

TALLYN’S REACH AUTHORITY
www.TallynsReachMetroDistrict.com

NOTICE OF REGULAR MEETING AND AGENDA

DATE: September 19, 2023
TIME: 6:00 p.m.
LOCATION: THIS MEETING WILL BE HELD BY VIDEO/TELEPHONIC MEANS WITHOUT ANY INDIVIDUALS (NEITHER DISTRICT REPRESENTATIVES NOR THE GENERAL PUBLIC) ATTENDING IN PERSON

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_ZTMwOGJhMzEtZTM3ZC00YjY4LTlhMTktMmE2OTA2MWMyM2E4%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: 574 905 224#

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

I. ADMINISTRATIVE MATTERS

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

II. PUBLIC COMMENT

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

III. CONSENT AGENDA

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

- A. Approval of Minutes of the Regular Meeting on July 18, 2023 (enclosure).
- B. Ratify approval of Tenth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc. for Glasgow bed renovations in the amount of \$15,860.73 (enclosure).
- C. Ratify approval of Eleventh Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc. for filling of tree gator bags in the amount of \$9,000.00 (enclosure).
- D. Ratify approval of Twelfth Addendum to Independent Contractor Agreement with Brightview Landscape Services, Inc. for flagstone removal and reset in the amount of \$1,959.61 (enclosure).
- E. Ratify approval of Independent Contractor Agreement with Radiant Lighting Services, Inc. for irrigation electrical services in the amount of \$19,867.25 (enclosure).
- F. Ratify approval of 2022 Audit extension (enclosure).

IV. LEGAL MATTERS

- A. Discuss new legislation (enclosure).

V. FINANCIAL MATTERS

- A. Review and consider approval of claims for period ending September 12, 2023, in the amount of \$592,137.82 (enclosure).
- B. Review and consider approval of unaudited financial statements as of July 31, 2023, and schedule of cash position updated as of September 13, 2023 (enclosure).
- C. Review and consider accepting 2022 Draft Audit, authorize execution of Representation Letter, and authorize its submittal (enclosure).

VI. MANAGER MATTERS

- A. Update on electrical vehicle charging stations.
- B. IMEG update.
- C. Landscape update.

- D. Update on resident survey.
- E. Glasgow tree and irrigation discussion.
 - a. YTD August water usage report.
- F. Discussion about pool signage and rewards.
 - a. Report on potential new vendor.
- G. Review and consider approval of snow removal proposal for 2023-2024 season from Brightview Landscape Services, Inc. (enclosure).
 - a. Discuss potential of City of Aurora allowing snow removal on its streets within the Community.
- H. Review and consider approval of proposal for cul-de-sac pavement repair.
 - a. Concrete pavement option (enclosure).
 - b. Asphalt pavement option (enclosure).

VII. OTHER MATTERS

- A. **Authority:** Next Board meeting has been moved from November 21, 2023, to November 14, 2023 at 6:00 p.m.

VIII. EXECUTIVE SESSION

- A. Executive session of the Board of Directors for the purpose of receiving legal advice pursuant to Section 24-6-402(4)(b), Colorado Revised Statutes, as it relates to ongoing litigation with Trea Sh Tallyn's Reach LLC, and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and instructing negotiators as it relates to ongoing landscape maintenance negotiations with the City of Aurora pursuant to § 24-6-402(4)(e), Colorado Revised Statutes.

IX. ADJOURNMENT

The next meeting is scheduled for November 14, 2023 at 6:00 p.m.

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TALLYN'S REACH AUTHORITY HELD JULY 18, 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, July 18, 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, attending in person

Harry Yosten, Treasurer

Mike Dell'Orfano, Assistant Secretary, attending in person

Brian Crandall, Assistant Secretary, attending in person

Also in Attendance Were:

Jon L. Wagner, Esq.; White Bear Ankele Tanaka & Waldron ("WBA")
Celeste Terrell and Shauna D'Amato (attending in person), Terri Boroviak, and Nic Carlson (for a portion of the meeting);
CliftonLarsonAllen LLP ("CLA")

Bill Barcus; Tallyn's Reach MD 2 Board Member

Brian Baisch; Tallyn's Reach MD 2 Board Member

Julie Huygen; Tallyn's Reach MD 3 Board Member

Taylor Goertz; IMEG Corp. ("IMEG")

Isabell Rodau; YMCA

ADMINISTRATIVE MATTERS

Call to Order: The meeting was called to order at 6:38 p.m.

Agenda: Following review and discussion, upon a motion duly made by Director Pell, seconded by Director Crandall and, upon vote, unanimously carried, the Board approved the Agenda, as amended, to move the Legal Matters to be discussed in Executive Session, add YMCA pool report under Managers Matters, and add council member eblast discussion under Other Matters.

