

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

**NOTICE OF REGULAR MEETING AND AGENDA**

**DATE:** July 18, 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\\_YWNiMDFiMDYtM2U1NC00OTkzLThkNzUtZDQ3OWMyMDQxMjk3%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_YWNiMDFiMDYtM2U1NC00OTkzLThkNzUtZDQ3OWMyMDQxMjk3%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: 637 579 415#**

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

**I. ADMINISTRATIVE MATTERS**

- A. Call to order and approval of agenda.

- B. Present disclosures of potential conflicts of interest.
- C. Confirm quorum, location of meeting and posting of meeting notices.

**II. PUBLIC COMMENT**

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

**III. DISCUSS AND CONSIDER APPOINTMENT OF OFFICERS**

<u>Office</u>	
President	
Vice-President / Assistant Secretary	
Treasurer	
Assistant Secretary	
Assistant Secretary	
Secretary to the Board (non-elected)	

**IV. 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 Special Meeting on March 14, 2023 (enclosure).
- B. Ratify approval of Fifth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc. for 2023 Plant Health Care in the amount of \$100,083.34 (enclosure).
- C. Ratify approval of Sixth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc. for Tree Replacements in the amount of \$148,423.91 (enclosure).
- D. Ratify approval of Seventh Independent Contractor Agreement with Brightview Landscape Services, Inc. for Turf to Native Conversion in the amount of \$61,777.70 (enclosure).
- E. Ratify approval of Eighth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc. for Top Dress E Frost Dr and Native to Cobble Arapahoe Rd in the amount of \$20,730.88 (enclosure).

- F. Ratify approval of Ninth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc. for Crusher Fines Path Repair in the amount of \$6,308.05 (enclosure).
- G. Ratify approval of Independent Contractor Agreement with Brightview Landscape Services, Inc. for Landscape Maintenance on City Owned Property for 2023 Season (enclosure).
- H. Ratify approval of Independent Contractor Agreement with Colorado Designscapes, Inc. for Monument Landscaping in the amount of \$23,916.08 (enclosure).
- I. Ratify approval of First Addendum to Independent Contractor Agreement with ET Irrigation Management Specialist LLC for Spray Head Replacement in the amount of \$13,800.00 (enclosure).
- J. Ratify approval of First Addendum to Independent Contractor Agreement with MFish Graphics for Sign Updates in the amount of \$48,307.00 (enclosure).
- K. Ratify approval of Independent Contractor Agreement with Schedio Group, LLC for Engineering Services (enclosure).
- L. Ratify approval of bid for retaining wall project and awarding of bid.

## **V. LEGAL MATTERS**

- A. Discuss updates with City of Aurora.
  - a. Sample COA Tree Survey (enclosure).
  - b. Spreadsheet of COA Status of Trees (enclosure).
  - c. COA Disputed Maintenance Areas (enclosure).
  - d. Spreadsheet of Median Areas in Tallyn's Reach (enclosure).
  - e. Map of Ownership (enclosure).

## **VI. FINANCIAL MATTERS**

- A. Review and consider approval of claims for period ending July 11, 2023, in the amount of \$1,022,342.27 (enclosure).
- B. Review and consider approval of unaudited financial statements as of May 31, 2023, and schedule of cash position updated as of July 11, 2023 (enclosure).

**VII. MANAGER MATTERS**

- A. Discuss electrical vehicle charging stations.
- B. IMEG update.
- C. Landscape update (enclosure).
- D. Discuss another resident survey.

**VIII. OTHER MATTERS**

- A. **Authority:** Confirm quorum for next regular Board meeting – September 19, 2023 at 6:00 p.m.

**IX. EXECUTIVE SESSION**

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

**X. ADJOURNMENT**

**The next regular meeting is scheduled for September 19, 2023 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  
MARCH 14, 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, March 14, 2023, at 6:00 p.m. This regular meeting was held at the Tallyn's Reach Clubhouse, 24900 E. Park Crescent Drive, Aurora, Colorado 80016 and via Microsoft Teams. The meeting was open to the public.

### ATTENDANCE

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

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

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

Blair Dickhoner, Esq.; White Bear Ankele Tanaka & Waldron ("WBA")  
Celeste Terrell, Shauna D'Amato, Terri Boroviak, and Nic Carlson (for a portion of the meeting); CliftonLarsonAllen LLP ("CLA")  
Isabell Rodau; YMCA

#### **Public in Attendance Were:**

Michelle Curtin  
Laura Youngblood

### ADMINISTRATIVE MATTERS

**Call to Order:** The meeting was called to order at 6:01 p.m.

**Agenda:** Following review and discussion, upon a motion duly made by Director Yosten, seconded by Director Dell'Orfano and, upon vote, unanimously carried, the Board approved the Agenda, as amended, to add discussion of swim season under Manager Matters.

**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

## RECORD OF PROCEEDINGS

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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

None.

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

## RECORD OF PROCEEDINGS

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management.

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

### LEGAL MATTERS

**Information from Metro District Education Coalition:** Attorney Dickhoner provided an overview to the Board. The Board requested that the information be posted on the website.

### FINANCIAL MATTERS

**Claims:** Ms. Boroviak provided an overview of the claims. Following review and discussion, upon a motion duly made by Director Yosten, seconded by Director Crandall and, upon vote, unanimously carried, the Board approved the claims as presented.

## RECORD OF PROCEEDINGS

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### **Unaudited Financial Statements and Schedule of Cash Position:**

Ms. Boroviak reviewed the unaudited financial statements as of December 31, 2022 and the schedule of cash position updated as of February 27, 2023. Following review and discussion, upon a motion duly made by Director Yosten, seconded by Director Crandall and, upon vote, unanimously carried, the Board approved the unaudited financial statements as of December 31, 2022 and the schedule of cash position updated as of February 27, 2023, as presented.

### **MANAGER MATTERS**

**Proposals for Reserve Rate Study:** Ms. Terrell reviewed the proposals from McCaffery Reserve Consulting and Association Reserves with the Board. 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 proposal from Association Reserves with a 12-week turnaround option, with the reserve study to begin after IMEG Corp. (“IMEG”) has completed assessments of the 12 ponds.

**IMEG Update:** Mr. Carlson provided an update to the Board: IMEG has gotten through majority of hurdles with the City of Aurora for the retaining wall project; final approval needs to be sent back to original engineer; IMEG also provided a cost estimate for the retaining wall; Attorney Dickhoner explained that the retaining wall project will need to be rebid; The pond project is to start in spring; IMEG is also putting together a bid package for maintenance needed on 25 privately owned streets which will hopefully be ready in time for the July meeting; Mr. Carlson will be reaching out to IMEG on the Buchanan drainage project and will provide an update.

**Landscape Update:** Ms. Terrell provided an update. Mulch refresh has begun in the central and southeast quads; Brightview is working on completing tree replacements with approximately 200 dead trees being removed and 150 new trees being planted; several annual beds are being converted to perennial beds; the turf to native landscape project will begin in the spring; the new monument on Arapahoe has been installed, and the new monument on Briarwood is in permitting stage and will be installed during the spring; ET Irrigation is working on plan to reduce water usage by 6 million gallons to comply with the City of Aurora 20% reduction outlined in Drought Stage 1.

**Pool Items:** Ms. Rodau discussed option for the YMCA to extend the swim season. The Board asked to be on the list for an extended season with the YMCA. Ms. Rodau will be in contact with the aquatics team.



## RECORD OF PROCEEDINGS

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Director Pell discussed the possibility of the Authority to contribute towards a dessert truck for the pool opening day and additional treats throughout the season. Following discussion, upon a motion duly made by Director Pell, seconded by Director Crandall and, upon vote, unanimously carried, the Board approved \$1,500 for treats at the pool opening and during the pool season.

### OTHER MATTERS

**Authority – Quorum for Next Regular Board Meeting on July 18, 2023 at 6:00 p.m.:** The Board confirmed an anticipated quorum and reported that the meeting will be held in person and virtually.

### 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 Ongoing Landscape Maintenance:** Pursuant to Section 24-6-402(4)(b), C.R.S., upon motion duly made by Director Dell’Orfano, seconded by Director Patterson and, upon vote, unanimously carried, the Board convened in Executive Session at 6:51 p.m. for the purpose of receiving legal advice related to ongoing landscape maintenance.

The Board reconvened in public session at 7:34 p.m.

Following discussion, upon a motion duly made by Director Yosten, seconded by Director Patterson and, upon vote, unanimously carried, the Board approved a proposal with Brightview Landscape Services, Inc. for maintaining City of Aurora property.

### ADJOURNMENT

There being no further business to come before the Board, the Board adjourned the meeting at 7:41 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

**FIFTH ADDENDUM  
TO  
INDEPENDENT CONTRACTOR AGREEMENT  
(2023 Plant Health Care)**

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This **FIFTH ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**Fifth Addendum**”) is entered into on the 17<sup>th</sup> day of March, 2023, by and between **TALLYN’S REACH AUTHORITY**, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and **BRIGHTVIEW LANDSCAPE SERVICES, INC.**, a Colorado corporation the (“**Contractor**”), collectively referred to herein as the “Parties.”

**RECITALS:**

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Landscape Management)*, dated December 10, 2022, and that *First Addendum to Independent Contractor Agreement (2023 Annual Flowers)*, dated March 21, 2023, and that *Second Addendum to Independent Contractor Agreement (Mulch Top Dressing)*, dated March 21, 2023, and that *Third Addendum to Independent Contractor Agreement (2023 Perennial Flowers)*, dated March 21, 2023, and that *Fourth Addendum to Independent Contractor Agreement (2023 Landscape Maintenance Program)*, dated March 16, 2023 (collectively the “**Agreement**”); and

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

WHEREAS, the Parties wish to expand the scope of services to address the plant health care for 2023 (the “**Additional Services**”); and

WHEREAS, the Contractor is agreeable with providing the Additional Services within this Fifth 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 Fifth Addendum, all terms and provisions of the Agreement shall remain in full force and effect.

4. COUNTERPART EXECUTION. This Fifth 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 Fifth Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

**AUTHORITY:**

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

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

**ATTEST:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

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

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

**CONTRACTOR:**

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

\_\_\_\_\_

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

\_\_\_\_\_  
Title

## EXHIBIT A



September 12, 2022  
Page 1 of 2

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

Property Name	Tallyn's Reach Authority	Contact	Celeste Terrell
Property Address	24900 E Park Crescent Dr. Aurora, CO 80016	To	Tallyn's Reach Authority
		Billing Address	370 Interlocken Blvd Ste 500 Broomfield, CO 80021
Project Name	2023 Plant Health Care		
Project Description	2023 Plant Health Care		

#### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
<b>1st IPS Beetle</b>				<b>Subtotal</b>
				<b>\$29,833.33</b>
1.00	LUMP SUM	IPS Beetle spray to all Pines and Spruce Trees (1st application)	\$29,833.33	\$29,833.33
<b>2nd IPS Beetle</b>				<b>Subtotal</b>
				<b>\$29,833.33</b>
1.00	LUMP SUM	IPS Beetle spray to all Pines and Spruce Trees (2nd application)	\$29,833.33	\$29,833.33
<b>Lilac Ash Borer</b>				<b>Subtotal</b>
				<b>\$10,500.00</b>
1.00	LUMP SUM	Lilac Ash Borer to all Ash Trees	\$10,500.00	\$10,500.00
<b>1st Aphid and Mite</b>				<b>Subtotal</b>
				<b>\$9,166.67</b>
1.00	LUMP SUM	Aphid, Mite and Japanese Beetle Spray for all infested transplant trees and shrubs (1st application)	\$9,166.67	\$9,166.67
<b>2nd Aphid and Mite</b>				<b>Subtotal</b>
				<b>\$9,166.67</b>
1.00	LUMP SUM	Aphid, Mite and Japanese Beetle Spray for all infested transplant trees and shrubs (2nd application)	\$9,166.67	\$9,166.67
<b>3rd Aphid and Mite</b>				<b>Subtotal</b>
				<b>\$9,166.67</b>
1.00	LUMP SUM	Aphid, Mite and Japanese Beetle Spray for all infested transplant trees and shrubs (3rd application)	\$9,166.67	\$9,166.67
<b>Mealy Bug</b>				<b>Subtotal</b>
				<b>\$2,416.67</b>
1.00	LUMP SUM	Mealy Bug Application	\$2,416.67	\$2,416.67

For internal use only

SO# 7922364  
JOB# 400300615  
Service Line 130

**Total Price** \$100,083.34

**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

**SIXTH ADDENDUM  
TO  
INDEPENDENT CONTRACTOR AGREEMENT  
(Tree Replacements)**

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This **SIXTH ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**Sixth Addendum**”) is entered into on the 26<sup>th</sup> day of March, 2023, by and between **TALLYN’S REACH AUTHORITY**, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and **BRIGHTVIEW LANDSCAPE SERVICES, INC.**, a Colorado corporation the (“**Contractor**”), collectively referred to herein as the “Parties.”

**RECITALS:**

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Landscape Management)*, dated December 10, 2022, and that *First Addendum to Independent Contractor Agreement (2023 Annual Flowers)*, dated March 21, 2023, and that *Second Addendum to Independent Contractor Agreement (Mulch Top Dressing)*, dated March 21, 2023, and that *Third Addendum to Independent Contractor Agreement (2023 Perennial Flowers)*, dated March 21, 2023, and that *Fourth Addendum to Independent Contractor Agreement (2023 Landscape Maintenance Program)*, dated March 16, 2023, and that *Fifth Addendum to Independent Contractor Agreement (2023 Plant Heath Care)*, dated March 26, 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 replacing trees within the District (the “**Additional Services**”); and

WHEREAS, the Contractor is agreeable with providing the Additional Services within this Sixth 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 Sixth Addendum, all terms and provisions of the Agreement shall remain in full force and effect.

4. COUNTERPART EXECUTION. This Sixth 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 Sixth Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

**AUTHORITY:**

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

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

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

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

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

**CONTRACTOR:**

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

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

\_\_\_\_\_  
Title

**EXHIBIT A**



March 16, 2023

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

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

Project Name      2023 Tree Replacements

Project Description    2023 Tree Replacements

### Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Drive Time Labor
1.00	LUMP SUM	Freight/Delivery
153.00	EACH	Gator Bags for tree watering
1.00	LUMP SUM	Hand water to fill gator bags
20.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed (for tree rings)
1.00	LUMP SUM	Additional labor hours to locate tree locations
3.00	EACH	PINE, PONDEROSA - 6' Conifer Tree Installed
2.00	EACH	Spruce, Colorado - 6' Conifer Tree Installed
10.00	EACH	MAPLE, SIENNA GLEN - 2" Deciduous Tree Installed
15.00	EACH	CATALPA, WESTERN - 2" Deciduous Tree Installed
16.00	EACH	LINDEN, GREENSPIRE - 2" Deciduous Tree Installed
13.00	EACH	HONEYLOCUST, SHADEMASTER - 2" Deciduous Tree Installed
12.00	EACH	HONEYLOCUST, SKYLINE - 2" Deciduous Tree Installed
15.00	EACH	KENTUCKY COFFEE TREE - 2" Deciduous Tree Installed
15.00	EACH	OAK, SWAMP WHITE - 2" Deciduous Tree Installed
2.00	EACH	OAK, ENGLISH - 2" Deciduous Tree Installed
13.00	EACH	OAK, NORTHERN RED - 2" Deciduous Tree Installed
2.00	EACH	CRABAPPLE, RADIANT - 2" Deciduous Tree Installed
3.00	EACH	CRABAPPLE, SPRING SNOW - 2" Deciduous Tree Installed
1.00	EACH	CHOKECHERRY - 2" Deciduous Tree Installed
13.00	EACH	HACKBERRY, WESTERN - 2" Deciduous Tree Installed
18.00	EACH	PEAR, CLEVELAND SELECT - 2" Deciduous Tree Installed

#### 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





March 16, 2023  
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## Proposal for Extra Work at Tallyn's Reach Authority

For internal use only

SO# 8060390  
JOB# 400300615  
Service Line 130

**Total Price** \$148,423.91

**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

**SEVENTH ADDENDUM  
TO  
INDEPENDENT CONTRACTOR AGREEMENT  
(Turf to Native Conversion)**

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

**RECITALS:**

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Landscape Management)*, dated December 10, 2022, and that *First Addendum to Independent Contractor Agreement (2023 Annual Flowers)*, dated March 21, 2023, and that *Second Addendum to Independent Contractor Agreement (Mulch Top Dressing)*, dated March 21, 2023, and that *Third Addendum to Independent Contractor Agreement (2023 Perennial Flowers)*, dated March 21, 2023, and that *Fourth Addendum to Independent Contractor Agreement (2023 Landscape Maintenance Program)*, dated March 16, 2023, and that *Fifth Addendum to Independent Contractor Agreement (2023 Plant Health Care)*, dated March 26, 2023, and that *Sixth Addendum to Independent Contractor Agreement (Tree Replacements)*, dated March 26, 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 converting turf to native grasses within the District (the “**Additional Services**”); and

WHEREAS, the Contractor is agreeable with providing the Additional Services within this Seventh 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 Seventh Addendum, all terms and provisions of the Agreement shall remain in full force and effect.

4. COUNTERPART EXECUTION. This Seventh 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 Seventh Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

**AUTHORITY:**

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

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

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

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

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

**CONTRACTOR:**

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

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

\_\_\_\_\_  
Title

**EXHIBIT A**

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

Property Name	Tallyn's Reach Authority	Contact	Celeste Terrell
Property Address	24900 E Park Crescent Dr. Aurora, CO 80016	To	Tallyn's Reach Authority
		Billing Address	370 Interlocken Blvd Ste 500 Broomfield, CO 80021
Project Name	2023 Turf to Native Conversion		
Project Description	2023 Turf to Native Conversion		

### Scope of Work

-Irrigation adjustment for new shrubs for bed extension will be billed at time and material rates. It is not Included in this price.

-Wood mulch will be top dressed in beds that are directly associated with new bed extension areas.

-Shrubs will be installed in two beds at end of cul-de-sac. But bed extension near pond will not receive any shrubs due to large amount of trees.

-Bed extension areas are shown as yellow areas on maps that were provided to me. They are only in Priority 1 areas.

QTY	UoM/Size	Material/Description	Unit Price	Total
<b>Misc.</b>				<b>Subtotal</b>
				<b>\$7,317.69</b>
1.00	LUMP SUM	Mobilization	\$5,003.09	\$5,003.09
1.00	LUMP SUM	Freight/Delivery	\$556.20	\$556.20
1.00	LUMP SUM	Dump Rate	\$1,758.40	\$1,758.40
<b>Priority 1 approx. 50,478sf</b>				<b>Subtotal</b>
				<b>\$40,034.36</b>
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Labor Only)	\$3,062.09	\$6,124.18
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Material Only)	\$556.20	\$1,112.40
1.00	LUMP SUM	MOW AREA TO A MAX OF 2" HEIGHT. (AS SHORT AS POSSIBLE) (labor only)	\$2,578.60	\$2,578.60
1.00	LUMP SUM	TRIPLE AERATE AREA (labor Only)	\$1,933.95	\$1,933.95
1.00	LUMP SUM	Terraseed Area (see attached detail on process of terraseeding)	\$13,500.00	\$13,500.00
1.00	LUMP SUM	Install Signage similar to previous turf to native conversion areas. (Labor Only)	\$644.65	\$644.65
1.00	LUMP SUM	Install Signage similar to previous turf to native conversion areas. (Material Only)	\$444.96	\$444.96
1.00	LUMP SUM	Removal of turf in preparation for Mulch Bed (approx 2,225sf) (Yellow Areas) (Labor Only)	\$1,933.95	\$1,933.95

**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

70.00	LINEAR FEET	Green Pro - Edging Installed (Labor Only) (Yellow Area)	\$3.25	\$227.37
70.00	LINEAR FEET	Green Pro - Edging Installed (Material Only) (Yellow Area)	\$6.95	\$486.52
13.00	EACH	LILAC, MISS KIM - 5 gal. Shrub/Perennial Installed (Labor Only) (Yellow Area)	\$14.12	\$183.53
13.00	EACH	LILAC, MISS KIM - 5 gal. Shrub/Perennial Installed (Material Only) (Yellow Area)	\$50.17	\$652.25
50.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed (Labor Only) (Yellow Area)	\$48.39	\$2,419.28
50.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed (Material Only) (Yellow Area)	\$155.85	\$7,792.72
<b>Priority 2 approx. 19,852sf</b>			<b>Subtotal</b>	<b>\$10,448.86</b>
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Labor Only)	\$966.98	\$1,933.95
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Material Only)	\$222.48	\$444.96
1.00	LUMP SUM	MOW AREA TO A MAX OF 2" HEIGHT. (AS SHORT AS POSSIBLE) (Labor Only)	\$1,031.44	\$1,031.44
1.00	LUMP SUM	TRIPLE AERATE AREA (Labor Only)	\$1,095.91	\$1,095.91
1.00	LUMP SUM	Terraseed Area (see attached detail on process of terraseeding)	\$5,333.33	\$5,333.33
1.00	LUMP SUM	Install Signage similar to previous turf to native conversion areas. (Labor Only)	\$386.79	\$386.79
1.00	LUMP SUM	Install Signage similar to previous turf to native conversion areas. (Material Only)	\$222.48	\$222.48
<b>Priority 3 approx. 3,420sf</b>			<b>Subtotal</b>	<b>\$3,976.79</b>
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Labor Only)	\$612.42	\$1,224.84
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Material Only)	\$55.62	\$111.24
1.00	LUMP SUM	MOW AREA TO A MAX OF 2" HEIGHT. (AS SHORT AS POSSIBLE) (Labor Only)	\$386.79	\$386.79
1.00	LUMP SUM	TRIPLE AERATE AREA (Labor Only)	\$644.65	\$644.65
1.00	LUMP SUM	Terraseed Area (see attached detail on process of terraseeding)	\$1,000.00	\$1,000.00
1.00	LUMP SUM	Install Signage similar to previous turf to native conversion areas. (Labor Only)	\$386.79	\$386.79
1.00	LUMP SUM	Install Signage similar to previous turf to native conversion areas. (Material Only)	\$222.48	\$222.48

**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



**EIGHTH ADDENDUM  
TO  
INDEPENDENT CONTRACTOR AGREEMENT**  
(Top Dress E Frost Dr and Native to Cobble Arapahoe Rd)

---

This **EIGHTH ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**Eighth Addendum**”) is entered into on the 30<sup>th</sup> day of May, 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

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 a top dress of East Frost Drive and converting landscaping to cobblestone along Arapahoe Road (the “**Additional Services**”); and

WHEREAS, the Contractor is agreeable with providing the Additional Services within this Eighth 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 Eighth Addendum, all terms and provisions of the Agreement shall remain in full force and effect.

