laws of the State of Colorado.

6.07 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Colorado.

THIS AGREEMENT HEREBY CONSENTED TO AND SIGNED:

FRONT RANGE RECREATION, INC.

By:   
President

Dated this: 9/1/2023

TALLYN'S REACH METROPOLITAN DISTRICT

By: \_\_\_\_\_  
President

Dated this: \_\_\_\_\_

To whom it may concern,

Thank you very much for this opportunity to help with the community's website needs. Here is my proposal for annual website administration.

- **Proposal Outline:** Manage and maintain community website on the current Content Management System (Wordpress, Wix, etc.) platform or other existing format.
- **Services to be performed as needed:**
  - Update website content, graphics, and documents, including but not limited to, community newsletters/information, event calendars, contact information, blogs, and district documents.
  - Collaborate with the Board, committee members and manager to ensure information posted on the districts' website conforms to editorial standards and guidelines.
  - Collaborate with the Board, committee members and manager to revise existing pages and create new web content at the direction of the Board.
  - Assess the accessibility and usability of pages, making recommendations for changes as appropriate.
  - Track and report site metrics when requested.
  - Set up and administer email accounts associated with the domain.
  - Maintain the security and usability of the website by implementing CMS core, plugin, and theme updates.
  - Other duties as assigned and directed by the Board, shareholders, or manager.
- **Rate:** \$600 per year.
  - *Commencement of Billing:* If this agreement is in conjunction with the creation of a new website, the billing for web administration services shall commence upon the completion of the website creation and its successful deployment to the live environment. In the event the website completion and deployment occur after the start of the calendar year, the administration fees shall be prorated based on the remaining months of the year.
- **Portfolio:** A sampling of websites I manage are Blackstone Metropolitan District (<https://blackstonemetro.org>), Brighton Crossings ([www.brightoncrossings-connect.com](http://www.brightoncrossings-connect.com)), Lewis Pointe Metro District (<http://lewispointemd.com>), Buckley Yard Metro District No. 2 (<https://buckleyyardmd.org>), and The Conservatory HOA ([www.conservatoryhoa.com](http://www.conservatoryhoa.com)).

I look forward to working with the district and supporting the community's website. My primary business focus is to serve the online needs of metropolitan districts and homeowners associations. Thank you for your consideration.

Most Sincerely,  
Heather Sosa, *Heatherly Creative, LLC*  
C: 720-635-6286 E: [heatherlsosa@gmail.com](mailto:heatherlsosa@gmail.com)



CliftonLarsonAllen LLP  
<https://www.claconnect.com>

## Special Districts Master Services Agreement

Tallyns Reach Authority  
 8390 E. Crescent Pkwy., Ste.300, Greenwood Village, CO, 80111  
 MSA Date: October 15, 2023

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for Tallyns Reach Authority (“you,” “your,” “board of directors” or “the district”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

### **Scope of professional services**

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

### **Board of director responsibilities**

The board of directors of the district acknowledge and understand that our role is to provide the services identified in one or more SOWs issued per this MSA and that the board of directors of the district has certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its role in management of the district.

### **Responsibilities and limitations related to nonattest services**

For all nonattest services we may provide to you, you agree to oversee all management services; evaluate

the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services. CLA and the district agree that the foregoing sentence is not intended and shall not be construed to be a limitation of liability for the benefit of CLA nor an exculpatory clause for the benefit of CLA. CLA is and will remain liable to the district for CLA's negligence and gross negligence in the work that it performs under this MSA or under any SOW.

### **Fees and terms**

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures permitted by this MSA through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform [claconnect.com/billpay](http://claconnect.com/billpay) accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

### **Other Fees**

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

### **Finance charges and collection expenses**

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one percent (1.00%), which is an annual percentage rate of 12%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable if and as provided by Colorado law.

### **Limitation of remedies**

Each party agrees that in no event shall the other party be liable for any indirect, special, incidental, consequential, punitive or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages related to CLA's acts or omissions in performance of our duties under the terms of this MSA or any SOW issued under this MSA.

### **Time limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. Any legal or equitable action brought by the district to recover on a dispute shall be commenced within the applicable statute of limitations under Colorado state statutes and case law.