Disclosures of Potential Conflicts of Interest: Attorney Wagner advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Attorney Wagner reported that disclosures for those directors that provided WBA with notice of potential or existing conflicts of interest

RECORD OF PROCEEDINGS

were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Attorney Wagner 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.

APPOINTMENT OF OFFICERS

Appointment of Officers: Following discussion, upon a motion duly made by Director Dell'Orfano, seconded by Director Crandall and, upon vote, unanimously carried, the Board appointed the Directors to the following offices:

<u>Office</u>	
President	Harry Yosten
Vice-President / Assistant Secretary	David Patterson
Treasurer	BJ Pell
Assistant Secretary	Brian Crandall
Assistant Secretary	Mike Dell'Orfano

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 Pell, seconded by Director Yosten and, upon vote, unanimously carried, the following items on the Consent Agenda were approved, ratified and/or adopted, as appropriate, except for Item L., which was removed and addressed under Manager Matters / IMEG Update.

- A. Approval of Minutes of the Special Meeting on March 14, 2023.
- 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.
- 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.
- 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.

RECORD OF PROCEEDINGS

- 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.
- 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.
- G. Ratify approval of Independent Contractor Agreement with Brightview Landscape Services, Inc. for Landscape Maintenance on City Owned Property for 2023 Season.
- H. Ratify approval of Independent Contractor Agreement with Colorado Designsapces, Inc. for Monument Landscaping in the amount of \$23,916.08.
- 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.
- J. Ratify approval of First Addendum to Independent Contractor Agreement with MFish Graphics for Sign Updates in the amount of \$48,307.00.
- K. Ratify approval of Independent Contractor Agreement with Schedio Group, LLC for Engineering Services.
- L. Ratify approval of bid for retaining wall project and awarding of bid.

LEGAL MATTERS

Updates with City of Aurora:

- A. Sample COA Tree Survey
- B. Spreadsheet of COA Status of Trees
- C. COA Disputed Maintenance Areas
- D. Spreadsheet of Median Areas in Tallyn's Reach
- E. Map of Ownership

All Legal Matters were discussed in Executive Session later in the meeting.

FINANCIAL MATTERS

Claims: Ms. Boroviak provided an overview of the claims for period ending July 11, 2023, in the amount of \$1,022,342.27. Following review and discussion, upon a motion duly made by Director Yosten, seconded by Director Pell and, upon vote, unanimously carried, the Board approved the claims as presented.

Unaudited Financial Statements and Schedule of Cash Position:

Ms. Boroviak reviewed the unaudited financial statements as of May 31, 2023 and the schedule of cash position updated as of July 11, 2023.

RECORD OF PROCEEDINGS

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 May 31, 2023 and the schedule of cash position updated as of July 11, 2023, as presented.

MANAGER MATTERS

Electrical Vehicle Charging Stations: Ms. Terrell explained that new Federal funding may be available to cover costs to add electrical vehicle charging stations at the Tallyn's Reach Clubhouse parking lot. The Board would like staff of CLA to further explore this.

IMEG Update: Mr. Goertz provided an update to the Board on the retaining wall project. Three bids were received and his recommendation to award the contract would be to Chavez Services LLC in the amount of \$144,757.00. The City of Aurora has asked IMEG to provide authorization from the previous construction company who completed the amendment to the original construction plans. The Board requested that if there is not any progress in obtaining this approval, to reach out the Directors Yosten and Patterson to assist. Mr. Goertz noted that the project will take approximately 75 days for final approval. Following discussion, upon a motion duly made by Director Yosten, seconded by Director Pell and, upon vote, unanimously carried, the Board approved to award the retaining wall project to Chavez Services LLC for an amount of \$144,757.00.

Mr. Goertz provided an update on the stormwater project and the creation of the informational packet. He would like to have CLA and legal counsel do a final review.

Landscape Updates:

Turf Conversion Projects: Ms. Terrell provided an update on turf conversion projects, stating that turf conversion site, priority 1A, has not been approved by Aurora Water for rebates. However, the Authority has reached its lifetime maximum rebate amount. Ms. Terrell recommended moving forward with completing the turf conversion in priority 1A and negotiating increasing the lifetime maximum with Aurora Water. The Board directed CLA to move forward with this recommendation. The Board also directed CLA to stop irrigating 2024 turf conversion sites now to save water usage and install signs at these areas to notify owners of the upcoming project.

RECORD OF PROCEEDINGS

Cactus Garden: Ms. Terrell reported that the Colorado Cactus and Succulent Society would like to put in a cactus garden at the Tallyn's Reach Clubhouse, with all costs being covered by a grant. The Board approved the installation of a cactus garden.

Ash Borer Treatments: Ms. Terrell reported that she is working with an independent arborist on the Ash Borer treatments for the Authority owned ash trees.