4. COUNTERPART EXECUTION. This Eighth 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 Eighth Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

**AUTHORITY:**

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

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

**ATTEST:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

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

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

**CONTRACTOR:**

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

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

\_\_\_\_\_  
Title

# EXHIBIT A



May 01, 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

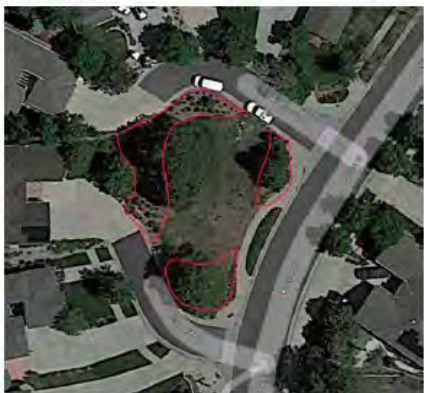
Project Name      Mulch top dress in median in E. Frost Dr.  
 Project Description      Mulch top dress in median in E. Frost Dr. (see attached map for location)

### Scope of Work

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

### Images

Frost median map



For internal use only

IO#                    8106848  
 IOB#                400300615  
 Service Line        130

**Total Price**                \$6,452.81



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

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

Project Name      Native to Cobble Along Arapahoe Rd.

Project Description      Native to Cobble Along Arapahoe Rd. near E470 overpass (see attached map for locations)

### Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Drive Time Labor
1.00	LUMP SUM	Freight/Delivery
1.00	LUMP SUM	Dump Rate
1.00	LUMP SUM	Removal of Native and excess soil. We will lower grade below concrete to help prevent cobble from falling into the road.
2,200.00	SQUARE FEET	Filter Fabric - Fabric and Netting Installed
40.00	TON	White Cobblestone 2-4 - TON Rock/Gravel Installed
1.00	LUMP SUM	Traffic Control and Permit

### Images

**TRA Native to Cobble**





May 01, 2023  
Page 2 of 3

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

For internal use only

SO# 8106739  
JOB# 400300615  
Service Line 130

**Total Price** \$14,278.07

**NINTH ADDENDUM  
TO  
INDEPENDENT CONTRACTOR AGREEMENT  
(Crusher Fines Path Repair)**

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This **NINTH ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**Ninth Addendum**”) is entered into on the 12<sup>th</sup> day of June, 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, (collectively the “**Agreement**”); and

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

WHEREAS, the Parties wish to expand the scope of services to address the repair of Crusher Fines path (the “**Additional Services**”); and

WHEREAS, the Contractor is agreeable with providing the Additional Services within this Ninth 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 Ninth Addendum, all terms and provisions of the Agreement shall remain in full force and effect.

4. COUNTERPART EXECUTION. This Ninth 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 Ninth Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

**AUTHORITY:**

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

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

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

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

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

**CONTRACTOR:**

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

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

\_\_\_\_\_  
Title

## EXHIBIT A



May 08, 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	Crusher Fines Path Repair		
Project Description	Crusher Fines Path Repair (see attached maps for locations)		

#### Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Drive Time Labor
1.00	LUMP SUM	Freight/Delivery
400.00	LINEAR FEET	Green Pro - Edging Installed (to be installed on either side of both trails)
1.00	LUMP SUM	Trench area for edger install and re compact existing breeze trail.
5.00	TON	Gray Breeze - TON Rock/Gravel Installed (to fill low areas where erosion occurred)

#### Images

**TRA breeze trail repair**

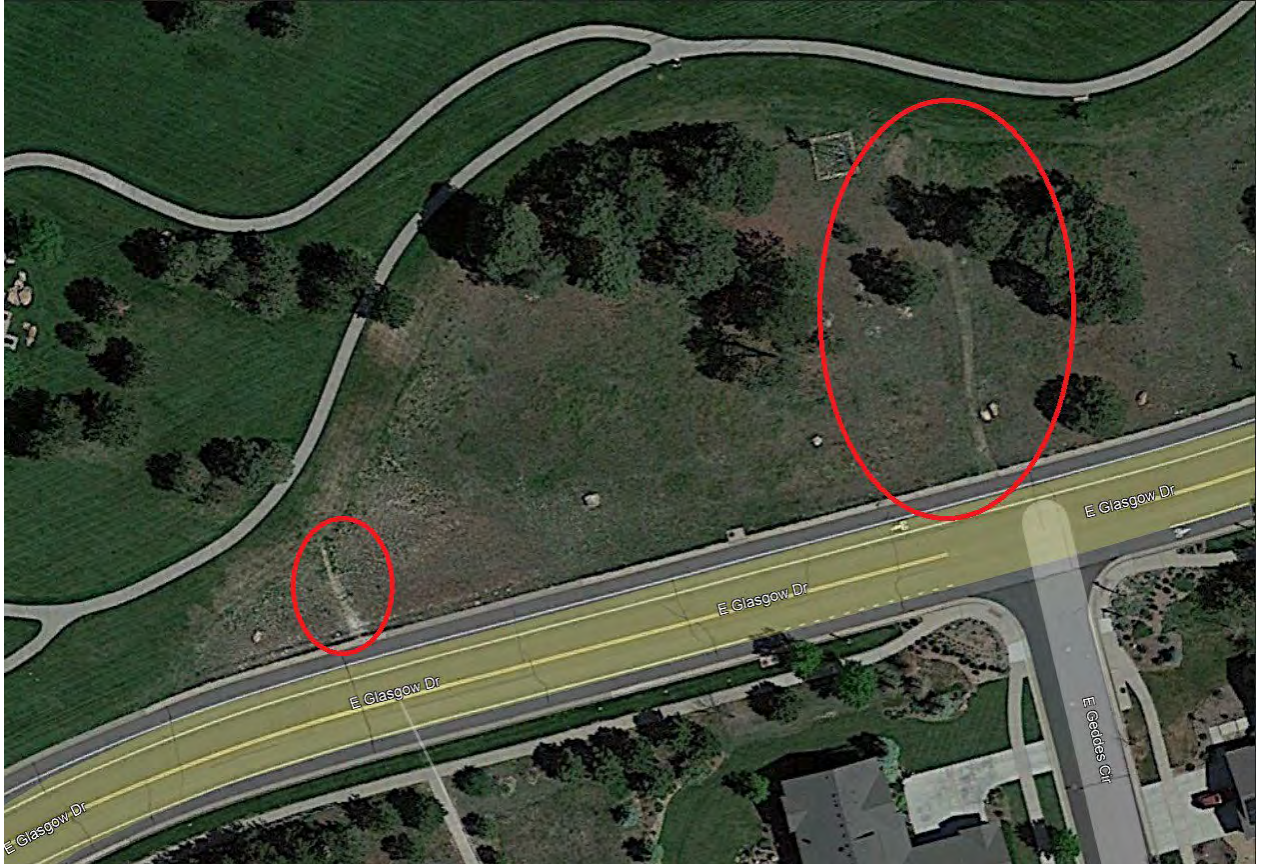


For internal use only

SO# 8113979  
JOB# 400300615  
Service Line 130

**Total Price** \$6,308.05







**INDEPENDENT CONTRACTOR AGREEMENT**  
(LANDSCAPE MAINTENANCE – CITY OWNED)

---

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 28<sup>th</sup> day of April, 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 January 1, 2023 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) December 31, 2023.

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

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

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

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

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

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

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

7. COMPENSATION AND INVOICES.

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

b. Invoices. Invoices for the Services shall be submitted monthly, by the 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 Motsenbocker Rd., Suite 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

\_\_\_\_\_  
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 Landscape Maintenance Services (City Owned) with BrightView Landscape Services, Inc., dated April 28, 2023*

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

\_\_\_\_\_

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

\_\_\_\_\_  
Title

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as the \_\_\_\_\_ of BrightView Landscape Services, Inc.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

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

*Contractor's Signature Page to Independent Contractor Agreement for Landscape Maintenance Services (City Owned) with Tallyn's Reach Authority, dated April 28, 2023*

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

**Tallyn's Reach Authority – City of Aurora Owned Areas  
12 Month Landscape Maintenance Program  
2023 Season**

<u>Service:</u>	<u>Frequency:</u>
Mowing / Trimming / Blowing of clippings	26
Turf Fertilization (Timed-release blend)	1
Turf Pre-emergent Weed Control	1
Turf Post Emergent Weed Control	2
Aeration	1
Edge Curbs and Walks	13
Debris Removal - Summer	30
Debris Removal - Winter	22
Tree Rings	2
Spring Cleanup	1
Fall Cleanup	1
Native Mow – Beauty Bands	4
<b>ANNUAL CONTRACT VALUE</b>	<b>\$16,590.00</b>
<b>MONTHLY PAYMENT</b>	<b>\$ 1,382.50</b>

**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.**


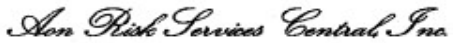
3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage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

		<h3>CERTIFICATE OF LIABILITY INSURANCE</h3>		DATE (MM/DD/YYYY) 09/22/2022			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
<b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</b>							
<b>PRODUCER</b> Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA			<b>CONTACT NAME:</b> PHONE (AC. No. Ext): (866) 283-7122      FAX (AC. No.): (800) 363-0105 E-MAIL ADDRESS:				
<b>INSURED</b> BrightView Landscape Services, Inc. Location #40030 8888 Molsenbocker Road, Suite A Parker CO 80134 USA			<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>		
			INSURER A: ACE American Insurance Company		22667		
			INSURER B: American Guarantee & Liability Ins Co		26247		
			INSURER C:				
			INSURER D:				
			INSURER E:				
			INSURER F:				
<b>COVERAGES</b> <b>CERTIFICATE NUMBER: 570095464198</b> <b>REVISION NUMBER:</b>							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. <b>Limits shown as are requested</b>							
INS LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			XSLG47318397 SIR applies per policy terms & conditions	10/01/2022	10/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (li.a occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H1071333A	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (li.a accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION			AUC508596818	10/01/2022	10/01/2023	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC50687302 WC - AOS SCFC50687405 WC - WE	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Tallyn's Reach Authority is included as Additional Insured in accordance with the policy provisions of the General Liability policy.							
<b>CERTIFICATE HOLDER</b>  Tallyn's Reach Authority c/o Clifton Allen Larson 8390 E. Crescent Parkway, Suite 300 Greenwood Village CO 80111 USA				<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  			

Holder Identifier: BC

Certificate No : 570095464198

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ACORD 25 (2016/03)

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**EXHIBIT D**

**CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE**

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

**CERTIFICATE OF FACT OF GOOD STANDING**

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

BrightView Landscape Services, Inc.

is a

Corporation

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

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/27/2023 that have been posted, and by documents delivered to this office electronically through 04/28/2023 @ 13:50:28 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/28/2023 @ 13:50:28 in accordance with applicable law. This certificate is assigned Confirmation Number 14919088 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

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

**INDEPENDENT CONTRACTOR AGREEMENT**  
(MONUMENT LANDSCAPING)

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 12th day of April, 2023, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and Colorado Designsapes, Inc., a Colorado Corporation (the “**Contractor**”). The Authority and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

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

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

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

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

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

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

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

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

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

## TERMS AND CONDITIONS

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

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

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

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

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

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

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

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

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

7. COMPENSATION AND INVOICES.

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

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

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

15. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

Authority:

Tallyn's Reach Authority  
 c/o CliftonLarsonAllen  
 8390 E. Crescent Parkway #300  
 Greenwood Village, CO 80111  
 Attention: Celeste Terrell  
 Phone: (303) 265-7875  
 Email: [celeste.terrell@claconnect.com](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: Colorado Designsapes, Inc.  
 15440 East Fremont Drive  
 Centennial, Colorado 80112  
 Attention: Drew DaHarb  
 Phone: (303) 941-8799  
 Email: [ddaharb@designsapes.org](mailto:ddaharb@designsapes.org)

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

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

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

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

25. GOVERNING LAW.

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

the Authority shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

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

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

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

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

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

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

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

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

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

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

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

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

*[Signature pages follow].*



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

**AUTHORITY:**

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

\_\_\_\_\_  
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 Monument Landscaping Services with Colorado Designscapes, Inc, dated April 12, 2023*

**CONTRACTOR:**

Colorado Designscares, Inc., a Colorado Corporation a Colorado Corporation

\_\_\_\_\_

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

\_\_\_\_\_  
Title

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as the \_\_\_\_\_ of Colorado Designscares, Inc..

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

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

***Contractor’s Signature Page to Independent Contractor Agreement for Monument Landscaping Services with Tallyn’s Reach Authority, dated April 12, 2023***

**EXHIBIT A****SCOPE OF SERVICES/COMPENSATION SCHEDULE****ESTIMATE PREPARED FOR:**

Tallyns Reach  
Street  
City, State, Zip  
Email address ~ Phone

**DESIGNSCAPES COLORADO, INC.**

15440 East Fremont Drive  
Centennial, Colorado 80112  
Phone (303)721-9003; Fax (303)755-7040

**Designer Select from Team / List:****ID: M420476-H148****Bid Date: 11-Apr-2023****PROJECT DESCRIPTION:**

Redesign of the Sod area

ITEM with Description	QUANTITY	UNIT	MATERIALS	LABOR	SUBS	EQUIP	TOTAL
• Plant Material - See Exhibit A (Attached); Includes Delivery and Layout	382	Each	10,576.25	9,640.93	0.00	0.00	20,217.18
• Planters Mix -1600# (Installed)	3	CY	456.43	359.46	0.00	0.00	815.89
• Irrigation Work (Installed)	1	LS	544.73	2,338.28	0.00	0.00	2,883.01
• Permits & Engineering - Not included in this estimate							
• Nightscaping Please contact Drew DaHarb for your personalized Lighting & Audio System Design & Quote. Drew DaHarb – Lighting and Audio Design 303.941.8799 / <a href="mailto:ddaharb@designscapes.org">ddaharb@designscapes.org</a>							
<b>TOTALS</b>			<b>11,577.41</b>	<b>12,338.67</b>	<b>0.00</b>	<b>0.00</b>	<b>23,916.08</b>

**NOTES:**

- Bid expires 30 Days from Bid Date unless otherwise indicated
- Demo, removal, and irrigation to be billed time and materials (\$85/hr; MSRP)
- Not responsible for PRIVATE utilities not marked or identified by owner
- We do not recommend underground gutters/drain pipe(s) unless by Homeowner request. Designscapes Colorado is not responsible for drainage problems.

**ESTIMATE PREPARED FOR:**

Tallyns Reach  
 Street  
 City, State, Zip  
 Email address

**DESIGNSCAPES COLORADO, INC.**

15440 East Fremont Drive  
 Centennial, Colorado 80112  
 Phone (303)721-9003; Fax (303)755-7040

Designer Select from Team / List:

ID: M420476-H148

Bid Date: 11-Apr-2023

**EXHIBIT A ~ PLANT DETAIL**  
 Includes Delivery and Layout

*Tallyns Reach*

UNITS	COMMON NAME	LATIN NAME	PLANTS PRICE EACH	EQUIPMENT FOR PLANTS	PLANTS & EQUIPMENT EXTENDED TOTAL
<b><u>TREES:</u></b>					
1	Pine, Uncle Fogy (#15)	Pinus Banksiana 'Uncle Fogy'	1,112.07		1,112.07
<b><u>SHRUBS:</u></b>					
23	Blue Chip (#5)	Juniperus Horizontalis 'Blue Chip'	57.23		1,316.39
80	Mahonia Repens (#1)	Mahonia Repens	24.17		1,933.52
39	Blonde Ambition, Blue Grama (#1)	Bouteloua Gracillis 'Blonde Ambition'	22.83		890.54
11	Sage, Russian (#5)	Perovskia Atriplicifolia	34.55		380.03
37	Rabbitbrush, Dwarf (#3)	Chrysothamnus Var.	35.29		1,305.72
<b><u>PERENNIALS:</u></b>					
35	Aster, Alert/Fall Aster (#1)	Nova-Belgii 'Alert'	13.64		477.45
31	Gaura/Whirling Butterflies (#1)	Gaura Lindheimeri	14.23		441.27
35	Catmint (#1)	Nepeta Faassenii	12.01		420.36
30	Salvia, Blue Marvel #1	Salvia	14.68		440.38
30	Salvia, Rose Marvel #1	Salvia Superba 'May Night'	14.68		440.38
30	Yarrow, Moonshine (#1)	Achillea 'Moonshine'	13.94		418.14

**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(S) 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,

COLORADO DESIGNSCAPES, INC.

is a

Corporation

formed or registered on 04/24/1992 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 19921042375 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/11/2023 that have been posted, and by documents delivered to this office electronically through 04/12/2023 @ 12:51:26 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/12/2023 @ 12:51:26 in accordance with applicable law. This certificate is assigned Confirmation Number 14869078 .



*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."*

**FIRST ADDENDUM  
TO  
INDEPENDENT CONTRACTOR AGREEMENT  
(Spray Head Replacement)**

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This **FIRST ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**First Addendum**”) is entered into on the 13<sup>st</sup> day of March, 2023, by and between **TALLYN’S REACH AUTHORITY**, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and **ET IRRIGATION MANAGEMENT SPECIALIST LLC**, a Colorado limited liability company the (“**Contractor**”), collectively referred to herein as the “Parties.”

**RECITALS:**

WHEREAS, the Parties entered into an *Independent Contractor Agreement for Irrigation System Management*, dated December 5, 2022 (the “**Agreement**”); and

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

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

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

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

**TERMS AND CONDITIONS:**

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

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

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

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

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

**AUTHORITY:**

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

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

**ATTEST:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

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

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

**CONTRACTOR:**

**ET IRRIGATION MANAGEMENT  
SPECIALIST LLC**, a Colorado limited liability company

\_\_\_\_\_

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

\_\_\_\_\_  
Title

**EXHIBIT A**

**Proposal**

3200 S. Oak Ct  
Lakewood, CO 80227

Proposal Date: 3/2/2023  
Proposal #: 1085  
Project: Smoky Hill Spray h...

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

Item	Description	Hours/Qty	Rate	Total
Irrigation Services	Smoky Hill Spray head Replacement Project:  Replace 184 spray heads to Rainbird 1806 SAM-PRS-30 along Smoky Hill The Total parts cost = \$4,600 Total labor cost would be = \$9200		13,800.00	13,800.00

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 \_\_\_\_\_

**FIRST ADDENDUM  
TO  
INDEPENDENT CONTRACTOR AGREEMENT  
(Sign Updates)**

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This **FIRST ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**First Addendum**”) is entered into on the 28<sup>th</sup> day of April, 2023, by and between **TALLYN’S REACH AUTHORITY**, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and **MFISH GRAPHICS, LLC**, a Colorado limited liability company (“**Contractor**”), collectively referred to herein as the “Parties.”

**RECITALS:**

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Sign Upgrade and Replacement)*, dated January 24, 2023 (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 sign updates within the Authority (the “**Additional Services**”); and

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

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

**TERMS AND CONDITIONS:**

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

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

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

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

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

**AUTHORITY:**

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

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

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

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

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

**CONTRACTOR:**

**MFISH GRAPHICS, LLC.**, a Colorado limited liability company

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

\_\_\_\_\_  
Title

## EXHIBIT A

MFish Graphics

303-880-4448

fishgraphicsco@gmail.com



## Estimate

## ADDRESS

Celeste Terrell

Tallyns Reach Metro

District

8390 E Crescent Pkwy #

500

Greenwood Village, CO

80111

USA

## SHIP TO

Celeste Terrell

Tallyns Reach Metro

District

8390 E Crescent Pkwy #

500

Greenwood Village, CO

80111

USA

ESTIMATE # 1114

DATE 03/29/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/29/2023	Services	Central Quadrant Remove wood backing, stain existing wood posts- 2 coats	94	210.00	19,740.00
03/29/2023	Sales item	6 x 6 x 8" high Bronze post cover installed	112	31.00	3,472.00
03/29/2023	Services	16 Ft. Custom ordered cedar wood post 6 x 6 Installed in ground 2-3 ft deep.	15	495.00	7,425.00
03/29/2023	Services	Straightening leaning wood posts which have been identified in Central quadrant	24	350.00	8,400.00
03/29/2023	Services	Replace steel post with 6"cedar posts 16' tall, approx 12' above ground w/x2 cross-drilled "break-away holes"as required by law. Stain 2 coats 'medium brown color' to match the	12	495.00	5,940.00

mfishgraphics.com



DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/29/2023	Services	existing weathered-look of other poles in Tallyn's Reach. Mount existing signs on new posts, combining signs on posts approved by Aurora Traffic division	8	225.00	1,800.00
03/29/2023	Sales item	New street sign for E. Indore/E Crescent Dr. New metal brackets (8 of 10 already purchased)	4	95.00	380.00T
03/29/2023	Services	remove metal post add wood post & add new street signs at intersection E. Indore Dr/E Crescent Dr. to match existing signs in community	1	385.00	385.00
03/29/2023	Services	Time spent taking pictures, contacting Aurora Traffic Division and identifying combo/leaning signs and setting up proofs	1	450.00	450.00
03/29/2023	Services	disposal of metal posts	1	315.00	315.00

Please review the estimate for Central quadrant. This includes the entire scope of work, removing wood backing, staining, adding post protectors, fixing leaning posts, combining signs and removing steel post with wood posts.