**CLA shall be authorized to the following cash access services:**

- Using any or a combination of the following methods and approval processes, we will pay your vendors and service providers based upon invoices that you have reviewed and approved:
  - Paper checks – we will prepare the checks for your approval and wet ink signature
  - Payments using Bill.com – we will only release payments after you have electronically approved and authorized such payments
  - ACH/Wire – we will use this method as needed/as requested, with your approval

We understand that you will designate one or more members of the board of directors to approve disbursements using the above methods.

- If applicable, access the entity credit card for purposes of purchasing products and services on your behalf up to a certain limit that will be discussed with you and documented separately
- Obtain administrator access to your bank accounts for purposes of performing the duties documented in our engagement letter identified above
- Take deposits to the bank that include cash
- If applicable, have access to cash-in-kind assets, such as coupons
- If applicable, initiate direct deposits or sign checks as part of the payroll processing function

**Board of Directors' responsibilities relevant to CLA's access to your cash**

All members of your board of directors are responsible for the processes below; however, we understand that you will designate one or more board of directors to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments
- Approve all new vendors and customers added to the accounting system
- Approve non-recurring wires to external parties
- Pre-approve for recurring wires, then board of directors will ratify approval
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid

- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations

### **Other provisions**

Except as expressly permitted by the “Consent” section of this agreement, CLA shall not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

### **Insurance:**

CLA shall acquire and maintain in full force and effect, during the entire term of the MSA, the insurance coverages set forth in below in order to protect the district including its board of directors, and CLA from claims that arise out of or result from the operations under this MSA by the CLA or its affiliates or by anyone acting on their behalf or for which they may be liable. Failure to maintain the insurance policies shall be a material breach of this MSA and the district may request certificates of insurance reflecting the coverages outlined below.

- A.** Workers’ Compensation Insurance
- B.** Commercial General Liability Insurance
- C.** Commercial Automobile Liability Insurance
- D.** General Professional Liability
- E.** Network Security (Cyber) Liability Insurance
- F.** Excess/Umbrella Liability Coverage

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership,

or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in a district of your size and nature. Internal controls may be recommended relating to the safeguarding of the district's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The district agrees that CLA will assume fiduciary responsibility on the district's behalf during the course of this agreement only if provided in SOWs issued under this MSA; and the parties, in entering into this MSA, do not intend to create an overarching fiduciary relationship.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

### **Annual Appropriation and Budget**

The district does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. CLA expressly understands and agrees that the district's obligations under this MSA shall extend only to monies appropriated for the purposes of this MSA by the board of directors 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 MSA shall be construed or interpreted as a delegation of governmental powers by the district, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the district 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 MSA shall be construed to pledge or to create a lien on any class or source of district funds. The district's obligations under this MSA exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this MSA.

### **Governmental Immunity**

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

### **No Third-Party Beneficiaries**

It is expressly understood and agreed that enforcement of the terms and conditions of this MSA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this MSA shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this MSA shall be deemed to be an incidental beneficiary only.

### **Personal Identifying Information**

During the performance of this MSA, the district may disclose Personal Identifying Information to CLA. “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., CLA agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to CLA; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

**CLA agrees to report within twenty-four (24) hours to the district’s board of directors any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this MSA “Data Security Incident” is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, CLA systems; (b) inability to access business and other proprietary information, data, or the CLA systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (c) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (d) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (e) unauthorized disclosure of business and other proprietary information or data.**

### **Consent to use financial information**

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of Tallyns Reach Authority information, excluding Personal Identifying Information, in these cost comparison, performance indicator, and/or benchmarking reports.

### **Technology**

CLA may, at times, use third-party software applications to perform services under this agreement. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

Colorado law requires special districts to maintain websites and further requires that certain documents which may be prepared by CLA to be uploaded to those websites. CLA specifically acknowledges and agrees that the district may upload to its website any documents prepared by CLA for the district and further, that those documents may be used in public meetings hosted by or to which the district is a party.