Positive Feedback on Landscaping: Ms. Terrell reported that CLA has received positive feedback this year on the landscaping.

Irrigation Controller Electrical Line Replacement: Ms. Terrell reviewed the proposal from Radiant Lighting and explained that an electrical line for one of the irrigation controllers will need to be replaced. ET Irrigation recommended fully replacing the electrical line as opposed to converting the controller to a solar powered option due to the potential costly repairs needed to be done in the future. Following discussion, upon a motion duly made by Director Pell, seconded by Director Crandall and, upon vote, unanimously carried, the Board approved the proposal from Radiant Lighting. Ms. Terrell noted that nearby homeowners have authorized the Authority to use their electricity to run the irrigation controller until repairs have been made. The Board directed CLA to send these homeowners a thank you gift.

Authority Maintenance of Non-Owned Spaces: Director Yosten explained that there are areas along Glasgow that belong to the adjacent homeowner, but the Authority has been maintaining. There is also a small monument area and shrub bed on Glasgow that belongs to the homeowner that the Authority has also been maintaining. Discussion ensued on how to proceed. The Board determined to continue to water, mow and remove snow from these areas, and directed legal counsel to investigate further on any legal issues in doing so.

Resident Survey: The Board directed CLA to investigate the cost of an updated survey to be done after the reserve study is completed.

Pool Update: Ms. Rodau provided an update on repairs that have been completed and the pool usage.

OTHER MATTERS

Eblast to Community: Director Patterson explained that council member Francoise Bergan requested that her contact information and

RECORD OF PROCEEDINGS

information about herself be sent to the community via Eblast. Following discussion, the approved sending of the Eblast.

Authority – Quorum for Next Regular Board Meeting on September 19, 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 a motion duly made by Director Crandall, seconded by Director Pell and, upon vote, unanimously carried, the Board convened in Executive Session at 8:32 p.m. for the purpose of receiving legal advice related to ongoing landscape maintenance.

The Board reconvened in public session at 8:44 p.m.

ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Dell’Orfano, seconded by Director Crandall and, upon vote, unanimously carried, the Board adjourned the meeting at 8:45 p.m.

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

Secretary for the Meeting – Tallyn’s Reach Authority

**TENTH ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(Glasgow Bed Renovations)**

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

RECITALS:

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Landscape Management)*, dated December 10, 2022, and that *First Addendum to Independent Contractor Agreement (2023 Annual Flowers)*, dated March 21, 2023, and that *Second Addendum to Independent Contractor Agreement (Mulch Top Dressing)*, dated March 21, 2023, and that *Third Addendum to Independent Contractor Agreement (2023 Perennial Flowers)*, dated March 21, 2023, and that *Fifth Addendum to Independent Contractor Agreement (2023 Plant Heath Care)*, dated March 26, 2023, and that *Sixth Addendum to Independent Contractor Agreement (Tree Replacements)*, dated March 26, 2023, and that *Seventh Addendum to Independent Contractor Agreement (Turf to Native Conversion)*, dated May 30, 2023, (collectively the “**Agreement**”) and that *Eighth Addendum to Independent Contractor Agreement (Top Dress E Frost Dr and Native to Cobble Arapahoe Rd)*, dated May 30, 2023; and that *Ninth Addendum to Independent Contractor Agreement (Crusher Fines Path Repair)*, dated June 12, 2023 (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 Tenth 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 Tenth Addendum, all terms and provisions of the Agreement shall remain in full force and effect.

4. COUNTERPART EXECUTION. This Tenth 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 Tenth 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 Billing Address	Tallyn's Reach Authority 370 Interlocken Blvd Ste 500 Broomfield, CO 80021

Project Name Glasgow Bed Renovation
Project Description Glasgow Bed Renovation (see attached map for areas)

Scope of Work

Irrigation will be done at time and material rates and added to the total cost of this bid.

No new edging will be installed. Existing edging will remain in place.

QTY	UoM/Size	Material/Description	Total
Misc.			\$1,237.47
1.00	LUMP SUM	Drive Time Labor	
1.00	LUMP SUM	Dump Rate	
1.00	LUMP SUM	Freight/Delivery	
Bed #1			\$4,380.79
1.00	LUMP SUM	Removal of plant material	
1.00	EACH	CRABAPPLE, PRAIRIEFIRE - 2" Deciduous Tree Installed	
13.00	EACH	SPIREA, ANTHONY WATERER - 5 gal. Shrub/Perennial Installed	
12.00	EACH	MANZANITA, PANCHITO - 5 gal. Shrub/Perennial Installed	
12.00	EACH	CATMINT, WALKERS LOW - 1 gal. Shrub/Perennial Installed	
4.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed	
Bed #2			\$3,703.49
1.00	LUMP SUM	Removal of plant material	
11.00	EACH	SPIREA, ANTHONY WATERER - 5 gal. Shrub/Perennial Installed	
15.00	EACH	MANZANITA, PANCHITO - 5 gal. Shrub/Perennial Installed	
10.00	EACH	CATMINT, WALKERS LOW - 1 gal. Shrub/Perennial Installed	
4.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed	
Bed #3			\$3,002.38
1.00	LUMP SUM	Removal of plant material	