SUBTOTAL	48,307.00
TAX	0.00
<b>TOTAL</b>	<b>\$48,307.00</b>

Once the estimate and proof are approved and the deposit has been made I will begin the production process on the signs needed and will schedule the installation.

I will send the image of the map & the approved combinations in your secure file upload.

Please call or email me with comments or questions you may have.

Thanks again!  
Margie

Accepted By

Accepted Date

mfishgraphics.com



**INDEPENDENT CONTRACTOR AGREEMENT**  
(ENGINEERING SERVICES)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 23<sup>rd</sup> day of June, 2023, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and SCHEDIO GROUP, LLC, a Colorado limited liability company (the “**Contractor**”). The Authority and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

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

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

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

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

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

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

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

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

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

## TERMS AND CONDITIONS

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

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or December 31, 2023. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the Authority determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

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

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

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

## 5. GENERAL PERFORMANCE STANDARDS.

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

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

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

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

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

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

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit B**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit B** of this Agreement, unless said reimbursement or compensation is approved in writing by the Authority in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the Authority of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the Authority with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("**W-9**"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B-1**.

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

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

15. INDEMNIFICATION.

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

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

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

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

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

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

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



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

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

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

Authority:

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

Schedio Group, LLC  
809 14<sup>th</sup> Street, Ste A  
Golden, CO 80401  
Attention: Timothy A. McCarthy  
Phone: (303) 968-7677  
Email: [tmccarthy@schediogroup.com](mailto:tmccarthy@schediogroup.com)

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

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

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

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

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the Authority is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the Authority's request, the Contractor

shall carry on its duties and obligations under this Agreement during any legal proceedings and the Authority shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

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

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

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

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

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

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

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

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

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

33. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

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

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

*[Signature pages follow].*

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

**AUTHORITY:**

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

\_\_\_\_\_  
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 Engineering Services with Schedio Group, LLC, dated June 23, 2023*

**CONTRACTOR:**  
SCHEDIO GROUP, LLC, a Colorado limited liability company.

\_\_\_\_\_

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

\_\_\_\_\_  
Title

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as the \_\_\_\_\_ of Schedio Group, LLC.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

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

***Contractor's Signature Page to Independent Contractor Agreement for Engineering Services with Tallyn's Reach Authority, dated June 23, 2023***

**EXHIBIT A****SCOPE OF SERVICES****ON-CALL SERVICES**

Schedio Group's findings and recommendations will be delivered to the Authority via emails and/or a Professional Report.

**EXHIBIT B**  
**COMPENSATION SCHEDULE**

**2023 CHARGE RATES SCHEDULE**

**Hourly Rates**

Managing Principal	\$ 220.00
Staff Engineer III	\$ 190.00
Staff Engineer II	\$ 170.00
Staff Engineer I	\$ 150.00
Project Administrator	\$ 95.00

i. Special Hourly Rates

Landscape Architect III	\$ 220.00
Expert Witness	\$ 375.00 (Preparation)
	\$ 450.00 (Deposition and Testimony)

ii. Reimbursable Expenses

Reimbursable Expenses may include but are not limited to:

- Mileage @ \$ 0.75 per mile
- Reproduction @ cost + 15%
- Subcontractors / Subconsultants @ cost + 15%



**EXHIBIT B-1**

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(S) 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,

Schedio Group LLC

is a

Limited Liability Company

formed or registered on 05/02/2018 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 20181369921 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/21/2023 that have been posted, and by documents delivered to this office electronically through 06/23/2023 @ 11:32:07 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/23/2023 @ 11:32:07 in accordance with applicable law. This certificate is assigned Confirmation Number 15092150 .

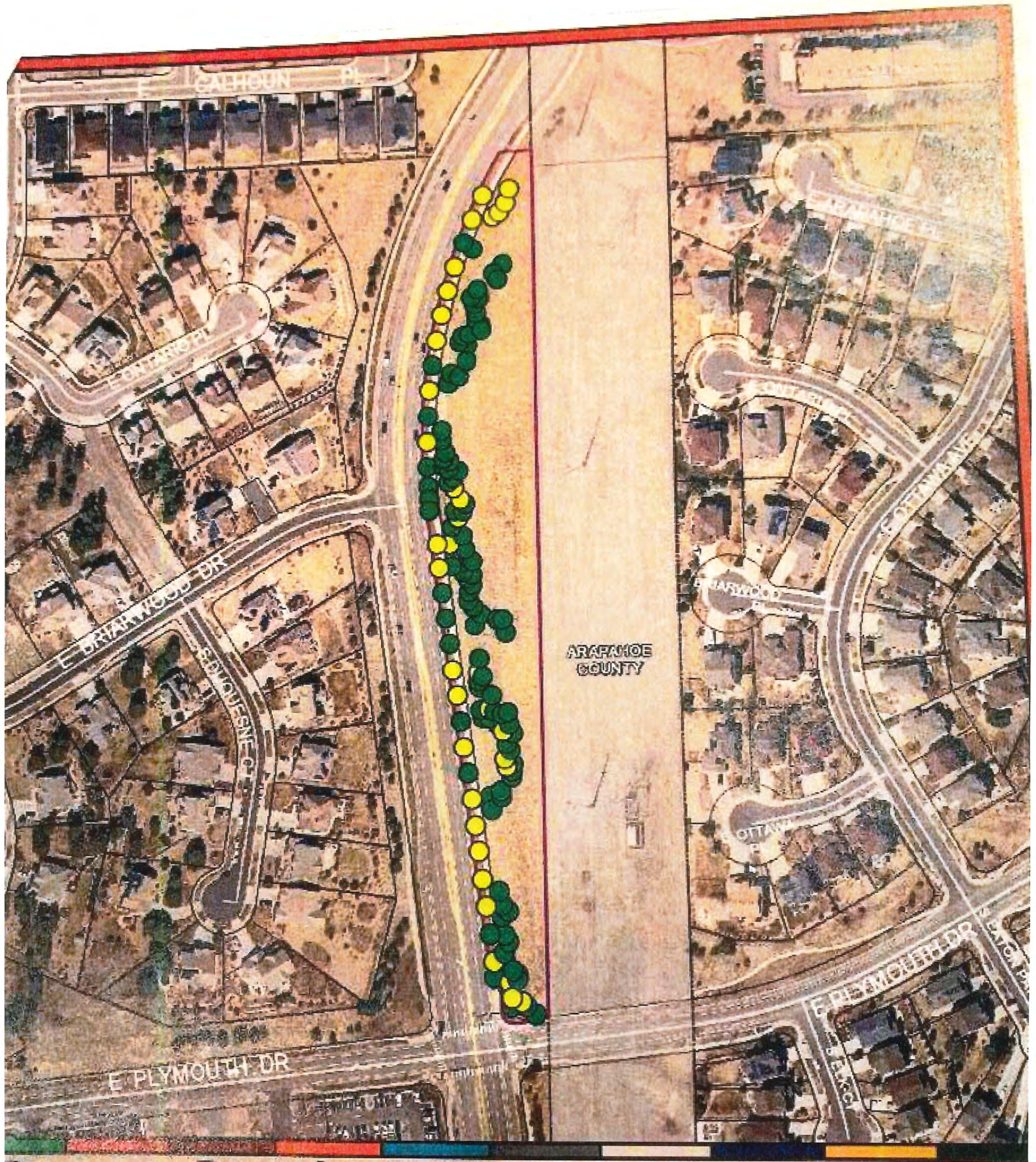


*Jena Griswold*

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."*





**Parcel : 2071-30-2-00-007**

*Parks, Recreation & Open Space Department*

June 2023

- Does Not Exist / Is Not Alive (35)
- Does Exist / Is Alive (104)
- Disputed Area: 2071-30-2-00-007





**COA TREES: ALIVE/NOT ALIVE, EXIST/NOT EXIST**

	DOES NOT EXIST/IS NOT ALIVE	DOES EXIST/ ALIVE	STREETSCAPE NEEDS
SAP 1	35	104	19
SAP 2	10	67	6
SAP 3	10	23	No streetscape here
SAP 4	8	27	2
Xcel 1	0	0	0
EAR 1	1	4	0
EAR 2	0	7	0
STRP 1	7	76	No streetscape here
	71	308	27
Also Kestrel	1	2	1
North of Arapahoe	52	254	25
South of Arapahoe	20	56	3

But 7 trees are close to South Aurora Parkway  
2 on Glasgow but 4 are close to South Aurora Parkway

Data extracted from Exhibit A      File sent to Perry 6/20





# EXHIBIT A: Tallyn's Reach Authority Disputed Maintenance Areas

- |                          |                          |                             |                             |
|--------------------------|--------------------------|-----------------------------|-----------------------------|
| SAP-1 (2071-30-2-00-007) | EAR-1 (2071-30-1-00-025) | STRP-1 (2071-29-2-09-065)   | XCEL - 1 (2071-30-1-00-024) |
| SAP-2 (2071-30-2-00-008) | EAR-2 (2071-29-2-04-014) | XCEL - 1 (2071-00-0-00-026) |                             |
| SAP-3 (2071-30-2-00-001) |                          |                             |                             |
| SAP-4 (2071-30-3-00-260) |                          |                             |                             |

**AURORA**  
**Parks, Recreation & Open Space Department**  
 January 2023  
 Aerial Photo: Spring 2020  
 1/31/2023



1" = 100 Feet



**MEDIANS IN TALLYN'S REACH**

7/1/2023

Quad	Cross streets	Cross streets	Owned by	Comments	Locations	Square Footage	N or S of Arapahoe ?
1	West	Coolidge	Glasgow	COA right of way	Small, 3 trees 1 shrubs & turf		
2	West	Coolidge	Arapahoe	COA right of way	Small, 5 trees 2 shrubs & turf	983	South
3	West	Glasgow	Catawba	COA right of way	Small, trees shrubs & turf	1,913	South
4	West	Glasgow	Glasgow	COA right of way	Tiny, trees & turf	488	
5	West	Catawba	Aurora Parkway	COA right of way	Small, trees & turf	60	
6	West	Hinsdale	Aurora Parkway	COA right of way	Small, 2 trees 1 shrubs & turf	1,044	
7	S/E	Coolidge	Aurora Parkway	COA right of way	Very small, 3 trees & 1 shrubs	306	South
8	Central	TR Parkway	Park Crescent	COA right of way	Large, 1 flowers 12 trees 2 shrubs, turf & natives	387	South
9	N/E	TR Parkway	Arapahoe	COA right of way	Large, 20 trees 1 shrub, turf	8,250	South
10	N/E	TR Parkway	Arapahoe	COA right of way	Very Large, 1 flowers 44 trees 2 shrubs, turf	6,226	South
11	N/E	TR Parkway	Davies	COA right of way	Small, 3 trees 2 shrubs 1 flower, turf & natives	16,759	North
12	N/E	TR Parkway	Ottawa	COA right of way	Small, 4 trees 2 shrubs, turf	1,680	North
13	N/E	TR Parkway	Ottawa	COA right of way	Small, trees & shrubs	3,544	North
14	N/E	TR Parkway	Ottawa	COA right of way	Large, 2 flowers 38 trees 2 shrubs , turf	855	
15	N/E	TR Parkway	Ontario	COA right of way	Small, trees & shrubs	14,637	North
16	N/E	Davies Way	Davies Way	Authority	Medium, turf & trees	558	
17	N/E	Davies Way	Arapahoe	COA right of way	Large, 9 trees, 2 shrubs, turf	6,399	
18	West	Aurora Parkway	Brianwood	Authority	Tiny, shrubs	1,742	North
19		Arapahoe Road	E-470 to Roxbury Drive	COA right of way	Large, Xeriscape w/shrubs	61	
20		Arapahoe Road	Roxbury Drive to Glasgow	COA right of way	Large, Xeriscape w/shrubs	13,162	
21		Arapahoe Road	Glasgow to Aurora Parkway	COA right of way	Large, Xeriscape w/shrubs	15,835	
22		Arapahoe Road	Aurora Parkway to Tallyn's Reach Parkway	COA right of way	Large, Xeriscape w/shrubs	22,518	
23		Arapahoe Road	Tallyn's Reach Parkway to Davies	COA right of way	Large, Xeriscape w/shrubs	40,073	
24		Arapahoe Road	Davies to Smoky Hill	COA right of way	Large, Xeriscape w/shrubs	41,486	
25		S. Aurora Parkway	Brianwood to Plymouth	COA right of way	Large, Xeriscape w/shrubs	21,389	
26		S. Aurora Parkway	Plymouth to Arapahoe	COA right of way	Large, Xeriscape w/shrubs	9,316	
27		S. Aurora Parkway	Arapahoe to Glasgow	COA right of way	Large, Xeriscape w/shrubs	6,647	
28		S. Aurora Parkway	Glasgow to S. Coolidge Way	COA right of way	Large, Xeriscape w/shrubs	12,642	
29		S. Aurora Parkway	S Coolidge Way to Irish	COA right of way	Small, Xeriscape w/shrubs	14,754	
					Converted from trees & Turf by Authority in 2022, irrigated by drips by Authority	4,063	
						267,779	Total medians sq ft
						56,429	11 medians sq ft

29	Total TTR medians
-2	Deeded to TRA
27	Net COA ROWs

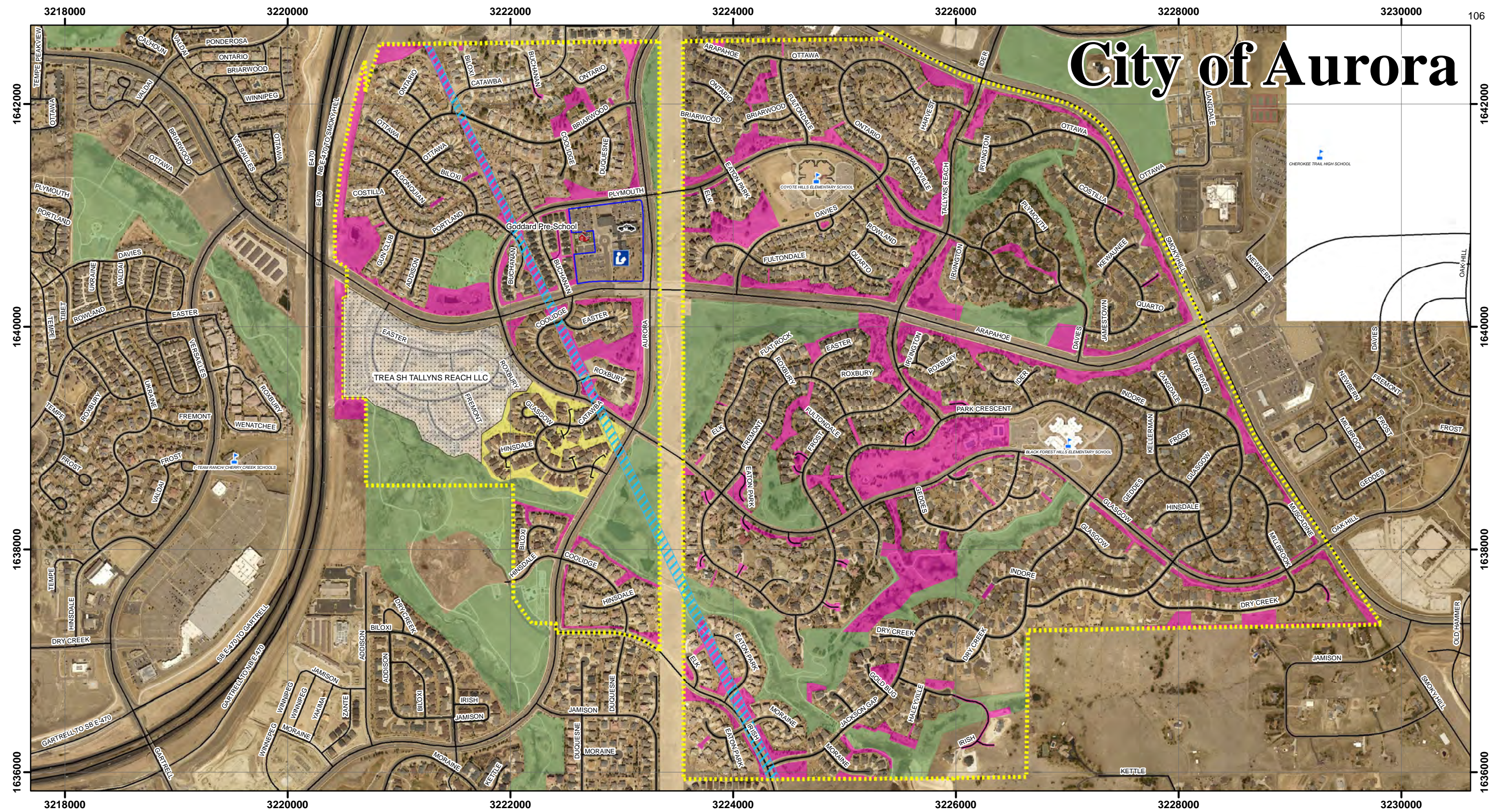
27	COA ROWs		
-3	Maintained by Fieldstone HOA	1,592	Square feet of medians maintained by Fieldstone HOA
-8	Installed and maintained by COA	170,427	Square feet of median xeriscaping installed and maintained by COA
-3	Converted by TRA to xeriscaping, maintained by TRA	31,458	Square feet of 3 medians converted to xeriscaping by TRA in 2022
-2	Converted by TRA to shrub beds, maintained by TRA	1,413	Square feet of 2 medians converted to shrubs & trees & mulch by TRA
11	Remaining medians maintained by TRA		







11	Remaining medians maintained by TRA	
56,429	Square feet of turf, trees, shrubs, flowers and some native grasses	56,429 square feet is 1.3 acres, uses about 2 acre feet of water
\$9,781	RWU Water costs for 11 remaining medians @ 18 gallons per sq ft	56,429 Sq ft x 18 gallons x \$9.63 per thousand gallons = \$9,781
\$3,225	Irrigation management costs for 11 remaining medians	43 Zones x \$75 per zone
\$9,583	*Landscaping costs for 11 remaining medians	Brightview annual cost = \$21,229 x 12 = \$254,748 for 1.5 million sq ft. Medians are 3.76% of total
\$2,717	Annual costs for tree maintenance (pine bark, emerald ash,aphid spraying) @ \$19 per	
\$30,000	Annual flower and shrub bed planting & mulch in 11 remaining medians	
143	# of trees in remaining 11 medians; 17 of which are dead or dying	
18	# of shrub beds in 11 remaining medians	
5	# of flower beds in 11 remaining medians	

**\$55,307** Costs for TRA to maintain 11 remaining medians. But not including costs for the 5 medians we have already converted to xeriscaping and shrub beds



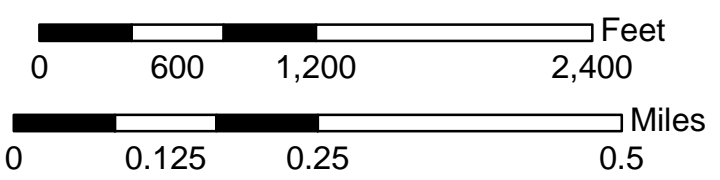
# City of Aurora



-  Goddard Pre-School
-  Aurora PD
-  Schools
-  Tallyns Reach Library
-  Aurora City of Real Property Service
-  \*\* Approximate Phillips 66 Pipeline Easement

-  Tallyns Reach Boundary
-  Fieldstone Common Ground
-  City of Aurora
-  TR Authority owner
-  Xcel Energy

SCALE 1:10,000



North American Datum 1983  
State Plane Colorado Central  
US Feet

Date: 10 May 2021  
Source: <https://gis.arapahogov.com/ArapaMAP/>

NOTES  
\*\* Information does not qualify as public domain.