### **Counterpart Execution**

This MSA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**Electronic Signatures**

The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., Colorado Revised Statutes, as may be amended from time to time. The MSA, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the district. The parties agree not to deny the legal effect or enforceability of the MSA solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the MSA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**MSA Modification**

The MSA may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

**Termination of MSA**

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

**Agreement**

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

**CliftonLarsonAllen LLP**

Shelby Clymer

Principal

303-265-7812

shelby.clymer@CLAconnect.com

**Response**

This MSA correctly sets forth the understanding of Tallyns Reach Authority and is accepted by:

**CLA**  
CliftonLarsonAllen LLP

*Shelby Clymer*

---

Shelby Clymer, Principal

**SIGNED** 11/6/2023, 3:37:19 PM CST

**Client**  
Tallyns Reach Authority

SIGN:

---

Harry Yosten, President

DATE:

---

**Multiple Entities**

<b>CLA Client ID</b>	<b>Entity Name</b>
A194834	Tallyn's Reach Metro District No. 2
A194833	Tallyn's Reach Metro District No. 3



## Special Districts Preparation Statement of Work

Date: October 19, 2023

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Tallyns Reach Authority (“you,” “your,” “board of directors” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

### **Scope of professional services**

Shelby Clymer is responsible for the performance of the preparation engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the preparation engagement.

### **Ongoing normal accounting services:**

- Outsourced accounting activities
  - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
    - Cash receipts journal
    - Cash disbursements journal
    - General ledger
    - Accounts receivable journals and ledgers
    - Deposits with banks and financial institutions
    - Schedule of disbursements
    - Bank account reconciliations
    - Investment records
    - Detailed development fee records



- Process accounts payable including the preparation and issuance of checks for approval by the board of directors
- Prepare billings, record billings, enter cash receipts, and track revenues
- Reconcile certain accounts regularly and prepare journal entries
- Prepare depreciation schedules
- Prepare as requested financial statements and supplementary information, but not perform a compilation with respect to those financial statements; additional information is provided below
- Prepare a schedule of cash position to monitor the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district's board of directors and in accordance with state law
- At the direction of the board of directors, assist with the coordination and execution of banking and investment transactions and documentation
- Prepare the annual budget and assist with the filing of the annual budget
- Assist the district's board of directors in monitoring actual expenditures against appropriation/budget
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district's auditors
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required
- Review claims for reimbursement from related parties prior to the board of directors' review and approval
- Read supporting documentation related to the district's acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness
  - Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW

- These procedures may not satisfy district policies, procedures, and agreements' requirements
  - Note: our procedures should not be relied upon as the final authorization for this transaction
- Attend board meetings as requested
  - Be available during the year to consult with you on any accounting matters related to the district
  - Review and approve monthly reconciliations and journal entries prepared by staff
  - Reconcile complex accounts monthly and prepare journal entries
  - Analyze financial statements and present to management and the board of directors
  - Develop and track key business metrics as requested and review periodically with the board of directors
  - Document accounting processes and procedures
  - Continue process and procedure improvement implementation
  - Report on cash flows
  - Assist with bank communications
  - Perform other non-attest services

### **Compilation services**

If an audit is not required, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement with respect to the Application for Exemption from Audit.

### **Preparation services - financial statements**

We will prepare the as requested financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable of the district, which comprise the balance sheet – governmental funds and the related statement of revenues, expenditures, and changes in fund balance – general fund. The financial statements will not include the related notes to the financial statements; the government-wide financial statements; the statement of revenues, expenditures, and changes in fund balances – governmental funds; statement of cash flows for business type activities, if applicable; and required supplementary information.

### **Preparation services - annual**

If an audit is required, we will prepare the year-end financial statements of the government wide governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable, and Management Discussion and Analysis, if applicable, which collectively comprise the basic financial statements of the district, and the related notes to the financial statements. The year-end financial statements, including the related notes to the financial statements, will be prepared for use by the district's auditors.

**Preparation services – prospective financial information (i.e., unexpired budget information)**

You have requested that we prepare the financial forecast, which comprises the forecasted financial statements identified below.

A financial forecast presents, to the best of management's knowledge and belief, the entity's expected financial position, results of operations, and cash flows for the forecast period. It is based on management's assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

The financial forecast will omit substantially all of the disclosures required by the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA presentation guidelines) other than those related to the significant assumptions.

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast. References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

**Engagement objectives and our responsibilities**

The objectives of our engagement are to:

- a) Prepare as requested financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services.
- b) As requested, apply accounting and financial reporting expertise to assist you in the presentation of your as requested financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c) Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- d) Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material

modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.