**Tallyn's Reach Authority  
Interim Claims  
From 03/09/23 to 07/11/23**

**Claims Paid via e-payment/bill.com**

<b>Vendor</b>	<b>Ref #</b>	<b>Description</b>	<b>Date</b>	<b>Total Amount</b>
American Awning Company	7446	Pool furniture	3/10/2023	325.00
Ark Ecological Services, LLC	3592	Native grass maintenance/upgrades	5/25/2023	2,809.08
Ark Ecological Services, LLC	3592	Beautification: native grasses management	5/25/2023	3,032.75
Ark Ecological Services, LLC	3594	Beautification: native grasses management	7/5/2023	12,535.70
Association Reserves	47446-0GA	Miscellaneous	4/20/2023	1,925.00
Belfor USA Group Inc.	1821363	Pool repairs	4/20/2023	8,689.75
Benjamin & Rachel Steele	Refund	General operations fees	6/9/2023	235.00
BJ Pell	Refund	Annual flowers	6/9/2023	239.97
BrightView Landscape	8424956	Landscape Contract	7/5/2023	1,382.50
BrightView Landscape	8424958	Landscape Contract	7/5/2023	1,382.50
BrightView Landscape	8424959	Landscape Contract	7/5/2023	1,382.50
BrightView Landscape	8424963	Landscape Contract	7/5/2023	1,382.50
BrightView Landscape	8424966	Landscape Contract	7/5/2023	1,382.50
BrightView Landscape	8437910	Landscape Contract	7/5/2023	1,382.50
BrightView Landscape	8299050	Snow removal	3/10/2023	3,742.00
BrightView Landscape	8413679	Beautification: mulch refresh	6/9/2023	6,452.81
BrightView Landscape	8308927	Winter watering	3/10/2023	7,200.00
BrightView Landscape	8336422	Winter watering	4/20/2023	7,200.00
BrightView Landscape	8411708	Tree and shrub maintenance	6/9/2023	7,348.76
BrightView Landscape	8297625	Snow removal	3/10/2023	7,960.00
BrightView Landscape	8448154	Landscape Contract	7/5/2023	8,280.00
BrightView Landscape	8330732	Trails upgrades	4/4/2023	10,293.23
BrightView Landscape	8421763	Monuments	7/7/2023	14,278.07
BrightView Landscape	8328677	Landscape Contract	4/4/2023	21,229.00
BrightView Landscape	8328678	Landscape Contract	4/4/2023	21,229.00
BrightView Landscape	8328668	Landscape Contract	4/11/2023	21,229.00
BrightView Landscape	8350047	Landscape Contract	4/20/2023	21,229.00
BrightView Landscape	8392282	Landscape Contract	5/25/2023	21,229.00
BrightView Landscape	8436778	Landscape Contract	7/5/2023	21,229.00
BrightView Landscape	8424625	Beautification: flowers & Shrubs	7/5/2023	25,007.11
BrightView Landscape	8418949	Annual flowers	6/9/2023	39,700.85
BrightView Landscape	8402055	Tree and shrub maintenance	5/25/2023	42,750.01
BrightView Landscape	8457215	Tree replacements	7/5/2023	46,555.15
BrightView Landscape	8361213	Beautification: mulch refresh	4/20/2023	49,989.54
CenturyLink	Jan-23	Telephone/access control	3/10/2023	310.99
CenturyLink	April-23	Telephone/access control	5/25/2023	405.82
CenturyLink	May-23	Telephone/access control	7/3/2023	405.82
CenturyLink	Feb-23	Telephone/access control	4/4/2023	409.46
CenturyLink	March-23	Telephone/access control	5/1/2023	409.46
CliftonLarsonAllen, LLP	3650262	Direct costs	5/2/2023	788.47
CliftonLarsonAllen, LLP	3570204	Direct costs	3/10/2023	827.02
CliftonLarsonAllen, LLP	3729202	Direct costs	7/5/2023	1,114.73
CliftonLarsonAllen, LLP	3570204	Mapping	3/10/2023	1,500.00
CliftonLarsonAllen, LLP	3570204	Billing	3/10/2023	2,383.33
CliftonLarsonAllen, LLP	3633614	Billing	4/20/2023	2,383.33
CliftonLarsonAllen, LLP	3650262	Billing	5/2/2023	2,383.33
CliftonLarsonAllen, LLP	3729202	Billing	7/5/2023	2,383.33
CliftonLarsonAllen, LLP	3582428	Accounting	3/10/2023	3,012.45
CliftonLarsonAllen, LLP	3570204	District Management	3/10/2023	3,391.66
CliftonLarsonAllen, LLP	3633614	District Management	4/20/2023	3,391.66
CliftonLarsonAllen, LLP	3650262	District Management	5/2/2023	3,391.66
CliftonLarsonAllen, LLP	3729202	District Management	7/5/2023	3,391.66
CliftonLarsonAllen, LLP	3633614	Direct costs	4/20/2023	3,497.38
CliftonLarsonAllen, LLP	3617555	Accounting	4/20/2023	4,156.89
CliftonLarsonAllen, LLP	3595224	Accounting	4/4/2023	4,905.86
CliftonLarsonAllen, LLP	3648496	Accounting	5/2/2023	6,371.66
CliftonLarsonAllen, LLP	3729203	Accounting	7/5/2023	6,679.30
CliftonLarsonAllen, LLP	3570204	Property management	3/10/2023	7,500.00
CliftonLarsonAllen, LLP	3633614	Property management	4/20/2023	7,500.00
CliftonLarsonAllen, LLP	3650262	Property management	5/2/2023	7,500.00
CliftonLarsonAllen, LLP	3729202	Property management	7/5/2023	7,500.00

Courtesy Plumbing & Heating	i11738	Pool repairs	4/20/2023	4,855.82
CPS Distributors	0009715990-001	Native grass maintenance/upgrades	4/4/2023	31.44
CPS Distributors	0010286381-001	Irrigation repairs	5/1/2023	50.55
CPS Distributors	0010194288-002	Irrigation repairs	5/1/2023	56.40
CPS Distributors	0009815865-001	Irrigation repairs	4/4/2023	80.44
CPS Distributors	0010412242-002	Irrigation repairs	5/25/2023	116.32
CPS Distributors	0010889554-001	Irrigation repairs	7/3/2023	153.68
CPS Distributors	0009728867-004	Irrigation repairs	4/4/2023	229.25
CPS Distributors	0009729156-003	Irrigation repairs	4/4/2023	257.35
CPS Distributors	0010172612-001	Irrigation repairs	5/1/2023	782.06
CPS Distributors	0010575521-002	Irrigation repairs	6/8/2023	1,135.82
CPS Distributors	0009724613-001	Native grass maintenance/upgrades	4/4/2023	1,218.81
CPS Distributors	0010194288-001	Irrigation repairs	5/1/2023	3,562.03
CPS Distributors	0009729156-001	Irrigation repairs	4/4/2023	4,510.81
CPS Distributors	0009728867-002	Native grass maintenance/upgrades	4/4/2023	6,932.76
Designscapes Colorado	54671	Monuments	5/2/2023	21,665.99
Designscapes Colorado	54860	Monuments	7/7/2023	23,835.53
Designscapes Colorado	54861	Monuments	7/7/2023	54,543.48
Designscapes Colorado	54670	Monuments	5/2/2023	55,101.72
ET Irrigation Management Specialist LLC	3456	Irrigation Maintenance	7/5/2023	115.39
ET Irrigation Management Specialist LLC	3359	Native grass reveg & turf conversions	4/20/2023	2,640.00
ET Irrigation Management Specialist LLC	3370	Irrigation Maintenance	5/25/2023	10,368.36
ET Irrigation Management Specialist LLC	3357	Irrigation updates	4/20/2023	12,300.00
ET Irrigation Management Specialist LLC	3317	Irrigation Maintenance	4/4/2023	13,564.00
ET Irrigation Management Specialist LLC	3356	Irrigation Maintenance	4/20/2023	13,564.00
ET Irrigation Management Specialist LLC	3407	Irrigation Maintenance	5/25/2023	13,564.00
ET Irrigation Management Specialist LLC	3482	Irrigation management	7/5/2023	13,564.00
ET Irrigation Management Specialist LLC	3358	Native grass reveg & turf conversions	4/20/2023	13,904.00
Heatherly Creative LLC	15	Website	5/25/2023	300.00
Idea Law Group LLC	ILG44384	Legal collections	4/4/2023	7.26
IMEG	21008104.03	Storm drainage	3/10/2023	350.00
IMEG	21008104.01-7	Retaining walls	3/10/2023	490.00
IMEG	21008104.01-9	Retaining walls	5/25/2023	1,225.00
IMEG	21008104.01-8	Retaining walls	4/20/2023	2,133.70
MFish Graphics LLC	1317	Beautification: wood posts maintenance	7/5/2023	240.00
MFish Graphics LLC	1311	Signage	4/4/2023	2,396.50
MFish Graphics LLC	1315	Beautification: wood posts maintenance	6/27/2023	24,153.50
Orten Cavanagh Holmes & Hunt LLC	132639	Legal collections	5/25/2023	5.14
Orten Cavanagh Holmes & Hunt LLC	132037	Legal collections	5/25/2023	55.00
Orten Cavanagh Holmes & Hunt LLC	133220	Legal collections	7/5/2023	79.76
Patio Contract	380833	Pool furniture	3/31/2023	56,292.96
Radiant Lighting Services Inc.	12144.1A	Lighting/electrical repairs	3/10/2023	170.00
Radiant Lighting Services Inc.	12144.3A	Lighting/electrical repairs	5/25/2023	170.00
Radiant Lighting Services Inc.	12144.4A	Lighting/electrical repairs	7/5/2023	170.00
Radiant Lighting Services Inc.	12144.2A	Lighting/electrical repairs	4/20/2023	184.78
Rocky Mountain Flag Company LLC	19748	Flag maintenance	4/20/2023	580.09
Special District Association	2023 Dues #2	Dues and licenses	3/10/2023	490.74
Special District Association	2023 Dues #3	Dues and licenses	3/10/2023	491.02
Special District Association	2023 Dues Auth	Dues and licenses	3/10/2023	1,237.50
The Dessert Stand	3670	Events	7/5/2023	2,276.61
UMB Bank N.A.	948387	Paying Agent Fees	7/5/2023	400.00
Veteran Guardians LLC	INV-1116	Security	3/10/2023	240.00
Waste Management of Denver	2068182-0178-5	Trash removal	4/4/2023	617.64
Waste Management of Denver	2104065-0178-8	Trash removal	5/1/2023	763.69
Waste Management of Denver	2174377-0178-2	Trash removal	7/3/2023	763.69
Waste Management of Denver	2139284-0178-4	Trash removal	5/25/2023	779.01
White Bear Ankele Tanaka & Waldron	28189	Election costs	7/5/2023	27.16
White Bear Ankele Tanaka & Waldron	27209	Election costs	5/2/2023	115.31
White Bear Ankele Tanaka & Waldron	27699	Election costs	5/25/2023	461.25
White Bear Ankele Tanaka & Waldron	26716	Election costs	4/4/2023	589.38
White Bear Ankele Tanaka & Waldron	27699	Legal	5/25/2023	3,570.41
White Bear Ankele Tanaka & Waldron	28189	Legal	7/5/2023	4,801.96
White Bear Ankele Tanaka & Waldron	26716	Legal	4/4/2023	7,233.12
White Bear Ankele Tanaka & Waldron	27209	Legal	5/2/2023	9,301.72
Xcel Energy	April-23	Gas and electric	6/9/2023	777.48
Xcel Energy	March-23	Gas and electric	5/2/2023	881.29
Xcel Energy	Jan-23	Gas and electric	4/4/2023	901.37
Xcel Energy	Feb-23	Gas and electric	4/20/2023	1,040.23
Xcel Energy	May-23	Gas and electric	7/5/2023	3,647.05
YMCA of Metropolitan Denver	012023-TR	Pest control	3/10/2023	77.28

YMCA of Metropolitan Denver	012023-TR	Indoor building maintenance	3/10/2023	124.95
YMCA of Metropolitan Denver	032023-TR	Pest control	5/2/2023	154.56
YMCA of Metropolitan Denver	022023-TR	Indoor building maintenance	4/20/2023	255.19
YMCA of Metropolitan Denver	012023-TR	Security	3/10/2023	261.77
YMCA of Metropolitan Denver	022023-TR	Security	4/20/2023	261.77
YMCA of Metropolitan Denver	012023-TR	Janitorial/housekeeping	3/10/2023	300.00
YMCA of Metropolitan Denver	042023-TR	Janitorial/housekeeping	6/9/2023	300.00
YMCA of Metropolitan Denver	032023-TR	Indoor building maintenance	5/2/2023	434.33
YMCA of Metropolitan Denver	032023-TR	Security	5/2/2023	548.56
YMCA of Metropolitan Denver	032023-TR	Janitorial/housekeeping	5/2/2023	600.00
YMCA of Metropolitan Denver	042023-TR	Security	6/9/2023	847.47
YMCA of Metropolitan Denver	042023-TR	Pool chemicals	6/9/2023	930.00
YMCA of Metropolitan Denver	042023-TR	Indoor building maintenance	6/9/2023	2,507.25
YMCA of Metropolitan Denver	012023-TR	Clubhouse and district managment	3/10/2023	2,774.00
YMCA of Metropolitan Denver	022023-TR	Clubhouse and district managment	4/20/2023	2,774.00
YMCA of Metropolitan Denver	032023-TR	Clubhouse and district managment	5/2/2023	2,774.00
YMCA of Metropolitan Denver	042023-TR	Clubhouse and district managment	6/9/2023	49,382.73

**TOTAL** \$ 998,537.24

**Claims Paid via ACH**

Aurora Water	Feb-23	Water/sewer	3/15/2023	1,352.30
Aurora Water	March-23	Water/sewer	4/15/2023	1,196.97
Aurora Water	April-23	Water/sewer	5/15/2023	4,295.53
Aurora Water	May-23	Water/sewer	6/15/2023	16,960.23

**TOTAL** \$ 23,805.03

Grand Total \$ 1,022,342.27

**TALLYN'S REACH AUTHORITY**  
**FINANCIAL STATEMENTS**  
**MAY 31, 2023**

**Tallyns Reach Authority**  
**Balance Sheet - Governmental Funds**  
**May 31, 2023**

	<u>General</u>	<u>Capital Projects</u>	<u>Total</u>
<b>Assets</b>			
Checking Account	\$ 691,930.32	\$ -	\$ 691,930.32
Colotrust	146,524.58	551,783.12	698,307.70
Colotrust Edge	-	517,934.77	517,934.77
Accounts Receivable	85,908.93	-	85,908.93
<b>Total Assets</b>	<u>\$ 924,363.83</u>	<u>\$ 1,069,717.89</u>	<u>\$ 1,994,081.72</u>
<b>Liabilities</b>			
Accounts Payable	\$ 283,149.16	\$ -	\$ 316,359.12
Prepaid Owner Fees	39,427.83	-	39,427.83
<b>Total Liabilities</b>	<u>322,576.99</u>	<u>-</u>	<u>355,786.95</u>
<b>Fund Balances</b>	<u>601,786.84</u>	<u>1,069,717.89</u>	<u>1,638,294.77</u>
<b>Liabilities and Fund Balances</b>	<u>\$ 924,363.83</u>	<u>\$ 1,069,717.89</u>	<u>\$ 1,994,081.72</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 May 31, 2023**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 10,000	\$ 1,525	\$ 8,475
Other revenue	1,000	20,706	(19,706)
General operations fees - Homes	1,695,760	840,506	855,254
General operations fees - Apartments	434,520	217,260	217,260
Clubhouse rental	25,000	8,685	16,315
Legal/late/collection income	-	671	(671)
Penalties	-	18,800	(18,800)
Pool keys	1,000	50	950
Transfer from TRMD No. 2	250,000	-	250,000
Transfer from TRMD No. 3	250,000	-	250,000
<b>Total Revenue</b>	<u>2,667,280</u>	<u>1,108,203</u>	<u>1,559,077</u>
EXPENDITURES			
Administration			
Accounting	48,400	24,409	23,991
Billing	28,600	11,917	16,683
Auditing	12,000	-	12,000
Authority management	40,700	16,958	23,742
Dues and membership	3,500	2,220	1,280
Election	18,950	2,015	16,935
Insurance	26,000	28,873	(2,873)
Administrative legal services	50,000	14,450	35,550
Authority mapping services	10,000	1,500	8,500
Miscellaneous	5,000	1,785	3,215
Website	1,500	300	1,200
<b>Total Administration expenses</b>	<u>244,650</u>	<u>104,427</u>	<u>140,223</u>
Operations			
Property management	90,000	37,500	52,500
Operations legal services	50,000	15,203	34,797
Legal collections	20,000	603	19,397
Direct costs - postage, mailing, mileage, etc	25,000	9,297	15,703
Engineering	50,000	-	50,000
<b>Total Operations expenses</b>	<u>235,000</u>	<u>62,603</u>	<u>172,397</u>
Grounds			
Flag maintenance	5,000	665	4,335
Fountain maintenance	1,000	-	1,000
Seasonal decor	20,000	-	20,000
Lighting/electrical repairs	5,000	707	4,293
Landscape management	291,338	121,337	170,001
Annual flowers	30,000	39,941	(9,941)
Irrigation repairs	75,000	13,459	61,541
Irrigation management	92,904	37,611	55,292
Pest control	23,000	232	22,769
Miscellaneous common area maintenance	7,000	-	7,000
Retaining walls	5,000	-	5,000
Retention/Detention ponds maintenance	25,000	-	25,000
Tree maintenance	110,000	57,932	52,068
Perennial bed maintenance	30,000	-	30,000

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 Statement of Revenues, Expenditures and Changes in**  
**Fund Balances - Budget and Actual**  
**For the Period Ending May 31, 2023**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Snow removal	83,250	40,948	42,303
Winter watering	36,000	14,400	21,600
Beautification: native grasses management	100,000	3,033	96,967
Beautification: flowers & shrubs	200,000	25,007	174,993
Beautification: wood posts maintenance	30,000	24,153	5,847
Beautification: mulch refresh	30,000	56,443	(26,443)
Total Grounds expenses	<u>1,199,492</u>	<u>435,868</u>	<u>763,624</u>
Recreation			
Pool contract	165,738	87,889	77,849
Pool repairs	20,000	1,011	18,989
Pool chemicals	15,000	1,998	13,002
Pool furniture	60,000	56,618	3,382
Pool equipment	5,000	-	5,000
Kiddie pool	5,000	-	5,000
Clubhouse management	33,295	11,096	22,199
Storage building/Pool house	2,000	-	2,000
Security	-	1,911	(1,911)
Clubhouse maintenance supplies	3,000	-	3,000
Indoor building maintenance	5,000	7,030	(2,029)
Outside building maintenance	5,000	-	5,000
Trash removal	8,000	2,880	5,119
Janitorial/housekeeping	7,000	1,500	5,500
Playground equipment	1,000	-	1,000
Telephone/access control	6,000	1,942	4,058
Supplies other	5,000	-	5,000
Tennis court maintenance	2,000	-	2,000
Events	4,000	-	4,000
Total Recreation expenses	<u>352,033</u>	<u>173,875</u>	<u>178,158</u>
Utilities			
Water	325,000	24,862	300,138
Gas	20,000	7,247	12,753
Total Utilities expenses	<u>345,000</u>	<u>32,109</u>	<u>312,891</u>
<b>TOTAL EXPENDITURES</b>	<u><b>2,376,175</b></u>	<u><b>808,882</b></u>	<u><b>1,567,293</b></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)	299,321	(308,216)
Fund Balance - Beginning	215,562	302,466	(86,904)
Fund Balance - Ending	<u>\$ 206,667</u>	<u>\$ 601,787</u>	<u>\$ (395,120)</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 May 31, 2023**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 10,000.00	\$ 22,454.43	\$ (12,454.43)
Other revenue	-	114,731.72	(114,731.72)
Total Revenue	<u>10,000.00</u>	<u>137,186.15</u>	<u>(127,186.15)</u>
Expenditures			
Irrigation updates	70,000.00	12,300.00	57,700.00
Retaining walls	150,000.00	3,848.70	146,151.30
Tree replacements	200,000.00	-	200,000.00
Native grass maintenance/upgrades	50,000.00	5,449.08	44,550.92
Signage	30,000.00	24,062.49	5,937.51
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	20,431.01	54,568.99
Monuments	-	55,101.72	(55,101.72)
Picnic tables & park benches	5,000.00	-	5,000.00
Trails upgrades	5,000.00	10,293.23	(5,293.23)
Streets	100,000.00	-	100,000.00
Storm drainage	-	1,820.00	(1,820.00)
Total Expenditures	<u>715,000.00</u>	<u>133,306.23</u>	<u>581,693.77</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)	3,879.92	(408,879.92)
Fund Balance - Beginning	1,054,713.00	1,065,837.97	(11,124.97)
Fund Balance - Ending	<u>\$ 649,713.00</u>	<u>\$ 1,069,717.89</u>	<u>\$ (420,004.89)</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 July 11, 2023

	<u>General Fund</u>	<u>Capital Fund</u>	<u>Total</u>
<b><u>1st Bank Checking</u></b>			
Balance as of 05/31/23	\$ 691,930.32	\$ -	\$ 691,930.32
Subsequent activities:			
06/08/23 - Bill.com Payables	(108,798.14)	-	(108,798.14)
06/27/23 - Bill.com Payables	(24,153.50)	-	(24,153.50)
06/29/23 - Aurora Water autopay	(16,960.23)	-	(16,960.23)
06/29/23 - Transfer to Colotrust	(200,000.00)	-	(200,000.00)
06/30/23 - June Operations Fees Deposits	34,765.44	-	34,765.44
06/30/23 - PNP Deposits in-transit	4,815.81	-	4,815.81
07/05/23 - Bill.com Payables	(215,718.03)	(46,555.15)	(262,273.18)
07/07/23 - July Operations Fees Deposits	7,990.00	-	7,990.00
<i>Anticipated Transfer from Colotrust</i>	100,000.00	-	100,000.00
<i>Anticipated Transfer from Colotrust Edge</i>	-	46,555.15	46,555.15
<i>Anticipated Bill.Com Payables</i>	(263,905.05)	-	(263,905.05)
<b><i>Anticipated Balance</i></b>	<u>\$ 9,966.62</u>	<u>\$ -</u>	<u>\$ 9,966.62</u>
 <b><u>ColoTrust</u></b>			
Balance as of 05/31/23	\$ 146,524.58	\$ 551,783.12	\$ 698,307.70
Subsequent activities:			
06/30/23 - Transfer from 1st Bank	200,000.00	-	200,000.00
06/30/23 - Interest income	643.72	2,389.82	3,033.54
<i>Anticipated Transfer from Tallyn's Reach MD No. 2</i>	250,000.00	-	250,000.00
<i>Anticipated Transfer from Tallyn's Reach MD No. 3</i>	250,700.00	-	250,700.00
<i>Anticipated Transfer from Colotrust Edge</i>	-	300,000.00	300,000.00
<i>Anticipated Interfund Transfer</i>	(300,000.00)	300,000.00	-
<i>Anticipated Transfer to 1st Bank</i>	(100,000.00)	-	(100,000.00)
<b><i>Anticipated Balance</i></b>	<u>\$ 447,868.30</u>	<u>\$ 1,154,172.94</u>	<u>\$ 1,602,041.24</u>
 <b><u>ColoTrust Edge</u></b>			
Balance as of 05/31/23	\$ -	\$ 517,934.77	\$ 517,934.77
Subsequent activities:			
06/30/23 - Interest income	-	1,591.31	1,591.31
<i>Anticipated Transfer to Colotrust</i>	-	(300,000.00)	(300,000.00)
<i>Anticipated Transfer to 1st Bank</i>	-	(46,555.15)	(46,555.15)
<b><i>Anticipated Balance</i></b>	<u>\$ -</u>	<u>\$ 172,970.93</u>	<u>\$ 172,970.93</u>
<b><i>Total Anticipated Balances</i></b>	<u><u>\$ 457,834.92</u></u>	<u><u>\$ 1,327,143.87</u></u>	<u><u>\$ 1,784,978.79</u></u>