- e) If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f) If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

We will conduct our preparation and compilation engagements in accordance with Statements on Standards for Accounting and Review Services (SSARSS) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

#### **Engagement procedures and limitations**

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Application for Exemption from Audit (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements in the as requested financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the district or noncompliance with laws and regulations. However, if any of the foregoing are identified as a result of our engagement, we will promptly report this information to the board of directors of the district. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement, but will promptly report them to the board of directors of the district if they are identified. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

#### **Our report**

The compilation report on the Application for Exemption from Audit will state that management is responsible for the accompanying application included in the prescribed form, that we performed a compilation of the application, that we did not audit or review the application, and that, accordingly, we do not express an opinion a conclusion, nor provide any form of assurance on it. The report will also state that the Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America. The report will include a statement that the report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party and may not be suitable for another

purpose.

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilation on the Application for Exemption from Audit (if an audit is not required), we will not issue report on the Application for Exemption from Audit as a result of this engagement.

### **No assurance statements**

The as requested financial statements prepared for the district will not be accompanied by a report. However, management agrees that each page of the financial statements will include a statement clearly indicating that no assurance is provided on them.

As part of our preparation of financial statements each page of the financial statements and supplementary information will include the following statement: “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 if applicable, For business type activities, the Statement of Cash Flows has been omitted”.

If an audit is required, the year-end financial statements prepared for use by the district’s auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial statements will include a statement clearly indicating that no assurance is provided on them.

### **Management responsibilities**

The financial statement engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S. GAAP and assist management in the presentation of the financial statements in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

The Application for Exemption from Audit engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor and assist management in the presentation of the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor.

We are required by professional standards to identify management’s responsibilities in this agreement. Professional standards define management as the persons with executive responsibility for the conduct of the district’s operations and may include some or all of those charged with governance. Those standards require that you acknowledge and understand that management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a) The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Application for Exemption from Audit.
- b) The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105, and the preparation and fair presentation of the Application for Exemption from Audit (if applicable) in accordance with the requirements prescribed by the Colorado Office of the State Auditor.
- c) The presentation of the supplementary information.
- d) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that are free from material misstatement, whether due to fraud or error.
- e) The prevention and detection of fraud.
- f) To ensure that the entity complies with the laws and regulations applicable to its activities.
- g) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- h) To provide us with the following:
  - i) Access to all information relevant to the preparation and fair presentation of the financial statements, and the annual budget, the Application for Exemption from Audit (if applicable) such as records, documentation, and other matters.
  - ii) Additional information that may be requested for the purpose of the engagement.
  - iii) Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

We understand that you are engaging us to make recommendations and perform services to help you meet your responsibilities relevant to the preparation and fair presentation of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable).

For all accounting services we may provide to you, including the preparation of your financial statements, the annual budget, and the Application for Exemption from Audit (if applicable), management agrees to assume all management responsibilities; oversee the services by designating an individual (i.e., the board treasurer); evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

### **Fees and terms**

Billing rates guaranteed through **December 31, 2024**:

<b>Services performed by</b>	<b>Rate per hour</b>
Principal	\$300-\$600
Consulting CFO	\$290-\$400
Consulting Controller	\$240-\$380
Assistant Controller	\$210-\$290
Senior	\$150-\$220
Staff	\$130-\$190
Administrative Support	\$120-\$170

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

**Use of financial statements, the annual budget, the Application for Exemption from Audit**

The financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) are for management's use. If you intend to reproduce and publish the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) and our report thereon, they must be reproduced in their entirety. Inclusion of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

With regard to the electronic dissemination of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that have been subjected to a compilation engagement, including financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial

statements should not be relied on or distributed.

### **Municipal advisors**

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the “Act”). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

### **Agreement**

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

### **CliftonLarsonAllen LLP**

Shelby Clymer

Principal

303-265-7812

shelby.clymer@CLAconnect.com

### **Response**

This SOW correctly sets forth the understanding of Tallyns Reach Authority and is accepted by:



**CLA**  
CliftonLarsonAllen LLP

*Shelby Clymer*

---

Shelby Clymer, Principal

**SIGNED** 11/6/2023, 3:38:54 PM CST

**Client**  
Tallyns Reach Authority

SIGN:

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Harry Yosten, President

DATE:

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# Special Districts Public Management Services Statement of Work

Date: October 19, 2023

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Tallyns Reach Authority (“you,” “your,” “board of directors” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

## **Scope of professional services**

Denise Denslow is responsible for the performance of the engagement and other services identified in this agreement.