**Yield Information @ 05/31/23:**

Colotrust Plus - 5.2246%  
Colotrust Edge - 4.9629%

**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.

Potential spaces to convert going into 2024									
Priority	Controller & Zone	Address Nearby	Square Footage	Plant	Water Requirement	Estimated Water Savings	Project Cost	Space	
2A	C20 Z56,57,61,62,64,66,67	24990 E Roxbury Pl	24,102		421,785.00	421,785.00		Large along Arapahoe east of Tallyn's	
2A	C20 Z65	25043 E Roxbury Pl	1,811		31,692.50	31,692.50	\$ 8,710.00	E Roxbury down to Arapahoe (covers storm drain)	
2B	Controller Z3	24446 E Fremont Dr	12,226		213,955.00	213,955.00	\$ 4,370.00	Connects Fremont to S Fultondale Court	
2C	C33 Z68	27629 E Moraine Pl	2,951		51,642.50	51,642.50	\$ 1,350.00	?????????	
2D	C17 Z39	7044 S Fultondale Ct	2,026		35,455.00	35,455.00	\$ 2,400.00	covers storm drain Fultondale down to Arapahoe	
2E	F8 Middle Z32	7181 S Coolidge Ct	2,649		46,357.50	46,357.50	\$ 900.00	corner of Roxbury & Coolidge	
2F	F8 South Z16 & 19	23952 E Roxbury Pl	6,273		109,777.50	109,777.50		Behind Harry's house	
						910,665.00	\$ 17,730.00		
Smaller projects to get rid of unnecessary spaces							50,772.00	\$ 4,040.00	
3	C5 Z1,5	23600 E Portland Wy	1,907		33,372.50	33,372.50	\$ 2,400.00	NW corner Plymouth & Portland	
3B	C3 Z8	6979 S Buchanan St	561		9,817.50	3,366.00	\$ 440.00	Mini park?	
3C	C3 Z20	6949 S Buchanan St	387		6,772.50	2,322.00	\$ 280.00	Mini park?	
3D	C14 Z1	25120 E Ottawa Dr	187		3,272.50	1,122.00	\$ 280.00	By mailboxes on Ottawa	
3E	C33 Z37	7573 S Grand Baker Ct	142		2,485.00	852.00	\$ 160.00	covers storm drain Grand Baker so Sampson Gulch Trail ?	
3F	C33 Z7	7501 S Jackson Gap	120		2,100.00	720.00	\$ 320.00	walkway S Jackson down to Sampson Gulch	
3G	C33 Z64	7627 S Haleyville St	116		2,030.00	696.00	\$ 160.00	walkway Haleyville down to Sampson Gulch	
						50,772.00			
Projects lower on our priority list							155,559.50	\$ 4,970.00	
4	C27 Z27	25027 E Geddes Cir	8,322		145,635.00	145,635.00	\$ 3,500.00	covers storm drain Glasgow Place to Geddes circle.	
7	C35 Z61	7470 S Eaton Park Way	863		15,102.50	5,178.00	\$ 1,470.00	Eaton Park down trail to Sampson Gulch	

## RECORD OF PROCEEDINGS

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### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TALLYN'S REACH AUTHORITY HELD MARCH 14, 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, March 14, 2023, at 6:00 p.m. This regular meeting was held at the Tallyn's Reach Clubhouse, 24900 E. Park Crescent Drive, Aurora, Colorado 80016 and via Microsoft Teams. The meeting was open to the public.

#### ATTENDANCE

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

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

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

Blair Dickhoner, Esq.; White Bear Ankele Tanaka & Waldron ("WBA")  
 Celeste Terrell, Shauna D'Amato, Terri Boroviak, and Nic Carlson (for a portion of the meeting); CliftonLarsonAllen LLP ("CLA")  
 Isabell Rodau; YMCA

#### **Public in Attendance Were:**

Michelle Curtin  
 Laura Youngblood

#### ADMINISTRATIVE MATTERS

**Call to Order:** The meeting was called to order at 6:01 p.m.

**Agenda:** Following review and discussion, upon a motion duly made by Director Yosten, seconded by Director Dell'Orfano and, upon vote, unanimously carried, the Board approved the Agenda, as amended, to add discussion of swim season under Manager Matters.

**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



## RECORD OF PROCEEDINGS

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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

None.

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

## RECORD OF PROCEEDINGS

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management.

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

### LEGAL MATTERS

**Information from Metro District Education Coalition:** Attorney Dickhoner provided an overview to the Board. The Board requested that the information be posted on the website.

### FINANCIAL MATTERS

**Claims:** Ms. Boroviak provided an overview of the claims. Following review and discussion, upon a motion duly made by Director Yosten, seconded by Director Crandall and, upon vote, unanimously carried, the Board approved the claims as presented.

## RECORD OF PROCEEDINGS

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### **Unaudited Financial Statements and Schedule of Cash Position:**

Ms. Boroviak reviewed the unaudited financial statements as of December 31, 2022 and the schedule of cash position updated as of February 27, 2023. Following review and discussion, upon a motion duly made by Director Yosten, seconded by Director Crandall and, upon vote, unanimously carried, the Board approved the unaudited financial statements as of December 31, 2022 and the schedule of cash position updated as of February 27, 2023, as presented.

### **MANAGER MATTERS**

**Proposals for Reserve Rate Study:** Ms. Terrell reviewed the proposals from McCaffery Reserve Consulting and Association Reserves with the Board. 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 proposal from Association Reserves with a 12-week turnaround option, with the reserve study to begin after IMEG Corp. (“IMEG”) has completed assessments of the 12 ponds.

**IMEG Update:** Mr. Carlson provided an update to the Board: IMEG has gotten through majority of hurdles with the City of Aurora for the retaining wall project; final approval needs to be sent back to original engineer; IMEG also provided a cost estimate for the retaining wall; Attorney Dickhoner explained that the retaining wall project will need to be rebid; The pond project is to start in spring; IMEG is also putting together a bid package for maintenance needed on 25 privately owned streets which will hopefully be ready in time for the July meeting; Mr. Carlson will be reaching out to IMEG on the Buchanan drainage project and will provide an update.

**Landscape Update:** Ms. Terrell provided an update. Mulch refresh has begun in the central and southeast quads; Brightview is working on completing tree replacements with approximately 200 dead trees being removed and 150 new trees being planted; several annual beds are being converted to perennial beds; the turf to native landscape project will begin in the spring; the new monument on Arapahoe has been installed, and the new monument on Briarwood is in permitting stage and will be installed during the spring; ET Irrigation is working on plan to reduce water usage by 6 million gallons to comply with the City of Aurora 20% reduction outlined in Drought Stage 1.

**Pool Items:** Ms. Rodau discussed option for the YMCA to extend the swim season. The Board asked to be on the list for an extended season with the YMCA. Ms. Rodau will be in contact with the aquatics team.

## RECORD OF PROCEEDINGS

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Director Pell discussed the possibility of the Authority to contribute towards a dessert truck for the pool opening day and additional treats throughout the season. Following discussion, upon a motion duly made by Director Pell, seconded by Director Crandall and, upon vote, unanimously carried, the Board approved \$1,500 for treats at the pool opening and during the pool season.

### OTHER MATTERS

**Authority – Quorum for Next Regular Board Meeting on July 18, 2023 at 6:00 p.m.:** The Board confirmed an anticipated quorum and reported that the meeting will be held in person and virtually.

### 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 Ongoing Landscape Maintenance:** Pursuant to Section 24-6-402(4)(b), C.R.S., upon motion duly made by Director Dell’Orfano, seconded by Director Patterson and, upon vote, unanimously carried, the Board convened in Executive Session at 6:51 p.m. for the purpose of receiving legal advice related to ongoing landscape maintenance.

The Board reconvened in public session at 7:34 p.m.

Following discussion, upon a motion duly made by Director Yosten, seconded by Director Patterson and, upon vote, unanimously carried, the Board approved a proposal with Brightview Landscape Services, Inc. for maintaining City of Aurora property.

### ADJOURNMENT

There being no further business to come before the Board, the Board adjourned the meeting at 7:41 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

**FIFTH ADDENDUM  
TO  
INDEPENDENT CONTRACTOR AGREEMENT  
(2023 Plant Health Care)**

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This **FIFTH ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**Fifth Addendum**”) is entered into on the 17<sup>th</sup> day of March, 2023, by and between **TALLYN’S REACH AUTHORITY**, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and **BRIGHTVIEW LANDSCAPE SERVICES, INC.**, a Colorado corporation the (“**Contractor**”), collectively referred to herein as the “Parties.”

**RECITALS:**

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Landscape Management)*, dated December 10, 2022, and that *First Addendum to Independent Contractor Agreement (2023 Annual Flowers)*, dated March 21, 2023, and that *Second Addendum to Independent Contractor Agreement (Mulch Top Dressing)*, dated March 21, 2023, and that *Third Addendum to Independent Contractor Agreement (2023 Perennial Flowers)*, dated March 21, 2023, and that *Fourth Addendum to Independent Contractor Agreement (2023 Landscape Maintenance Program)*, dated March 16, 2023 (collectively the “**Agreement**”); and

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

WHEREAS, the Parties wish to expand the scope of services to address the plant health care for 2023 (the “**Additional Services**”); and

WHEREAS, the Contractor is agreeable with providing the Additional Services within this Fifth 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 Fifth Addendum, all terms and provisions of the Agreement shall remain in full force and effect.

4. COUNTERPART EXECUTION. This Fifth 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 Fifth Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

**AUTHORITY:**

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

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

**ATTEST:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

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

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

**CONTRACTOR:**

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

\_\_\_\_\_

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

\_\_\_\_\_  
Title

## EXHIBIT A



September 12, 2022  
Page 1 of 2

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

Property Name	Tallyn's Reach Authority	Contact	Celeste Terrell
Property Address	24900 E Park Crescent Dr. Aurora, CO 80016	To	Tallyns Reach Authority
		Billing Address	370 Interlocken Blvd Ste 500 Broomfield, CO 80021
Project Name	2023 Plant Health Care		
Project Description	2023 Plant Health Care		

#### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
<b>1st IPS Beetle</b>				<b>Subtotal</b>
				<b>\$29,833.33</b>
1.00	LUMP SUM	IPS Beetle spray to all Pines and Spruce Trees (1st application)	\$29,833.33	\$29,833.33
<b>2nd IPS Beetle</b>				<b>Subtotal</b>
				<b>\$29,833.33</b>
1.00	LUMP SUM	IPS Beetle spray to all Pines and Spruce Trees (2nd application)	\$29,833.33	\$29,833.33
<b>Lilac Ash Borer</b>				<b>Subtotal</b>
				<b>\$10,500.00</b>
1.00	LUMP SUM	Lilac Ash Borer to all Ash Trees	\$10,500.00	\$10,500.00
<b>1st Aphid and Mite</b>				<b>Subtotal</b>
				<b>\$9,166.67</b>
1.00	LUMP SUM	Aphid, Mite and Japanese Beetle Spray for all infested transplant trees and shrubs (1st application)	\$9,166.67	\$9,166.67
<b>2nd Aphid and Mite</b>				<b>Subtotal</b>
				<b>\$9,166.67</b>
1.00	LUMP SUM	Aphid, Mite and Japanese Beetle Spray for all infested transplant trees and shrubs (2nd application)	\$9,166.67	\$9,166.67
<b>3rd Aphid and Mite</b>				<b>Subtotal</b>
				<b>\$9,166.67</b>
1.00	LUMP SUM	Aphid, Mite and Japanese Beetle Spray for all infested transplant trees and shrubs (3rd application)	\$9,166.67	\$9,166.67
<b>Mealy Bug</b>				<b>Subtotal</b>
				<b>\$2,416.67</b>
1.00	LUMP SUM	Mealy Bug Application	\$2,416.67	\$2,416.67

For internal use only

SO# 7922364  
JOB# 400300615  
Service Line 130

**Total Price** \$100,083.34

**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

**SIXTH ADDENDUM  
TO  
INDEPENDENT CONTRACTOR AGREEMENT  
(Tree Replacements)**

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This **SIXTH ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**Sixth Addendum**”) is entered into on the 26<sup>th</sup> day of March, 2023, by and between **TALLYN’S REACH AUTHORITY**, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and **BRIGHTVIEW LANDSCAPE SERVICES, INC.**, a Colorado corporation the (“**Contractor**”), collectively referred to herein as the “Parties.”

**RECITALS:**

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Landscape Management)*, dated December 10, 2022, and that *First Addendum to Independent Contractor Agreement (2023 Annual Flowers)*, dated March 21, 2023, and that *Second Addendum to Independent Contractor Agreement (Mulch Top Dressing)*, dated March 21, 2023, and that *Third Addendum to Independent Contractor Agreement (2023 Perennial Flowers)*, dated March 21, 2023, and that *Fourth Addendum to Independent Contractor Agreement (2023 Landscape Maintenance Program)*, dated March 16, 2023, and that *Fifth Addendum to Independent Contractor Agreement (2023 Plant Heath Care)*, dated March 26, 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 replacing trees within the District (the “**Additional Services**”); and

WHEREAS, the Contractor is agreeable with providing the Additional Services within this Sixth 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 Sixth Addendum, all terms and provisions of the Agreement shall remain in full force and effect.

4. COUNTERPART EXECUTION. This Sixth 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 Sixth Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

**AUTHORITY:**

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

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

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

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

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

**CONTRACTOR:**

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

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

\_\_\_\_\_  
Title

**EXHIBIT A**



March 16, 2023  
Page 1 of 3

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

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

Project Name        2023 Tree Replacements  
Project Description   2023 Tree Replacements

### Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Drive Time Labor
1.00	LUMP SUM	Freight/Delivery
153.00	EACH	Gator Bags for tree watering
1.00	LUMP SUM	Hand water to fill gator bags
20.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed (for tree rings)
1.00	LUMP SUM	Additional labor hours to locate tree locations
3.00	EACH	PINE, PONDEROSA - 6' Conifer Tree Installed
2.00	EACH	Spruce, Colorado - 6' Conifer Tree Installed
10.00	EACH	MAPLE, SIENNA GLEN - 2" Deciduous Tree Installed
15.00	EACH	CATALPA, WESTERN - 2" Deciduous Tree Installed
16.00	EACH	LINDEN, GREENSPIRE - 2" Deciduous Tree Installed
13.00	EACH	HONEYLOCUST, SHADEMASTER - 2" Deciduous Tree Installed
12.00	EACH	HONEYLOCUST, SKYLINE - 2" Deciduous Tree Installed
15.00	EACH	KENTUCKY COFFEE TREE - 2" Deciduous Tree Installed
15.00	EACH	OAK, SWAMP WHITE - 2" Deciduous Tree Installed
2.00	EACH	OAK, ENGLISH - 2" Deciduous Tree Installed
13.00	EACH	OAK, NORTHERN RED - 2" Deciduous Tree Installed
2.00	EACH	CRABAPPLE, RADIANT - 2" Deciduous Tree Installed
3.00	EACH	CRABAPPLE, SPRING SNOW - 2" Deciduous Tree Installed
1.00	EACH	CHOKECHERRY - 2" Deciduous Tree Installed
13.00	EACH	HACKBERRY, WESTERN - 2" Deciduous Tree Installed
18.00	EACH	PEAR, CLEVELAND SELECT - 2" Deciduous Tree Installed

**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



March 16, 2023  
Page 2 of 3

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

For internal use only

SO# 8060390  
JOB# 400300615  
Service Line 130

**Total Price** \$148,423.91

**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

**SEVENTH ADDENDUM  
TO  
INDEPENDENT CONTRACTOR AGREEMENT  
(Turf to Native Conversion)**

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

**RECITALS:**

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Landscape Management)*, dated December 10, 2022, and that *First Addendum to Independent Contractor Agreement (2023 Annual Flowers)*, dated March 21, 2023, and that *Second Addendum to Independent Contractor Agreement (Mulch Top Dressing)*, dated March 21, 2023, and that *Third Addendum to Independent Contractor Agreement (2023 Perennial Flowers)*, dated March 21, 2023, and that *Fourth Addendum to Independent Contractor Agreement (2023 Landscape Maintenance Program)*, dated March 16, 2023, and that *Fifth Addendum to Independent Contractor Agreement (2023 Plant Health Care)*, dated March 26, 2023, and that *Sixth Addendum to Independent Contractor Agreement (Tree Replacements)*, dated March 26, 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 converting turf to native grasses within the District (the “**Additional Services**”); and

WHEREAS, the Contractor is agreeable with providing the Additional Services within this Seventh 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 Seventh Addendum, all terms and provisions of the Agreement shall remain in full force and effect.

4. COUNTERPART EXECUTION. This Seventh 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 Seventh Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

**AUTHORITY:**

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

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

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

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

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

**CONTRACTOR:**

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

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

\_\_\_\_\_  
Title

**EXHIBIT A**

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

Property Name	Tallyn's Reach Authority	Contact	Celeste Terrell
Property Address	24900 E Park Crescent Dr. Aurora, CO 80016	To	Tallyn's Reach Authority
		Billing Address	370 Interlocken Blvd Ste 500 Broomfield, CO 80021
Project Name	2023 Turf to Native Conversion		
Project Description	2023 Turf to Native Conversion		

### Scope of Work

-Irrigation adjustment for new shrubs for bed extension will be billed at time and material rates. It is not Included in this price.

-Wood mulch will be top dressed in beds that are directly associated with new bed extension areas.

-Shrubs will be installed in two beds at end of cul-de-sac. But bed extension near pond will not receive any shrubs due to large amount of trees.

-Bed extension areas are shown as yellow areas on maps that were provided to me. They are only in Priority 1 areas.

QTY	UoM/Size	Material/Description	Unit Price	Total
<b>Misc.</b>				<b>Subtotal</b>
				<b>\$7,317.69</b>
1.00	LUMP SUM	Mobilization	\$5,003.09	\$5,003.09
1.00	LUMP SUM	Freight/Delivery	\$556.20	\$556.20
1.00	LUMP SUM	Dump Rate	\$1,758.40	\$1,758.40
<b>Priority 1 approx. 50,478sf</b>				<b>Subtotal</b>
				<b>\$40,034.36</b>
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Labor Only)	\$3,062.09	\$6,124.18
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Material Only)	\$556.20	\$1,112.40
1.00	LUMP SUM	MOW AREA TO A MAX OF 2" HEIGHT. (AS SHORT AS POSSIBLE) (labor only)	\$2,578.60	\$2,578.60
1.00	LUMP SUM	TRIPLE AERATE AREA (labor Only)	\$1,933.95	\$1,933.95
1.00	LUMP SUM	Terraseed Area (see attached detail on process of terraseeding)	\$13,500.00	\$13,500.00
1.00	LUMP SUM	Install Signage similar to previous turf to native conversion areas. (Labor Only)	\$644.65	\$644.65
1.00	LUMP SUM	Install Signage similar to previous turf to native conversion areas. (Material Only)	\$444.96	\$444.96
1.00	LUMP SUM	Removal of turf in preparation for Mulch Bed (approx 2,225sf) (Yellow Areas) (Labor Only)	\$1,933.95	\$1,933.95

**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

70.00	LINEAR FEET	Green Pro - Edging Installed (Labor Only) (Yellow Area)	\$3.25	\$227.37
70.00	LINEAR FEET	Green Pro - Edging Installed (Material Only) (Yellow Area)	\$6.95	\$486.52
13.00	EACH	LILAC, MISS KIM - 5 gal. Shrub/Perennial Installed (Labor Only) (Yellow Area)	\$14.12	\$183.53
13.00	EACH	LILAC, MISS KIM - 5 gal. Shrub/Perennial Installed (Material Only) (Yellow Area)	\$50.17	\$652.25
50.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed (Labor Only) (Yellow Area)	\$48.39	\$2,419.28
50.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed (Material Only) (Yellow Area)	\$155.85	\$7,792.72
<b>Priority 2 approx. 19,852sf</b>			<b>Subtotal</b>	<b>\$10,448.86</b>
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Labor Only)	\$966.98	\$1,933.95
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Material Only)	\$222.48	\$444.96
1.00	LUMP SUM	MOW AREA TO A MAX OF 2" HEIGHT. (AS SHORT AS POSSIBLE) (Labor Only)	\$1,031.44	\$1,031.44
1.00	LUMP SUM	TRIPLE AERATE AREA (Labor Only)	\$1,095.91	\$1,095.91
1.00	LUMP SUM	Terraseed Area (see attached detail on process of terraseeding)	\$5,333.33	\$5,333.33
1.00	LUMP SUM	Install Signage similar to previous turf to native conversion areas. (Labor Only)	\$386.79	\$386.79
1.00	LUMP SUM	Install Signage similar to previous turf to native conversion areas. (Material Only)	\$222.48	\$222.48
<b>Priority 3 approx. 3,420sf</b>			<b>Subtotal</b>	<b>\$3,976.79</b>
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Labor Only)	\$612.42	\$1,224.84
2.00	EACH	SPRAY ROUND UP IN TWO SEPERATE APPLICATIONS 10-14 DAYS APART. (3OZ/1000SF) (Material Only)	\$55.62	\$111.24
1.00	LUMP SUM	MOW AREA TO A MAX OF 2" HEIGHT. (AS SHORT AS POSSIBLE) (Labor Only)	\$386.79	\$386.79
1.00	LUMP SUM	TRIPLE AERATE AREA (Labor Only)	\$644.65	\$644.65
1.00	LUMP SUM	Terraseed Area (see attached detail on process of terraseeding)	\$1,000.00	\$1,000.00
1.00	LUMP SUM	Install Signage similar to previous turf to native conversion areas. (Labor Only)	\$386.79	\$386.79
1.00	LUMP SUM	Install Signage similar to previous turf to native conversion areas. (Material Only)	\$222.48	\$222.48

**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



**EIGHTH ADDENDUM  
TO  
INDEPENDENT CONTRACTOR AGREEMENT**  
(Top Dress E Frost Dr and Native to Cobble Arapahoe Rd)

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This **EIGHTH ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**Eighth Addendum**”) is entered into on the 30<sup>th</sup> day of May, 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

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 a top dress of East Frost Drive and converting landscaping to cobblestone along Arapahoe Road (the “**Additional Services**”); and

WHEREAS, the Contractor is agreeable with providing the Additional Services within this Eighth 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 Eighth Addendum, all terms and provisions of the Agreement shall remain in full force and effect.