## **Scope of Management Services**

CLA will perform the following services for the district:

### **District Board of Directors (“Board”) Meetings**

- Coordination of board meetings
- Meeting attendance: district manager and/or designee will attend board meetings
- Preparation and distribution of agenda and informational materials as requested by the district
- Drafting of meeting minutes as assigned for approval by the board of directors
- Preparation and posting of notices required in conjunction with the meetings

### **Recordkeeping**

- Maintain directory of persons and organizations for correspondence
- Repository of district records and act as custodian of records for purposes of CORA (as that term is defined in the district’s Resolution Designating an Official Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-201 et seq., C.R.S.)

### **Communications**

- 24/7 answering services
- Website administration; CLA will oversee maintenance of the district's website as needed and requested by the district
- Assist with or lead the coordination of communication with municipal, county, or state governmental agencies as requested by the district

### **General Administration**

- Coordination with district's insurance provider including insurance administration, comparison of coverage, processing claims, and completion of applications
- Coordination of insurance policy renewals and updates for approval by the district's board of directors
- In collaboration with district counsel, ensure contractors and sub-contractors maintain the required insurance coverage as required by the district
- Under the direction of the board of directors, supervise project processes and vendors as assigned by the board
- Coordinate with legal, accounting, engineering, auditing and other consultants retained by the district as directed by the board (CLA itself will not and cannot provide legal services)
- Assist with or lead the coordination efforts with municipal, county, or state governmental agencies as requested by the district
- Coordinate the administration of the district's rules and regulations as requested by the board
- Under the direction of district legal counsel, coordinate election processes for the district; CLA will not serve as the Designated Election Official ("DEO")

### **Accounts Payable Services to be Provided**

- Coordinate review and approval of invoices with district accountant and board to ensure timely payment to vendors

In addition to these services, when, in the professional opinion of the district manager, other services are necessary, the district manager shall recommend the same to the board or perform such services and report to the board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$2,000, the district manager shall discuss such costs with the board and receive prior authorization to perform such services.

## Fees and terms

***The professional fees (guaranteed through December 31, 2024) for these services are as follows:***

Item	Fee
Fixed Fee- Administration- Authority Management	\$ 3,730.83 per month
Fixed Fee- Operation- Property Management	\$8,250 per month

Included in the fixed fees are meetings and phone calls to discuss operations, business matters, and accounting matters of the entity. While the fixed fees entitle the entity to consultations with us, if organizational conditions change or the scope of the work requires substantial additional effort beyond what has been defined in this agreement, CLA agrees to perform the additional work at a mutually agreed upon price.

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. We will also add a technology and client support fee of five percent (5%) of all professional fees billed. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate.

### **Municipal advisors**

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

### **Agreement**

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

### **CliftonLarsonAllen LLP**

Denise Denslow

Principal  
303-265-7910  
denise.denslow@CLAconnect.com

**Response**

This SOW correctly sets forth the understanding of Tallyns Reach Authority and is accepted by:

**CLA**  
CliftonLarsonAllen LLP

*Denise Denslow*

---

Denise Denslow, Principal

**SIGNED** 10/20/2023, 11:39:35 AM CDT

**Client**  
Tallyns Reach Authority

SIGN:

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Harry Yosten, President

DATE:

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# Special Districts Billing Services Statement of Work

Date: October 19, 2023

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Tallyns Reach Authority (“you,” “your,” “board of directors” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

## **Scope of professional services**

Shelby Clymer is responsible for the performance of the engagement and other services identified in this agreement.

## **Billing services:**

- Customer calls or emails
- Develop payment arrangements for past due customers
- Late notice inquiries
- Owner/renter changes
- Title company inquiries
- HOA specific inquiries
- Lockbox processing
- Manual payments
- Inventory analyses/processing
- Late notice processing
- Account adjustments

- Customer setups
- Payment processing and online payment processing
- Monthly accounting/financial management interface
- Prepare accounts receivable report as requested by the board

**Engagement objectives and our responsibilities**

Provide periodic billing and collection services to customers as requested and/or in accordance with the organization’s policies.

**Fees and terms**

*The professional fees (guaranteed through December 31, 2024) for these services are as follows:*

Item	Fee
Fixed Fee	\$2,600 per month

Included in the fixed fees are meetings and phone calls to discuss operations, business matters, and accounting matters of the entity. While the fixed fees entitle the entity to consultations with us, if organizational conditions change or the scope of the work requires substantial additional effort beyond what has been defined in this agreement, CLA agrees to perform the additional work at a mutually agreed upon price.