4. COUNTERPART EXECUTION. This Eighth 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 Eighth Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

**AUTHORITY:**

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

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

**ATTEST:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

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

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

**CONTRACTOR:**

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

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

\_\_\_\_\_  
Title

## EXHIBIT A



May 01, 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

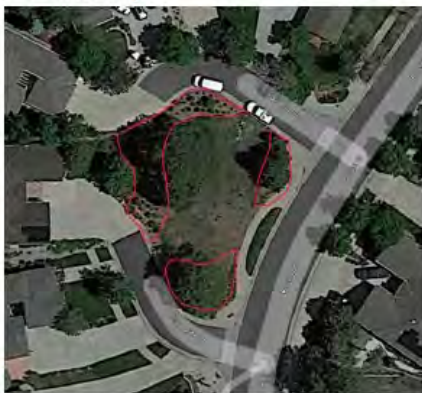
Project Name      Mulch top dress in median in E. Frost Dr.  
 Project Description      Mulch top dress in median in E. Frost Dr. (see attached map for location)

#### Scope of Work

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

**Images**

Frost median map



For internal use only

IO#                    8106848  
 IOB#                400300615  
 Service Line        130

**Total Price**                \$6,452.81



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

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

Project Name      Native to Cobble Along Arapahoe Rd.

Project Description      Native to Cobble Along Arapahoe Rd. near E470 overpass (see attached map for locations)

### Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Drive Time Labor
1.00	LUMP SUM	Freight/Delivery
1.00	LUMP SUM	Dump Rate
1.00	LUMP SUM	Removal of Native and excess soil. We will lower grade below concrete to help prevent cobble from falling into the road.
2,200.00	SQUARE FEET	Filter Fabric - Fabric and Netting Installed
40.00	TON	White Cobblestone 2-4 - TON Rock/Gravel Installed
1.00	LUMP SUM	Traffic Control and Permit

### Images

**TRA Native to Cobble**





May 01, 2023  
Page 2 of 3

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

For internal use only

**SO#** 8106739  
**JOB#** 400300615  
**Service Line** 130

**Total Price** \$14,278.07

**NINTH ADDENDUM  
TO  
INDEPENDENT CONTRACTOR AGREEMENT  
(Crusher Fines Path Repair)**

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This **NINTH ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**Ninth Addendum**”) is entered into on the 12<sup>th</sup> day of June, 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, (collectively the “**Agreement**”); and

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

WHEREAS, the Parties wish to expand the scope of services to address the repair of Crusher Fines path (the “**Additional Services**”); and

WHEREAS, the Contractor is agreeable with providing the Additional Services within this Ninth 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 Ninth Addendum, all terms and provisions of the Agreement shall remain in full force and effect.

4. COUNTERPART EXECUTION. This Ninth 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 Ninth Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

**AUTHORITY:**

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

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

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

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

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

**CONTRACTOR:**

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

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

\_\_\_\_\_  
Title

## EXHIBIT A



May 08, 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: Crusher Fines Path Repair  
 Project Description: Crusher Fines Path Repair (see attached maps for locations)

#### Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Drive Time Labor
1.00	LUMP SUM	Freight/Delivery
400.00	LINEAR FEET	Green Pro - Edging Installed (to be installed on either side of both trails)
1.00	LUMP SUM	Trench area for edger install and re compact existing breeze trail.
5.00	TON	Gray Breeze - TON Rock/Gravel Installed (to fill low areas where erosion occurred)

#### Images

**TRA breeze trail repair**



For internal use only

SO# 8113979  
 JOB# 400300615  
 Service Line 130

**Total Price** \$6,308.05



**INDEPENDENT CONTRACTOR AGREEMENT**  
(LANDSCAPE MAINTENANCE – CITY OWNED)

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 28<sup>th</sup> day of April, 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 January 1, 2023 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) December 31, 2023.

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

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

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

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

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

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

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

7. COMPENSATION AND INVOICES.

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

b. Invoices. Invoices for the Services shall be submitted monthly, by the 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 Motsenbocker Rd., Suite 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

\_\_\_\_\_  
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 Landscape Maintenance Services (City Owned) with BrightView Landscape Services, Inc., dated April 28, 2023*



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

\_\_\_\_\_

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

\_\_\_\_\_  
Title

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as the \_\_\_\_\_ of BrightView Landscape Services, Inc.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

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

*Contractor's Signature Page to Independent Contractor Agreement for Landscape Maintenance Services (City Owned) with Tallyn's Reach Authority, dated April 28, 2023*

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

**Tallyn's Reach Authority – City of Aurora Owned Areas  
12 Month Landscape Maintenance Program  
2023 Season**

<u>Service:</u>	<u>Frequency:</u>
Mowing / Trimming / Blowing of clippings	26
Turf Fertilization (Timed-release blend)	1
Turf Pre-emergent Weed Control	1
Turf Post Emergent Weed Control	2
Aeration	1
Edge Curbs and Walks	13
Debris Removal - Summer	30
Debris Removal - Winter	22
Tree Rings	2
Spring Cleanup	1
Fall Cleanup	1
Native Mow – Beauty Bands	4
<b>ANNUAL CONTRACT VALUE</b>	<b>\$16,590.00</b>
<b>MONTHLY PAYMENT</b>	<b>\$ 1,382.50</b>

**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

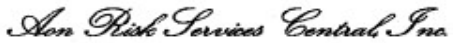
CERTIFICATE(S) OF INSURANCE

		<h2 style="margin: 0;">CERTIFICATE OF LIABILITY INSURANCE</h2>		DATE (MM/DD/YYYY) 09/22/2022	
<p><b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</b></p>					
<p><b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</b></p>					
<b>PRODUCER</b> Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA			<b>CONTACT NAME:</b> PHONE (AC. No. Ext): (866) 283-7122      FAX (AC. No.): (800) 363-0105 E-MAIL ADDRESS:		
<b>INSURED</b> BrightView Landscape Services, Inc. Location #40030 8888 Molsenbocker Road, Suite A Parker CO 80134 USA			<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
			INSURER A: ACE American Insurance Company      22667		INSURER B: American Guarantee & Liability Ins Co      26247
			INSURER C:		INSURER D:
			INSURER E:		INSURER F:

<b>COVERAGES</b>		<b>CERTIFICATE NUMBER: 570095464198</b>		<b>REVISION NUMBER:</b>			
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. <span style="float: right;">Limits shown are as requested</span></p>							
INS LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			XSLG47318397 SIR applies per policy terms & conditions	10/01/2022	10/01/2023	EACH OCCURRENCE      \$2,000,000 DAMAGE TO RENTED PREMISES (liability occurrence) MED EXP (Any one person)      \$10,000 PERSONAL & ADV INJURY      \$2,000,000 GENERAL AGGREGATE      \$5,000,000 PRODUCTS - COMP/OP AGG      \$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H1071333A	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (liability) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION			AUC508596818	10/01/2022	10/01/2023	EACH OCCURRENCE      \$3,000,000 AGGREGATE      \$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC50687302 WC - AOS SCFC50687405 WC - WE	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT      \$2,000,000 E.L. DISEASE-EA EMPLOYEE      \$2,000,000 E.L. DISEASE-POLICY LIMIT      \$2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Tallyn's Reach Authority is included as Additional Insured in accordance with the policy provisions of the General Liability policy.							

<b>CERTIFICATE HOLDER</b>  Tallyn's Reach Authority c/o Clifton Allen Larson 8390 E. Crescent Parkway, Suite 300 Greenwood Village CO 80111 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
----------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Holder Identifier: BC

Certificate No : 570095464198

000000 03 04 010226 006101 P

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ACORD 25 (2016/03)

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**EXHIBIT D**

**CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE**

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

**CERTIFICATE OF FACT OF GOOD STANDING**

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

BrightView Landscape Services, Inc.

is a

Corporation

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

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/27/2023 that have been posted, and by documents delivered to this office electronically through 04/28/2023 @ 13:50:28 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/28/2023 @ 13:50:28 in accordance with applicable law. This certificate is assigned Confirmation Number 14919088 .



*Jena Griswold*

Secretary of State of the State of Colorado

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

**INDEPENDENT CONTRACTOR AGREEMENT**  
(MONUMENT LANDSCAPING)

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 12th day of April, 2023, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and Colorado Designsapes, Inc., a Colorado Corporation (the “**Contractor**”). The Authority and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

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

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

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

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

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

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

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

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

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



## TERMS AND CONDITIONS

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

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

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

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

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

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

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

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

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

7. COMPENSATION AND INVOICES.

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

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

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

15. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

Authority:

Tallyn's Reach Authority  
 c/o CliftonLarsonAllen  
 8390 E. Crescent Parkway #300  
 Greenwood Village, CO 80111  
 Attention: Celeste Terrell  
 Phone: (303) 265-7875  
 Email: [celeste.terrell@claconnect.com](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: Colorado Designscapes, Inc.  
 15440 East Fremont Drive  
 Centennial, Colorado 80112  
 Attention: Drew DaHarb  
 Phone: (303) 941-8799  
 Email: [ddaharb@designscapes.org](mailto:ddaharb@designscapes.org)

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

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

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

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

25. GOVERNING LAW.

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

the Authority shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

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

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

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

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

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

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

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

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

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

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

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

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

*[Signature pages follow].*

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

**AUTHORITY:**

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

\_\_\_\_\_  
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 Monument  
Landscaping Services with Colorado Designscapes, Inc, dated April 12, 2023*

**CONTRACTOR:**

Colorado Designscares, Inc., a Colorado Corporation a Colorado Corporation

\_\_\_\_\_

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

\_\_\_\_\_  
Title

STATE OF COLORADO )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as the \_\_\_\_\_ of Colorado Designscares, Inc..

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

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

***Contractor’s Signature Page to Independent Contractor Agreement for Monument Landscaping Services with Tallyn’s Reach Authority, dated April 12, 2023***

**EXHIBIT A**

**SCOPE OF SERVICES/COMPENSATION SCHEDULE**

**ESTIMATE PREPARED FOR:**

Tallyns Reach  
 Street  
 City, State, Zip  
 Email address ~ Phone

**DESIGNSCAPES COLORADO, INC.**  
 15440 East Fremont Drive  
 Centennial, Colorado 80112  
 Phone (303)721-9003; Fax (303)755-7040

Designer Select from Team / List:

ID: M420476-H148  
 Bid Date: 11-Apr-2023

**PROJECT DESCRIPTION:**

Redesign of the Sod area

ITEM with Description	QUANTITY	UNIT	MATERIALS	LABOR	SUBS	EQUIP	TOTAL
<ul style="list-style-type: none"> <li>Plant Material                      - See Exhibit A (Attached); Includes Delivery and Layout</li> </ul>	382	Each	10,576.25	9,640.93	0.00	0.00	20,217.18
<ul style="list-style-type: none"> <li>Planters Mix -1600# (Installed)</li> </ul>	3	CY	456.43	359.46	0.00	0.00	815.89
<ul style="list-style-type: none"> <li>Irrigation Work (Installed)</li> </ul>	1	LS	544.73	2,338.28	0.00	0.00	2,883.01
<ul style="list-style-type: none"> <li>Permits &amp; Engineering - Not included in this estimate</li> <li>Nightscaping                      Please contact Drew DaHarb for your personalized Lighting &amp; Audio System Design &amp; Quote.                      Drew DaHarb – Lighting and Audio Design 303.941.8799 / <a href="mailto:ddaharb@designscapes.org">ddaharb@designscapes.org</a></li> </ul>							
<b>TOTALS</b>			<b>11,577.41</b>	<b>12,338.67</b>	<b>0.00</b>	<b>0.00</b>	<b>23,916.08</b>

**NOTES:**

- Bid expires 30 Days from Bid Date unless otherwise indicated
- Demo, removal, and irrigation to be billed time and materials (\$85/hr; MSRP)
- Not responsible for PRIVATE utilities not marked or identified by owner
- We do not recommend underground gutters/drain pipe(s) unless by Homeowner request. Designscapes Colorado is not responsible for drainage problems.

**ESTIMATE PREPARED FOR:**

Tallyns Reach  
 Street  
 City, State, Zip  
 Email address

**DESIGNSCAPES COLORADO, INC.**

15440 East Fremont Drive  
 Centennial, Colorado 80112  
 Phone (303)721-9003; Fax (303)755-7040

Designer Select from Team / List:

ID: M420476-H148

Bid Date: 11-Apr-2023

**EXHIBIT A ~ PLANT DETAIL**

Includes Delivery and Layout

*Tallyns Reach*

UNITS	COMMON NAME	LATIN NAME	PLANTS PRICE EACH	EQUIPMENT FOR PLANTS	PLANTS & EQUIPMENT EXTENDED TOTAL
<b><u>TREES:</u></b>					
1	Pine, Uncle Fogy (#15)	Pinus Banksiana 'Uncle Fogy'	1,112.07		1,112.07
<b><u>SHRUBS:</u></b>					
23	Blue Chip (#5)	Juniperus Horizontalis 'Blue Chip'	57.23		1,316.39
80	Mahonia Repens (#1)	Mahonia Repens	24.17		1,933.52
39	Blonde Ambition, Blue Grama (#1)	Bouteloua Gracillis 'Blonde Ambition'	22.83		890.54
11	Sage, Russian (#5)	Perovskia Atriplicifolia	34.55		380.03
37	Rabbitbrush, Dwarf (#3)	Chrysothamnus Var.	35.29		1,305.72
<b><u>PERENNIALS:</u></b>					
35	Aster, Alert/Fall Aster (#1)	Nova-Belgii 'Alert'	13.64		477.45
31	Gaura/Whirling Butterflies (#1)	Gaura Lindheimeri	14.23		441.27
35	Catmint (#1)	Nepeta Faassenii	12.01		420.36
30	Salvia, Blue Marvel #1	Salvia	14.68		440.38
30	Salvia, Rose Marvel #1	Salvia Superba 'May Night'	14.68		440.38
30	Yarrow, Moonshine (#1)	Achillea 'Moonshine'	13.94		418.14

**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(S) 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,

COLORADO DESIGNSCAPES, INC.

is a

Corporation

formed or registered on 04/24/1992 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 19921042375 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/11/2023 that have been posted, and by documents delivered to this office electronically through 04/12/2023 @ 12:51:26 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/12/2023 @ 12:51:26 in accordance with applicable law. This certificate is assigned Confirmation Number 14869078 .



A handwritten signature in blue ink that reads "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."*

**FIRST ADDENDUM  
TO  
INDEPENDENT CONTRACTOR AGREEMENT  
(Spray Head Replacement)**

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This **FIRST ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**First Addendum**”) is entered into on the 13<sup>st</sup> day of March, 2023, by and between **TALLYN’S REACH AUTHORITY**, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and **ET IRRIGATION MANAGEMENT SPECIALIST LLC**, a Colorado limited liability company the (“**Contractor**”), collectively referred to herein as the “Parties.”

**RECITALS:**

WHEREAS, the Parties entered into an *Independent Contractor Agreement for Irrigation System Management*, dated December 5, 2022 (the “**Agreement**”); and

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

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

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

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

**TERMS AND CONDITIONS:**

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

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

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

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

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

**AUTHORITY:**

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

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

**ATTEST:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

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

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

**CONTRACTOR:**

**ET IRRIGATION MANAGEMENT  
SPECIALIST LLC**, a Colorado limited liability company

\_\_\_\_\_

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

\_\_\_\_\_  
Title

**EXHIBIT A**

**Proposal**

3200 S. Oak Ct  
Lakewood, CO 80227

Proposal Date: 3/2/2023  
Proposal #: 1085  
Project: Smoky Hill Spray h...

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

Item	Description	Hours/Qty	Rate	Total
Irrigation Services	Smoky Hill Spray head Replacement Project:  Replace 184 spray heads to Rainbird 1806 SAM-PRS-30 along Smoky Hill The Total parts cost = \$4,600 Total labor cost would be = \$9200		13,800.00	13,800.00

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 \_\_\_\_\_

**FIRST ADDENDUM  
TO  
INDEPENDENT CONTRACTOR AGREEMENT  
(Sign Updates)**

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This **FIRST ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**First Addendum**”) is entered into on the 28<sup>th</sup> day of April, 2023, by and between **TALLYN’S REACH AUTHORITY**, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and **MFISH GRAPHICS, LLC**, a Colorado limited liability company (“**Contractor**”), collectively referred to herein as the “Parties.”

**RECITALS:**

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Sign Upgrade and Replacement)*, dated January 24, 2023 (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 sign updates within the Authority (the “**Additional Services**”); and

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

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

**TERMS AND CONDITIONS:**

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



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

**AUTHORITY:**

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

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

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

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

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

**CONTRACTOR:**

**MFISH GRAPHICS, LLC.**, a Colorado limited liability company

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

\_\_\_\_\_  
Title

## EXHIBIT A

MFish Graphics

303-880-4448

fishgraphicsco@gmail.com



## Estimate

## ADDRESS

Celeste Terrell

Tallyns Reach Metro

District

8390 E Crescent Pkwy #

500

Greenwood Village, CO

80111

USA

## SHIP TO

Celeste Terrell

Tallyns Reach Metro

District

8390 E Crescent Pkwy #

500

Greenwood Village, CO

80111

USA

ESTIMATE # 1114

DATE 03/29/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/29/2023	Services	Central Quadrant Remove wood backing, stain existing wood posts- 2 coats	94	210.00	19,740.00
03/29/2023	Sales item	6 x 6 x 8" high Bronze post cover installed	112	31.00	3,472.00
03/29/2023	Services	16 Ft. Custom ordered cedar wood post 6 x 6 Installed in ground 2-3 ft deep.	15	495.00	7,425.00
03/29/2023	Services	Straightening leaning wood posts which have been identified in Central quadrant	24	350.00	8,400.00
03/29/2023	Services	Replace steel post with 6"cedar posts 16' tall, approx 12' above ground w/x2 cross-drilled "break-away holes"as required by law. Stain 2 coats 'medium brown color' to match the	12	495.00	5,940.00

mfishgraphics.com

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/29/2023	Services	existing weathered-look of other poles in Tallyn's Reach. Mount existing signs on new posts, combining signs on posts approved by Aurora Traffic division	8	225.00	1,800.00
03/29/2023	Sales item	New street sign for E. Indore/E Crescent Dr. New metal brackets (8 of 10 already purchased)	4	95.00	380.00T
03/29/2023	Services	remove metal post add wood post & add new street signs at intersection E. Indore Dr/E Crescent Dr. to match existing signs in community	1	385.00	385.00
03/29/2023	Services	Time spent taking pictures, contacting Aurora Traffic Division and identifying combo/leaning signs and setting up proofs	1	450.00	450.00
03/29/2023	Services	disposal of metal posts	1	315.00	315.00

Please review the estimate for Central quadrant. This includes the entire scope of work, removing wood backing, staining, adding post protectors, fixing leaning posts, combining signs and removing steel post with wood posts.

SUBTOTAL	48,307.00
TAX	0.00
<b>TOTAL</b>	<b>\$48,307.00</b>

Once the estimate and proof are approved and the deposit has been made I will begin the production process on the signs needed and will schedule the installation. I will send the image of the map & the approved combinations in your secure file upload. Please call or email me with comments or questions you may have.

Thanks again!  
Margie

Accepted By

Accepted Date

[mfishgraphics.com](http://mfishgraphics.com)

**INDEPENDENT CONTRACTOR AGREEMENT**  
(ENGINEERING SERVICES)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 23<sup>rd</sup> day of June, 2023, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and SCHEDIO GROUP, LLC, a Colorado limited liability company (the “**Contractor**”). The Authority and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

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

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

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

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

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

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

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

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

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

## TERMS AND CONDITIONS

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

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or December 31, 2023. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the Authority determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

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

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

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

## 5. GENERAL PERFORMANCE STANDARDS.

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

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

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

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

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

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

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit B**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit B** of this Agreement, unless said reimbursement or compensation is approved in writing by the Authority in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the Authority of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the Authority with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("**W-9**"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B-1**.

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

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

15. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

Authority:

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

Schedio Group, LLC  
809 14<sup>th</sup> Street, Ste A  
Golden, CO 80401  
Attention: Timothy A. McCarthy  
Phone: (303) 968-7677  
Email: [tmccarthy@schediogroup.com](mailto:tmccarthy@schediogroup.com)

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

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

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

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

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the Authority is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the Authority's request, the Contractor

shall carry on its duties and obligations under this Agreement during any legal proceedings and the Authority shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

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

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

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

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

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

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

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

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

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

33. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

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

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

*[Signature pages follow].*

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

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

\_\_\_\_\_  
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 Engineering Services with Schedio Group, LLC, dated June 23, 2023*



**CONTRACTOR:**  
SCHEDIO GROUP, LLC, a Colorado limited liability company.

\_\_\_\_\_

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

\_\_\_\_\_  
Title

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as the \_\_\_\_\_ of Schedio Group, LLC.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

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

*Contractor's Signature Page to Independent Contractor Agreement for Engineering Services with Tallyn's Reach Authority, dated June 23, 2023*

**EXHIBIT A****SCOPE OF SERVICES****ON-CALL SERVICES**

Schedio Group's findings and recommendations will be delivered to the Authority via emails and/or a Professional Report.