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. We will also add a technology and client support fee of five percent (5%) of all professional fees billed. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate.

Unless otherwise stated in the organization’s fee and collections resolution, CLA Billing Services staff shall be authorized to execute penalty or fee waivers per account, per calendar year, not to exceed \$100 in the aggregate. Any penalty or fee waivers in excess of \$100, per account, or any additional waivers requested by individual account holders must be approved by the board of directors.

**Municipal advisors**

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer



Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the “Act”). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

**Agreement**

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

**CliftonLarsonAllen LLP**

Shelby Clymer

Principal

303-265-7812

shelby.clymer@CLAconnect.com

**Response**

This SOW correctly sets forth the understanding of Tallyns Reach Authority and is accepted by:

**CLA**  
CliftonLarsonAllen LLP

*Shelby Clymer*

---

Shelby Clymer, Principal

**SIGNED** 11/6/2023, 3:39:33 PM CST

**Client**  
Tallyns Reach Authority

SIGN:

---

Harry Yosten, President

DATE:

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Attached are the district's **2024 Workers' Compensation Board Member Only (BMO)** renewal documents, which includes the renewal invoice, payment instructions, declarations page, and certificates if applicable.

The minimum stipend per board member continues to be \$1,200 a year for each board member (i.e.: the minimum total stipend for five (5) board members is \$6,000). The annual minimum contribution remains the same at \$450.

**There are a couple of important dates to mark on your calendar:**

- By **October 20, 2023**, let us know if you would like to make any changes to the renewal coverage.
- By **January 1, 2024**, renewal payment is due.
- By **January 30, 2024**, WC coverage is subject to cancelation for non-payment. If the CSD Pool does not receive payment by January 30, 2024, Workers Compensation coverage will cancel for non-payment.

As a reminder, BMO coverage is designed only for work-related injuries and illness for board members while in the course and scope of their duties as board members, which are strictly administrative functions. If any of the following scenarios apply to your district, you must report it to us for proper classification:

- Non-administrative functions performed by any board member, such as occasionally working at a water/sewer, or other plant operations, helping with landscaping or maintenance, meter reading, plowing snow, and so forth.
- Entering into a contract with a party, whether verbally or written, to perform work for your district, when the party does not provide proof of his/her own workers' compensation insurance coverage.
- Hiring district employee(s).

Not reporting accurately may also affect prior years' coverages as the NCCI administrative rules allow for Audits to be conducted and reconciled for corrected contribution payments for the prior three (3) years.

It is important to note that board members are considered employees under the current Colorado Revised Statute while in the course and scope of their board member administrative duties; therefore, coverage is required unless the district opts out by filing a statement with the Colorado Division of Workers' Compensation no less than 45 days before the start of the coverage year along with an annual resolution adopted and signed by each board member. If the district decides to opt out, please send us a copy of the statement and resolution so that we can properly update our file and non-renew the district's coverage. **Please also note that opting out or canceling BMO coverage will lead to the loss of the 8% Multi Program Discount associated with the district's Property & Liability coverage.**

Finally, the district may qualify for the CSD Pool's SDA Conference Scholarship Program. The CSD Pool sponsors board members who have never attended a Special District Association of Colorado (SDA) Annual Conference in September.

Thank you for renewing your Workers' Compensation Board Member Only coverage with us. If you have any questions regarding your renewal, please do not hesitate to contact us.

**TCW Risk Management Renewal Team**

On behalf of Nikki Rickord & Sebastian Arulraj

303.872.1930 • [tcwinfo@tcwrm.com](mailto:tcwinfo@tcwrm.com)



If the recipient of this email is not the intended recipient or has otherwise received the email in error, please notify the sender immediately by return email and delete the original email (together with any copies of it) from the recipient computer system without retaining, using, or reproducing the email or its contents.