**EXHIBIT B**  
**COMPENSATION SCHEDULE**

**2023 CHARGE RATES SCHEDULE**

**Hourly Rates**

Managing Principal	\$ 220.00
Staff Engineer III	\$ 190.00
Staff Engineer II	\$ 170.00
Staff Engineer I	\$ 150.00
Project Administrator	\$ 95.00

i. Special Hourly Rates

Landscape Architect III	\$ 220.00
Expert Witness	\$ 375.00 (Preparation)
	\$ 450.00 (Deposition and Testimony)

ii. Reimbursable Expenses

Reimbursable Expenses may include but are not limited to:

- Mileage @ \$ 0.75 per mile
- Reproduction @ cost + 15%
- Subcontractors / Subconsultants @ cost + 15%

**EXHIBIT B-1**

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(S) 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,

Schedio Group LLC

is a

Limited Liability Company

formed or registered on 05/02/2018 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 20181369921 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/21/2023 that have been posted, and by documents delivered to this office electronically through 06/23/2023 @ 11:32:07 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/23/2023 @ 11:32:07 in accordance with applicable law. This certificate is assigned Confirmation Number 15092150 .

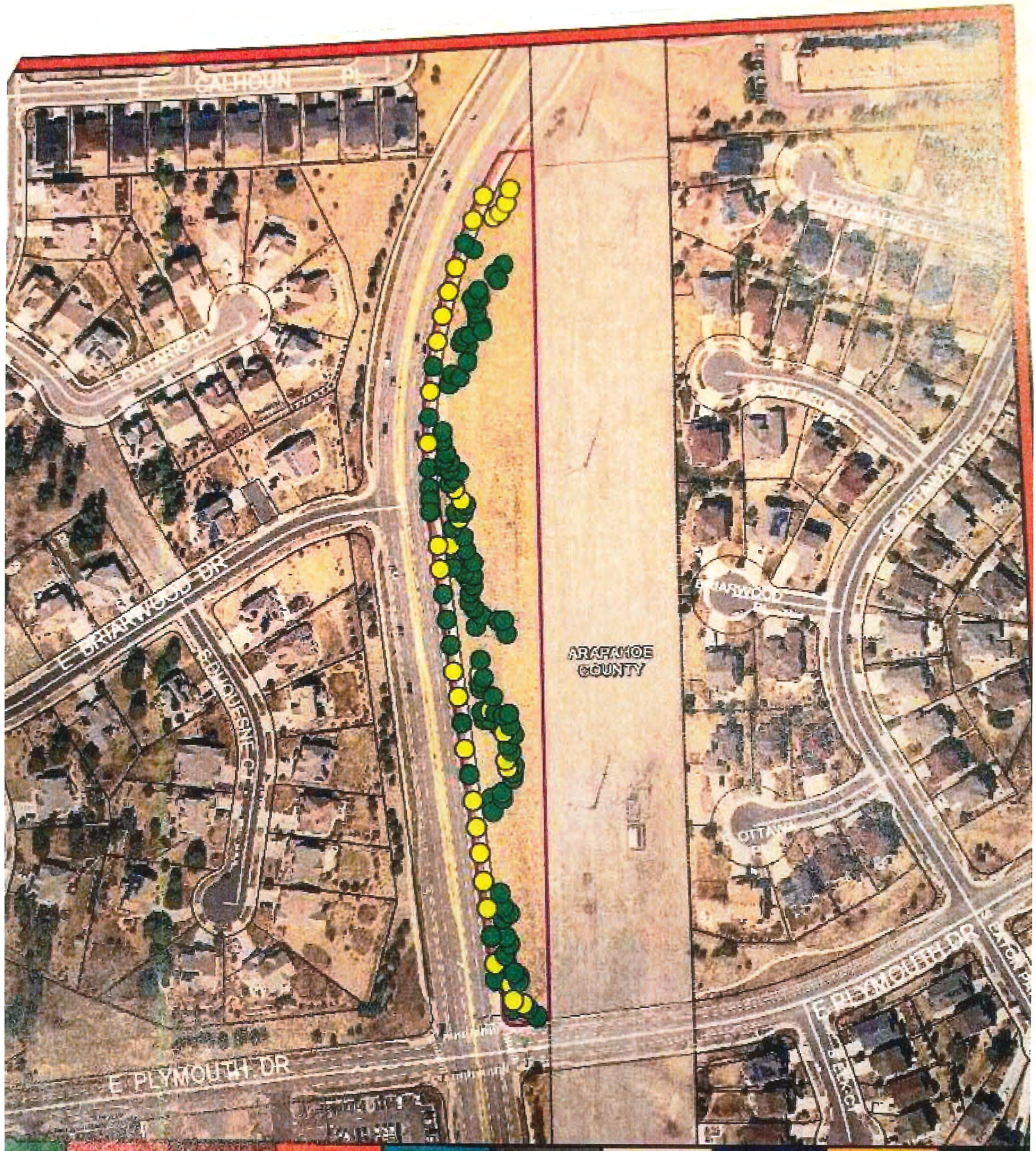


*Jena Griswold*

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."*





**Parcel : 2071-30-2-00-007**

*Parks, Recreation & Open Space Department*  
 June 2023

- Does Not Exist / Is Not Alive (35)
- Does Exist / Is Alive (104)
- Disputed Area: 2071-30-2-00-007





**COA TREES: ALIVE/NOT ALIVE, EXIST/NOT EXIST**

	DOES NOT EXIST/IS NOT ALIVE	DOES EXIST/ ALIVE	STREETSCAPE NEEDS
SAP 1	35	104	19
SAP 2	10	67	6
SAP 3	10	23	No streetscape here
SAP 4	8	27	2
Xcel 1	0	0	0
EAR 1	1	4	0
EAR 2	0	7	0
STRP 1	7	76	No streetscape here
	71	308	27
Also Kestrel	1	2	1
North of Arapahoe	52	254	25
South of Arapahoe	20	56	3

But 7 trees are close to South Aurora Parkway  
2 on Glasgow but 4 are close to South Aurora Parkway

Data extracted from Exhibit A      File sent to Perry 6/20





# EXHIBIT A: Tallyn's Reach Authority Disputed Maintenance Areas

- |                          |                          |                           |                             |
|--------------------------|--------------------------|---------------------------|-----------------------------|
| SAP-1 (2071-30-2-00-007) | EAR-1 (2071-30-1-00-025) | STRP-1 (2071-29-2-09-065) | XCEL - 1 (2071-30-1-00-024) |
| SAP-2 (2071-30-2-00-008) | EAR-2 (2071-29-2-04-014) |                           | XCEL - 1 (2071-00-0-00-026) |
| SAP-3 (2071-30-2-00-001) |                          |                           |                             |
| SAP-4 (2071-30-3-00-260) |                          |                           |                             |

**Parks, Recreation & Open Space Department**  
 January 2023  
 Aerial Photo: Spring 2020  
 1/31/2023



1" = 100 Feet



**MEDIANS IN TALLYN'S REACH**

7/1/2023

Quad	Cross streets	Cross streets	Owned by	Comments	Locations	Square Footage	N or S of Arapahoe ?
1	West	Coolidge	Glasgow	COA right of way	Small, 3 trees 1 shrubs & turf	983	South
2	West	Coolidge	Arapahoe	COA right of way	Small, 5 trees 2 shrubs & turf	1,913	South
3	West	Glasgow	Catawba	COA right of way	Small, trees shrubs & turf	488	
4	West	Glasgow	Glasgow	COA right of way	Tiny, trees & turf	60	
5	West	Catawba	Aurora Parkway	COA right of way	Small, trees & turf	1,044	
6	West	Hinsdale	Aurora Parkway	COA right of way	Small, 2 trees 1 shrubs & turf	306	South
7	S/E	Coolidge	Aurora Parkway	COA right of way	Very small, 3 trees & 1 shrubs	387	South
8	Central	TR Parkway	Park Crescent	COA right of way	Large, 1 flowers 12 trees 2 shrubs, turf & natives	8,250	South
9	N/E	TR Parkway	Arapahoe	COA right of way	Large, 20 trees 1 shrub, turf	6,226	South
10	N/E	TR Parkway	Arapahoe	COA right of way	Very Large, 1 flowers 44 trees 2 shrubs, turf	16,759	North
11	N/E	TR Parkway	Davies	COA right of way	Small, 3 trees 2 shrubs 1 flower, turf & natives	1,680	North
12	N/E	TR Parkway	Ottawa	COA right of way	Small, 4 trees 2 shrubs, turf	3,544	North
13	N/E	TR Parkway	Ottawa	COA right of way	Small, trees & shrubs	855	
14	N/E	TR Parkway	Ottawa	COA right of way	Large, 2 flowers 38 trees 2 shrubs, turf	14,637	North
15	N/E	TR Parkway	Ontario	COA right of way	Small, trees & shrubs	558	
16	N/E	Davies Way	Davies Way	Authority	Medium, turf & trees	6,399	
17	N/E	Davies Way	Arapahoe	COA right of way	Large, 9 trees, 2 shrubs, turf	1,742	North
18	West	Aurora Parkway	Brianwood	Authority	Tiny, shrubs	61	
19		Arapahoe Road	E-470 to Roxbury Drive	COA right of way	Large, Xeriscape w/shrubs	13,162	
20		Arapahoe Road	Roxbury Drive to Glasgow	COA right of way	Large, Xeriscape w/shrubs	15,835	
21		Arapahoe Road	Glasgow to Aurora Parkway	COA right of way	Large, Xeriscape w/shrubs	22,518	
22		Arapahoe Road	Aurora Parkway to Tallyn's Reach Parkway	COA right of way	Large, Xeriscape w/shrubs	40,073	
23		Arapahoe Road	Tallyn's Reach Parkway to Davies	COA right of way	Large, Xeriscape w/shrubs	41,486	
24		Arapahoe Road	Davies to Smoky Hill	COA right of way	Large, Xeriscape w/shrubs	21,389	
25		S. Aurora Parkway	Brianwood to Plymouth	COA right of way	Large, Xeriscape w/shrubs	9,316	
26		S. Aurora Parkway	Plymouth to Arapahoe	COA right of way	Large, Xeriscape w/shrubs	6,647	
27		S. Aurora Parkway	Arapahoe to Glasgow	COA right of way	Large, Xeriscape w/shrubs	12,642	
28		S. Aurora Parkway	Glasgow to S. Coolidge Way	COA right of way	Large, Xeriscape w/shrubs	14,754	
29		S. Aurora Parkway	S Coolidge Way to Irish	COA right of way	Small, Xeriscape w/shrubs	4,063	
						<b>267,779</b>	<b>Total medians sq ft</b>
						<b>56,429</b>	<b>11 medians sq ft</b>

29	Total TTR medians
-2	Deeded to TRA
27	Net COA ROWs

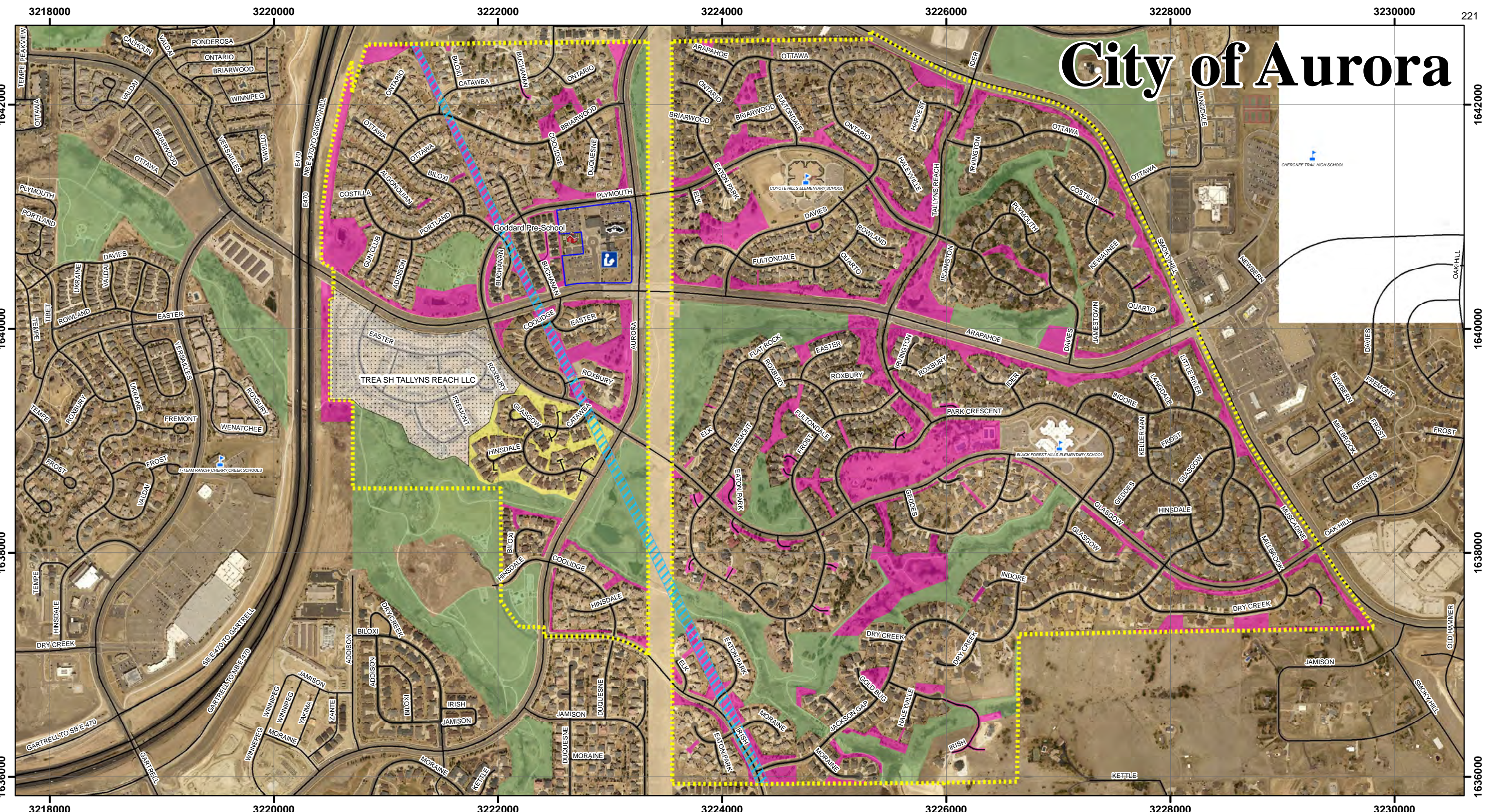
27	COA ROWs		
-3	Maintained by Fieldstone HOA	1,592	Square feet of medians maintained by Fieldstone HOA
-8	Installed and maintained by COA	170,427	Square feet of median xeriscaping installed and maintained by COA
-3	Converted by TRA to xeriscaping, maintained by TRA	31,458	Square feet of 3 medians converted to xeriscaping by TRA in 2022
-2	Converted by TRA to shrub beds, maintained by TRA	1,413	Square feet of 2 medians converted to shrubs & trees & mulch by TRA
11	Remaining medians maintained by TRA		

11	Remaining medians maintained by TRA	
56,429	Square feet of turf, trees, shrubs, flowers and some native grasses	56,429 square feet is 1.3 acres, uses about 2 acre feet of water
\$9,781	RWU Water costs for 11 remaining medians @ 18 gallons per sq ft	56,429 Sq ft x 18 gallons x \$9.63 per thousand gallons = \$9,781
\$3,225	Irrigation management costs for 11 remaining medians	43 Zones x \$75 per zone
\$9,583	*Landscaping costs for 11 remaining medians	Brightview annual cost = \$21,229 x 12 = \$254,748 for 1.5 million sq ft. Medians are 3.76% of total
\$2,717	Annual costs for tree maintenance (pine bark, emerald ash,aphid spraying) @ \$19 per	
\$30,000	Annual flower and shrub bed planting & mulch in 11 remaining medians	
143	# of trees in remaining 11 medians; 17 of which are dead or dying	
18	# of shrub beds in 11 remaining medians	
5	# of flower beds in 11 remaining medians	

**\$55,307** Costs for TRA to maintain 11 remaining medians. But not including costs for the 5 medians we have already converted to xeriscaping and shrub beds



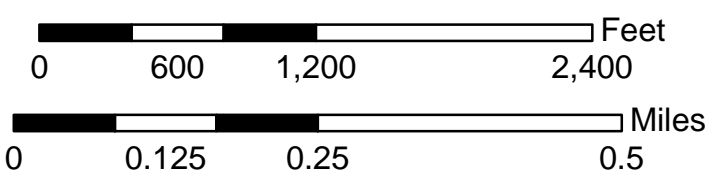
# City of Aurora



- Goddard Pre-School
- Aurora PD
- Schools
- Tallyns Reach Library
- Aurora City of Real Property Service
- \*\* Approximate Phillips 66 Pipeline Easement

- Tallyns Reach Boundary
- Fieldstone Common Ground
- City of Aurora
- TR Authority owner
- Xcel Energy

SCALE 1:10,000



North American Datum 1983  
State Plane Colorado Central  
US Feet

Date: 10 May 2021  
Source: <https://gis.arapahogov.com/ArapaMAP/>

NOTES  
\*\* Information does not qualify as public domain.



**Tallyn's Reach Authority**  
**Interim Claims**  
**From 03/09/23 to 07/11/23**

**Claims Paid via e-payment/bill.com**

<b>Vendor</b>	<b>Ref #</b>	<b>Description</b>	<b>Date</b>	<b>Total Amount</b>
American Awning Company	7446	Pool furniture	3/10/2023	325.00
Ark Ecological Services, LLC	3592	Native grass maintenance/upgrades	5/25/2023	2,809.08
Ark Ecological Services, LLC	3592	Beautification: native grasses management	5/25/2023	3,032.75
Ark Ecological Services, LLC	3594	Beautification: native grasses management	7/5/2023	12,535.70
Association Reserves	47446-OGA	Miscellaneous	4/20/2023	1,925.00
Belfor USA Group Inc.	1821363	Pool repairs	4/20/2023	8,689.75
Benjamin & Rachel Steele	Refund	General operations fees	6/9/2023	235.00
BJ Pell	Refund	Annual flowers	6/9/2023	239.97
BrightView Landscape	8424956	Landscape Contract	7/5/2023	1,382.50
BrightView Landscape	8424958	Landscape Contract	7/5/2023	1,382.50
BrightView Landscape	8424959	Landscape Contract	7/5/2023	1,382.50
BrightView Landscape	8424963	Landscape Contract	7/5/2023	1,382.50
BrightView Landscape	8424966	Landscape Contract	7/5/2023	1,382.50
BrightView Landscape	8437910	Landscape Contract	7/5/2023	1,382.50
BrightView Landscape	8299050	Snow removal	3/10/2023	3,742.00
BrightView Landscape	8413679	Beautification: mulch refresh	6/9/2023	6,452.81
BrightView Landscape	8308927	Winter watering	3/10/2023	7,200.00
BrightView Landscape	8336422	Winter watering	4/20/2023	7,200.00
BrightView Landscape	8411708	Tree and shrub maintenance	6/9/2023	7,348.76
BrightView Landscape	8297625	Snow removal	3/10/2023	7,960.00
BrightView Landscape	8448154	Landscape Contract	7/5/2023	8,280.00
BrightView Landscape	8330732	Trails upgrades	4/4/2023	10,293.23
BrightView Landscape	8421763	Monuments	7/7/2023	14,278.07
BrightView Landscape	8328677	Landscape Contract	4/4/2023	21,229.00
BrightView Landscape	8328678	Landscape Contract	4/4/2023	21,229.00
BrightView Landscape	8328668	Landscape Contract	4/11/2023	21,229.00
BrightView Landscape	8350047	Landscape Contract	4/20/2023	21,229.00
BrightView Landscape	8392282	Landscape Contract	5/25/2023	21,229.00
BrightView Landscape	8436778	Landscape Contract	7/5/2023	21,229.00
BrightView Landscape	8424625	Beautification: flowers & Shrubs	7/5/2023	25,007.11
BrightView Landscape	8418949	Annual flowers	6/9/2023	39,700.85
BrightView Landscape	8402055	Tree and shrub maintenance	5/25/2023	42,750.01
BrightView Landscape	8457215	Tree replacements	7/5/2023	46,555.15
BrightView Landscape	8361213	Beautification: mulch refresh	4/20/2023	49,989.54
CenturyLink	Jan-23	Telephone/access control	3/10/2023	310.99
CenturyLink	April-23	Telephone/access control	5/25/2023	405.82
CenturyLink	May-23	Telephone/access control	7/3/2023	405.82
CenturyLink	Feb-23	Telephone/access control	4/4/2023	409.46
CenturyLink	March-23	Telephone/access control	5/1/2023	409.46
CliftonLarsonAllen, LLP	3650262	Direct costs	5/2/2023	788.47
CliftonLarsonAllen, LLP	3570204	Direct costs	3/10/2023	827.02
CliftonLarsonAllen, LLP	3729202	Direct costs	7/5/2023	1,114.73
CliftonLarsonAllen, LLP	3570204	Mapping	3/10/2023	1,500.00
CliftonLarsonAllen, LLP	3570204	Billing	3/10/2023	2,383.33
CliftonLarsonAllen, LLP	3633614	Billing	4/20/2023	2,383.33
CliftonLarsonAllen, LLP	3650262	Billing	5/2/2023	2,383.33
CliftonLarsonAllen, LLP	3729202	Billing	7/5/2023	2,383.33
CliftonLarsonAllen, LLP	3582428	Accounting	3/10/2023	3,012.45
CliftonLarsonAllen, LLP	3570204	District Management	3/10/2023	3,391.66
CliftonLarsonAllen, LLP	3633614	District Management	4/20/2023	3,391.66
CliftonLarsonAllen, LLP	3650262	District Management	5/2/2023	3,391.66
CliftonLarsonAllen, LLP	3729202	District Management	7/5/2023	3,391.66
CliftonLarsonAllen, LLP	3633614	Direct costs	4/20/2023	3,497.38
CliftonLarsonAllen, LLP	3617555	Accounting	4/20/2023	4,156.89
CliftonLarsonAllen, LLP	3595224	Accounting	4/4/2023	4,905.86
CliftonLarsonAllen, LLP	3648496	Accounting	5/2/2023	6,371.66
CliftonLarsonAllen, LLP	3729203	Accounting	7/5/2023	6,679.30
CliftonLarsonAllen, LLP	3570204	Property management	3/10/2023	7,500.00
CliftonLarsonAllen, LLP	3633614	Property management	4/20/2023	7,500.00
CliftonLarsonAllen, LLP	3650262	Property management	5/2/2023	7,500.00
CliftonLarsonAllen, LLP	3729202	Property management	7/5/2023	7,500.00

Courtesy Plumbing & Heating	i11738	Pool repairs	4/20/2023	4,855.82
CPS Distributors	0009715990-001	Native grass maintenance/upgrades	4/4/2023	31.44
CPS Distributors	0010286381-001	Irrigation repairs	5/1/2023	50.55
CPS Distributors	0010194288-002	Irrigation repairs	5/1/2023	56.40
CPS Distributors	0009815865-001	Irrigation repairs	4/4/2023	80.44
CPS Distributors	0010412242-002	Irrigation repairs	5/25/2023	116.32
CPS Distributors	0010889554-001	Irrigation repairs	7/3/2023	153.68
CPS Distributors	0009728867-004	Irrigation repairs	4/4/2023	229.25
CPS Distributors	0009729156-003	Irrigation repairs	4/4/2023	257.35
CPS Distributors	0010172612-001	Irrigation repairs	5/1/2023	782.06
CPS Distributors	0010575521-002	Irrigation repairs	6/8/2023	1,135.82
CPS Distributors	0009724613-001	Native grass maintenance/upgrades	4/4/2023	1,218.81
CPS Distributors	0010194288-001	Irrigation repairs	5/1/2023	3,562.03
CPS Distributors	0009729156-001	Irrigation repairs	4/4/2023	4,510.81
CPS Distributors	0009728867-002	Native grass maintenance/upgrades	4/4/2023	6,932.76
Designscapes Colorado	54671	Monuments	5/2/2023	21,665.99
Designscapes Colorado	54860	Monuments	7/7/2023	23,835.53
Designscapes Colorado	54861	Monuments	7/7/2023	54,543.48
Designscapes Colorado	54670	Monuments	5/2/2023	55,101.72
ET Irrigation Management Specialist LLC	3456	Irrigation Maintenance	7/5/2023	115.39
ET Irrigation Management Specialist LLC	3359	Native grass reveg & turf conversions	4/20/2023	2,640.00
ET Irrigation Management Specialist LLC	3370	Irrigation Maintenance	5/25/2023	10,368.36
ET Irrigation Management Specialist LLC	3357	Irrigation updates	4/20/2023	12,300.00
ET Irrigation Management Specialist LLC	3317	Irrigation Maintenance	4/4/2023	13,564.00
ET Irrigation Management Specialist LLC	3356	Irrigation Maintenance	4/20/2023	13,564.00
ET Irrigation Management Specialist LLC	3407	Irrigation Maintenance	5/25/2023	13,564.00
ET Irrigation Management Specialist LLC	3482	Irrigation management	7/5/2023	13,564.00
ET Irrigation Management Specialist LLC	3358	Native grass reveg & turf conversions	4/20/2023	13,904.00
Heatherly Creative LLC	15	Website	5/25/2023	300.00
Idea Law Group LLC	ILG44384	Legal collections	4/4/2023	7.26
IMEG	21008104.03	Storm drainage	3/10/2023	350.00
IMEG	21008104.01-7	Retaining walls	3/10/2023	490.00
IMEG	21008104.01-9	Retaining walls	5/25/2023	1,225.00
IMEG	21008104.01-8	Retaining walls	4/20/2023	2,133.70
MFish Graphics LLC	1317	Beautification: wood posts maintenance	7/5/2023	240.00
MFish Graphics LLC	1311	Signage	4/4/2023	2,396.50
MFish Graphics LLC	1315	Beautification: wood posts maintenance	6/27/2023	24,153.50
Orten Cavanagh Holmes & Hunt LLC	132639	Legal collections	5/25/2023	5.14
Orten Cavanagh Holmes & Hunt LLC	132037	Legal collections	5/25/2023	55.00
Orten Cavanagh Holmes & Hunt LLC	133220	Legal collections	7/5/2023	79.76
Patio Contract	380833	Pool furniture	3/31/2023	56,292.96
Radiant Lighting Services Inc.	12144.1A	Lighting/electrical repairs	3/10/2023	170.00
Radiant Lighting Services Inc.	12144.3A	Lighting/electrical repairs	5/25/2023	170.00
Radiant Lighting Services Inc.	12144.4A	Lighting/electrical repairs	7/5/2023	170.00
Radiant Lighting Services Inc.	12144.2A	Lighting/electrical repairs	4/20/2023	184.78
Rocky Mountain Flag Company LLC	19748	Flag maintenance	4/20/2023	580.09
Special District Association	2023 Dues #2	Dues and licenses	3/10/2023	490.74
Special District Association	2023 Dues #3	Dues and licenses	3/10/2023	491.02
Special District Association	2023 Dues Auth	Dues and licenses	3/10/2023	1,237.50
The Dessert Stand	3670	Events	7/5/2023	2,276.61
UMB Bank N.A.	948387	Paying Agent Fees	7/5/2023	400.00
Veteran Guardians LLC	INV-1116	Security	3/10/2023	240.00
Waste Management of Denver	2068182-0178-5	Trash removal	4/4/2023	617.64
Waste Management of Denver	2104065-0178-8	Trash removal	5/1/2023	763.69
Waste Management of Denver	2174377-0178-2	Trash removal	7/3/2023	763.69
Waste Management of Denver	2139284-0178-4	Trash removal	5/25/2023	779.01
White Bear Ankele Tanaka & Waldron	28189	Election costs	7/5/2023	27.16
White Bear Ankele Tanaka & Waldron	27209	Election costs	5/2/2023	115.31
White Bear Ankele Tanaka & Waldron	27699	Election costs	5/25/2023	461.25
White Bear Ankele Tanaka & Waldron	26716	Election costs	4/4/2023	589.38
White Bear Ankele Tanaka & Waldron	27699	Legal	5/25/2023	3,570.41
White Bear Ankele Tanaka & Waldron	28189	Legal	7/5/2023	4,801.96
White Bear Ankele Tanaka & Waldron	26716	Legal	4/4/2023	7,233.12
White Bear Ankele Tanaka & Waldron	27209	Legal	5/2/2023	9,301.72
Xcel Energy	April-23	Gas and electric	6/9/2023	777.48
Xcel Energy	March-23	Gas and electric	5/2/2023	881.29
Xcel Energy	Jan-23	Gas and electric	4/4/2023	901.37
Xcel Energy	Feb-23	Gas and electric	4/20/2023	1,040.23
Xcel Energy	May-23	Gas and electric	7/5/2023	3,647.05
YMCA of Metropolitan Denver	012023-TR	Pest control	3/10/2023	77.28

YMCA of Metropolitan Denver	012023-TR	Indoor building maintenance	3/10/2023	124.95
YMCA of Metropolitan Denver	032023-TR	Pest control	5/2/2023	154.56
YMCA of Metropolitan Denver	022023-TR	Indoor building maintenance	4/20/2023	255.19
YMCA of Metropolitan Denver	012023-TR	Security	3/10/2023	261.77
YMCA of Metropolitan Denver	022023-TR	Security	4/20/2023	261.77
YMCA of Metropolitan Denver	012023-TR	Janitorial/housekeeping	3/10/2023	300.00
YMCA of Metropolitan Denver	042023-TR	Janitorial/housekeeping	6/9/2023	300.00
YMCA of Metropolitan Denver	032023-TR	Indoor building maintenance	5/2/2023	434.33
YMCA of Metropolitan Denver	032023-TR	Security	5/2/2023	548.56
YMCA of Metropolitan Denver	032023-TR	Janitorial/housekeeping	5/2/2023	600.00
YMCA of Metropolitan Denver	042023-TR	Security	6/9/2023	847.47
YMCA of Metropolitan Denver	042023-TR	Pool chemicals	6/9/2023	930.00
YMCA of Metropolitan Denver	042023-TR	Indoor building maintenance	6/9/2023	2,507.25
YMCA of Metropolitan Denver	012023-TR	Clubhouse and district managment	3/10/2023	2,774.00
YMCA of Metropolitan Denver	022023-TR	Clubhouse and district managment	4/20/2023	2,774.00
YMCA of Metropolitan Denver	032023-TR	Clubhouse and district managment	5/2/2023	2,774.00
YMCA of Metropolitan Denver	042023-TR	Clubhouse and district managment	6/9/2023	49,382.73

**TOTAL**\$ 998,537.24**Claims Paid via ACH**

Aurora Water	Feb-23	Water/sewer	3/15/2023	1,352.30
Aurora Water	March-23	Water/sewer	4/15/2023	1,196.97
Aurora Water	April-23	Water/sewer	5/15/2023	4,295.53
Aurora Water	May-23	Water/sewer	6/15/2023	16,960.23

**TOTAL**\$ 23,805.03

Grand Total

\$ 1,022,342.27



**TALLYN'S REACH AUTHORITY**  
**FINANCIAL STATEMENTS**  
**MAY 31, 2023**

**Tallyns Reach Authority**  
**Balance Sheet - Governmental Funds**  
**May 31, 2023**

	<u>General</u>	<u>Capital Projects</u>	<u>Total</u>
<b>Assets</b>			
Checking Account	\$ 691,930.32	\$ -	\$ 691,930.32
Colotrust	146,524.58	551,783.12	698,307.70
Colotrust Edge	-	517,934.77	517,934.77
Accounts Receivable	85,908.93	-	85,908.93
<b>Total Assets</b>	<u>\$ 924,363.83</u>	<u>\$ 1,069,717.89</u>	<u>\$ 1,994,081.72</u>
<b>Liabilities</b>			
Accounts Payable	\$ 283,149.16	\$ -	\$ 316,359.12
Prepaid Owner Fees	39,427.83	-	39,427.83
<b>Total Liabilities</b>	<u>322,576.99</u>	<u>-</u>	<u>355,786.95</u>
<b>Fund Balances</b>	<u>601,786.84</u>	<u>1,069,717.89</u>	<u>1,638,294.77</u>
<b>Liabilities and Fund Balances</b>	<u>\$ 924,363.83</u>	<u>\$ 1,069,717.89</u>	<u>\$ 1,994,081.72</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 May 31, 2023**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 10,000	\$ 1,525	\$ 8,475
Other revenue	1,000	20,706	(19,706)
General operations fees - Homes	1,695,760	840,506	855,254
General operations fees - Apartments	434,520	217,260	217,260
Clubhouse rental	25,000	8,685	16,315
Legal/late/collection income	-	671	(671)
Penalties	-	18,800	(18,800)
Pool keys	1,000	50	950
Transfer from TRMD No. 2	250,000	-	250,000
Transfer from TRMD No. 3	250,000	-	250,000
<b>Total Revenue</b>	<u>2,667,280</u>	<u>1,108,203</u>	<u>1,559,077</u>
EXPENDITURES			
Administration			
Accounting	48,400	24,409	23,991
Billing	28,600	11,917	16,683
Auditing	12,000	-	12,000
Authority management	40,700	16,958	23,742
Dues and membership	3,500	2,220	1,280
Election	18,950	2,015	16,935
Insurance	26,000	28,873	(2,873)
Administrative legal services	50,000	14,450	35,550
Authority mapping services	10,000	1,500	8,500
Miscellaneous	5,000	1,785	3,215
Website	1,500	300	1,200
<b>Total Administration expenses</b>	<u>244,650</u>	<u>104,427</u>	<u>140,223</u>
Operations			
Property management	90,000	37,500	52,500
Operations legal services	50,000	15,203	34,797
Legal collections	20,000	603	19,397
Direct costs - postage, mailing, mileage, etc	25,000	9,297	15,703
Engineering	50,000	-	50,000
<b>Total Operations expenses</b>	<u>235,000</u>	<u>62,603</u>	<u>172,397</u>
Grounds			
Flag maintenance	5,000	665	4,335
Fountain maintenance	1,000	-	1,000
Seasonal decor	20,000	-	20,000
Lighting/electrical repairs	5,000	707	4,293
Landscape management	291,338	121,337	170,001
Annual flowers	30,000	39,941	(9,941)
Irrigation repairs	75,000	13,459	61,541
Irrigation management	92,904	37,611	55,292
Pest control	23,000	232	22,769
Miscellaneous common area maintenance	7,000	-	7,000
Retaining walls	5,000	-	5,000
Retention/Detention ponds maintenance	25,000	-	25,000
Tree maintenance	110,000	57,932	52,068
Perennial bed maintenance	30,000	-	30,000

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 Statement of Revenues, Expenditures and Changes in**  
**Fund Balances - Budget and Actual**  
**For the Period Ending May 31, 2023**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Snow removal	83,250	40,948	42,303
Winter watering	36,000	14,400	21,600
Beautification: native grasses management	100,000	3,033	96,967
Beautification: flowers & shrubs	200,000	25,007	174,993
Beautification: wood posts maintenance	30,000	24,153	5,847
Beautification: mulch refresh	30,000	56,443	(26,443)
Total Grounds expenses	<u>1,199,492</u>	<u>435,868</u>	<u>763,624</u>
Recreation			
Pool contract	165,738	87,889	77,849
Pool repairs	20,000	1,011	18,989
Pool chemicals	15,000	1,998	13,002
Pool furniture	60,000	56,618	3,382
Pool equipment	5,000	-	5,000
Kiddie pool	5,000	-	5,000
Clubhouse management	33,295	11,096	22,199
Storage building/Pool house	2,000	-	2,000
Security	-	1,911	(1,911)
Clubhouse maintenance supplies	3,000	-	3,000
Indoor building maintenance	5,000	7,030	(2,029)
Outside building maintenance	5,000	-	5,000
Trash removal	8,000	2,880	5,119
Janitorial/housekeeping	7,000	1,500	5,500
Playground equipment	1,000	-	1,000
Telephone/access control	6,000	1,942	4,058
Supplies other	5,000	-	5,000
Tennis court maintenance	2,000	-	2,000
Events	4,000	-	4,000
Total Recreation expenses	<u>352,033</u>	<u>173,875</u>	<u>178,158</u>
Utilities			
Water	325,000	24,862	300,138
Gas	20,000	7,247	12,753
Total Utilities expenses	<u>345,000</u>	<u>32,109</u>	<u>312,891</u>
<b>TOTAL EXPENDITURES</b>	<u><b>2,376,175</b></u>	<u><b>808,882</b></u>	<u><b>1,567,293</b></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)	299,321	(308,216)
Fund Balance - Beginning	215,562	302,466	(86,904)
Fund Balance - Ending	<u>\$ 206,667</u>	<u>\$ 601,787</u>	<u>\$ (395,120)</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 May 31, 2023**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 10,000.00	\$ 22,454.43	\$ (12,454.43)
Other revenue	-	114,731.72	(114,731.72)
Total Revenue	<u>10,000.00</u>	<u>137,186.15</u>	<u>(127,186.15)</u>
Expenditures			
Irrigation updates	70,000.00	12,300.00	57,700.00
Retaining walls	150,000.00	3,848.70	146,151.30
Tree replacements	200,000.00	-	200,000.00
Native grass maintenance/upgrades	50,000.00	5,449.08	44,550.92
Signage	30,000.00	24,062.49	5,937.51
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	20,431.01	54,568.99
Monuments	-	55,101.72	(55,101.72)
Picnic tables & park benches	5,000.00	-	5,000.00
Trails upgrades	5,000.00	10,293.23	(5,293.23)
Streets	100,000.00	-	100,000.00
Storm drainage	-	1,820.00	(1,820.00)
Total Expenditures	<u>715,000.00</u>	<u>133,306.23</u>	<u>581,693.77</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)	3,879.92	(408,879.92)
Fund Balance - Beginning	1,054,713.00	1,065,837.97	(11,124.97)
Fund Balance - Ending	<u>\$ 649,713.00</u>	<u>\$ 1,069,717.89</u>	<u>\$ (420,004.89)</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 July 11, 2023

	<u>General Fund</u>	<u>Capital Fund</u>	<u>Total</u>
<b><u>1st Bank Checking</u></b>			
Balance as of 05/31/23	\$ 691,930.32	\$ -	\$ 691,930.32
Subsequent activities:			
06/08/23 - Bill.com Payables	(108,798.14)	-	(108,798.14)
06/27/23 - Bill.com Payables	(24,153.50)	-	(24,153.50)
06/29/23 - Aurora Water autopay	(16,960.23)	-	(16,960.23)
06/29/23 - Transfer to Colotrust	(200,000.00)	-	(200,000.00)
06/30/23 - June Operations Fees Deposits	34,765.44	-	34,765.44
06/30/23 - PNP Deposits in-transit	4,815.81	-	4,815.81
07/05/23 - Bill.com Payables	(215,718.03)	(46,555.15)	(262,273.18)
07/07/23 - July Operations Fees Deposits	7,990.00	-	7,990.00
<i>Anticipated Transfer from Colotrust</i>	100,000.00	-	100,000.00
<i>Anticipated Transfer from Colotrust Edge</i>	-	46,555.15	46,555.15
<i>Anticipated Bill.Com Payables</i>	(263,905.05)	-	(263,905.05)
<b><i>Anticipated Balance</i></b>	<b><u>\$ 9,966.62</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 9,966.62</u></b>
 <b><u>ColoTrust</u></b>			
Balance as of 05/31/23	\$ 146,524.58	\$ 551,783.12	\$ 698,307.70
Subsequent activities:			
06/30/23 - Transfer from 1st Bank	200,000.00	-	200,000.00
06/30/23 - Interest income	643.72	2,389.82	3,033.54
<i>Anticipated Transfer from Tallyn's Reach MD No. 2</i>	250,000.00	-	250,000.00
<i>Anticipated Transfer from Tallyn's Reach MD No. 3</i>	250,700.00	-	250,700.00
<i>Anticipated Transfer from Colotrust Edge</i>	-	300,000.00	300,000.00
<i>Anticipated Interfund Transfer</i>	(300,000.00)	300,000.00	-
<i>Anticipated Transfer to 1st Bank</i>	(100,000.00)	-	(100,000.00)
<b><i>Anticipated Balance</i></b>	<b><u>\$ 447,868.30</u></b>	<b><u>\$ 1,154,172.94</u></b>	<b><u>\$ 1,602,041.24</u></b>
 <b><u>ColoTrust Edge</u></b>			
Balance as of 05/31/23	\$ -	\$ 517,934.77	\$ 517,934.77
Subsequent activities:			
06/30/23 - Interest income	-	1,591.31	1,591.31
<i>Anticipated Transfer to Colotrust</i>	-	(300,000.00)	(300,000.00)
<i>Anticipated Transfer to 1st Bank</i>	-	(46,555.15)	(46,555.15)
<b><i>Anticipated Balance</i></b>	<b><u>\$ -</u></b>	<b><u>\$ 172,970.93</u></b>	<b><u>\$ 172,970.93</u></b>
<b><i>Total Anticipated Balances</i></b>	<b><u>\$ 457,834.92</u></b>	<b><u>\$ 1,327,143.87</u></b>	<b><u>\$ 1,784,978.79</u></b>

**Yield Information @ 05/31/23:**

Colotrust Plus - 5.2246%  
Colotrust Edge - 4.9629%



**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.

Potential spaces to convert going into 2024									
Priority	Controller & Zone	Address Nearby	Square Footage	Plant	Water Requirement	Estimated Water Savings	Project Cost	Space	
2A	C20 Z56,57,61,62,64,66,67	24990 E Roxbury Pl	24,102		421,785.00	421,785.00			Large along Arapahoe east of Tallyn's
2A	C20 Z65	25043 E Roxbury Pl	1,811		31,692.50	31,692.50	\$	8,710.00	E Roxbury down to Arapahoe (covers storm drain)
2B	Controller Z3	24446 E Fremont Dr	12,226		213,955.00	213,955.00	\$	4,370.00	Connects Fremont to S Fultondale Court
2C	C33 Z68	27629 E Moraine Pl	2,951		51,642.50	51,642.50	\$	1,350.00	?????????
2D	C17 Z39	7044 S Fultondale Ct	2,026		35,455.00	35,455.00	\$	2,400.00	covers storm drain Fultondale down to Arapahoe
2E	F8 Middle Z32	7181 S Coolidge Ct	2,649		46,357.50	46,357.50	\$	900.00	corner of Roxbury & Coolidge
2F	F8 South Z16 & 19	23952 E Roxbury Pl	6,273		109,777.50	109,777.50			Behind Harry's house
						910,665.00	\$	17,730.00	
Smaller projects to get rid of unnecessary spaces									
3	C5 Z1,5	23600 E Portland Wy	1,907		33,372.50	33,372.50	\$	2,400.00	NW corner Plymouth & Portland
3B	C3 Z8	6979 S Buchanan St	561		9,817.50	3,366.00	\$	440.00	Mini park?
3C	C3 Z20	6949 S Buchanan St	387		6,772.50	2,322.00	\$	280.00	Mini park?
3D	C14 Z1	25120 E Ottawa Dr	187		3,272.50	1,122.00	\$	280.00	By mailboxes on Ottawa
3E	C33 Z37	7573 S Grand Baker Ct	142		2,485.00	852.00	\$	160.00	covers storm drain Grand Baker so Sampson Gulch Trail ?
3F	C33 Z7	7501 S Jackson Gap	120		2,100.00	720.00	\$	320.00	walkway S Jackson down to Sampson Gulch
3G	C33 Z64	7627 S Haleyville St	116		2,030.00	696.00	\$	160.00	walkway Haleyville down to Sampson Gulch
						50,772.00	\$	4,040.00	
Projects lower on our priority list						155,559.50	\$	4,970.00	
4	C27 Z27	25027 E Geddes Cir	8,322		145,635.00	145,635.00	\$	3,500.00	covers storm drain Glasgow Place to Geddes circle.
7	C35 Z61	7470 S Eaton Park Way	863		15,102.50	5,178.00	\$	1,470.00	Eaton Park down trail to Sampson Gulch