## Workers' Compensation Coverage Invoice

**District:** Tallyn's Reach Authority  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111-2814

**Broker:** TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

Coverage No.		Entity ID		Effective Date		Expiration Date		Invoice Date
24WC-61696-0031		61696		1/1/2024		EOD 12/31/2024		8/14/2023
Class Code	Description	No. of Employees		No. of Volunteers	2024 Rate	2024 Estimated Employee Payroll	2024 Estimated Volunteer Payroll	Estimated Manual Contribution
		FT	PT					
8811	Board Member Coverage	0	0	5	0.75		\$6,000.00	\$45.00

Manual Contribution:		\$45.00
Experience Modification:	×	1.00
Modified Contribution:	=	\$45.00
Minimum Contribution:		\$450.00
Contribution Volume Credit:	-	\$0.00
Designated Provider Discount:	-	\$0.00
Cost Containment Credit:	×	1.00
Manual Adjustment:	×	
Multi-Program Discount:	×	1.00
Estimated Annual Contribution:	=	\$450.00
Pro Rata Factor:	×	1.00
<b>Total Estimated Contribution:</b>	<b>=</b>	<b>\$450.00</b>
<b>Total Amount Due:</b>		<b>\$450.00</b>

**Estimated payroll is subject to yearend audit.**

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

**Please remit to:** Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
PO Box 1539  
Portland, OR 97207-1539

We accept online payments at [E-Bill Express](#)  
Refer to Payment Instructions page for additional options  
billing@csdpool.org  
800-318-8870 ext. 3



## Workers' Compensation and Employer's Liability Declarations Page

**Coverage Number:** 24WC-61696-0031  
**Coverage Period:** 1/1/2024 — EOD 12/31/2024

**FEIN:** 83-0912175  
**Entity ID:** 61696

**Named Member:**

Tallyn's Reach Authority  
 c/o CliftonLarsonAllen LLP  
 8390 East Crescent Parkway, Suite 300  
 Greenwood Village, CO 80111-2814

**Broker of Record:**

TCW Risk Management  
 384 Inverness Parkway  
 Suite 170  
 Englewood, CO 80112

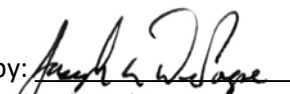
**Coverage is provided for only those coverages and classifications indicated below.**

**State:** Colorado  
**Limits of Liability:** Coverage A Workers' Compensation Statutory  
 Coverage B Employer's Liability \$2,000,000  
**Annual Contribution:** \$450.00

Class	Description	2024 Estimated Employee Payroll	2024 Estimated Volunteer Payroll
8811	Board Member Coverage		\$6,000.00

This Declarations page is made and is mutually accepted by the Pool and Named Member subject to all terms that are made a part of the Workers' Compensation Coverage Document. This Declarations page represents only a brief summary of coverages. Please refer to the Coverage Document at [csdpool.org](http://csdpool.org) for actual coverages, terms, conditions, and exclusions. Named Member must be a member of the Special District Association of Colorado and must adopt the Pool's Intergovernmental Agreement.

Countersigned by:

  
 Authorized Representative  
 Colorado Special Districts Property and Liability Pool

Date: 8/14/2023



## Payment Instructions

The contribution for coverage with the Pool is due upon receipt of this invoice.

We accept the following payment methods:

1. Online using **E-Bill Express** ([www.e-billexpress.com/ebpp/CSDPool](http://www.e-billexpress.com/ebpp/CSDPool)). For detailed instructions, please click [here](#) or go to [csdpool.org/documents](http://csdpool.org/documents). You can also find an FAQ [here](#) or go to the E-Bill Express logon screen.
2. Mail your check to:

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
PO Box 1539  
Portland, OR 97207

For express or overnight mail services, please use the address below:

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
1800 SW 1<sup>st</sup> Ave, Suite 400  
Portland, OR 97201

**To ensure that your payment is accurately applied, please always include a copy of the invoice.**

3. Wire or ACH transfer from your own bank account. Please let us know if you wish to use this method and we will be happy to provide you with these instructions.

Please be advised that in accordance with the Intergovernmental Agreement (IGA), automatic expulsion will occur on the 60<sup>th</sup> day should your account not be current. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

If your district requires a payment extension, please submit a written request within ten (10) business days from the date of the invoice, for consideration by the CSD Pool Board of Directors.

Finally, all members of the Pool must be members in good standing with the Special District Association of Colorado (SDA). Please visit the SDA website at [sdaco.org](http://sdaco.org) for member information.

Please contact us at [billing@csdpool.org](mailto:billing@csdpool.org) or 800-318-8870 ext. 3 for billing questions.