THIS IS NOT AN INVOICE

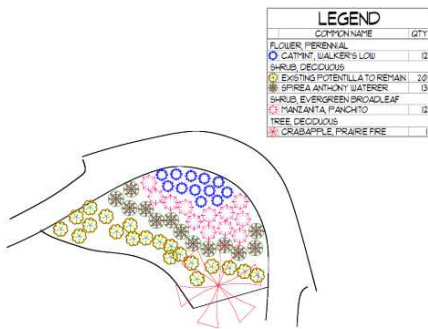
This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
8888 Molsenbocker Road, Suite A, Parker, CO 80134 ph. (303) 841-3003 fax (303) 841-3177

Proposal for Extra Work at Tallyn's Reach Authority

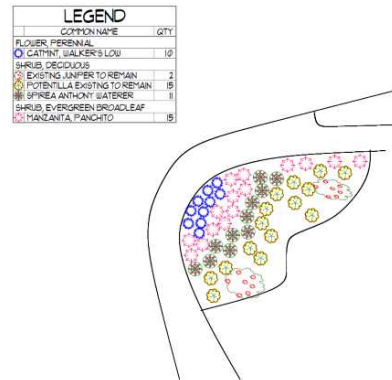
12.00	EACH	SPIREA, ANTHONY WATERER - 5 gal. Shrub/Perennial Installed
9.00	EACH	MANZANITA, PANCHITO - 5 gal. Shrub/Perennial Installed
14.00	EACH	CATMINT, WALKERS LOW - 1 gal. Shrub/Perennial Installed
3.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed
Bed #4		
		\$3,536.60
1.00	LUMP SUM	Removal of plant material
13.00	EACH	SPIREA, ANTHONY WATERER - 5 gal. Shrub/Perennial Installed
10.00	EACH	MANZANITA, PANCHITO - 5 gal. Shrub/Perennial Installed
10.00	EACH	CATMINT, WALKERS LOW - 1 gal. Shrub/Perennial Installed
5.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed

Images

Glasgow Bed 1 Design



Glasgow Bed 2 design



Revision #:	Scale:	Landscape Plan: Glasgow / E. Geddes Cir.	Landscape Design by: Sara Rutman
Date: 7/12/2023	1" = 10'	Glasgow Bed #1	Brightview

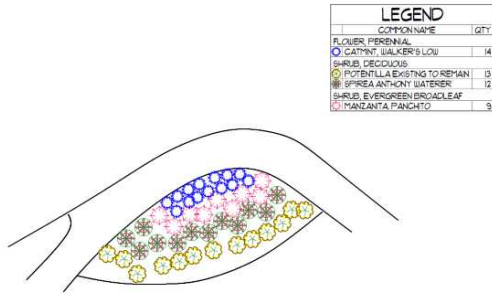
Revision #:	Scale:	Landscape Plan: Glasgow / E. Geddes Cir.	Landscape Design by: Sara Rutman
Date: 7/12/2023	1" = 10'	Glasgow Bed #2	Brightview

THIS IS NOT AN INVOICE

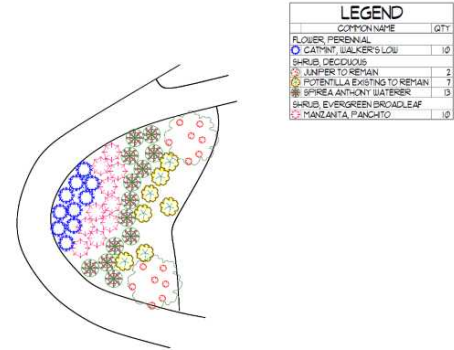
This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
8888 Molsenbocker Road, Suite A, Parker, CO 80134 ph. (303) 841-3003 fax (303) 841-3177

Proposal for Extra Work at Tallyn's Reach Authority

Glasgow Bed 3 design



Glasgow Bed 4 design



Revision #:	Scale:	Landscape Plan: Glasgow Dr. / Glasgow Pt.	Landscape Design by: Sara Rutman
Date: 7/12/2023	1/8" = 1'	Glasgow Bed #3	Brightview

Revision #:	Scale:	Landscape Plan: Glasgow Dr. / Glasgow Pt.	Landscape Design by: Sara Rutman
Date: 7/12/2023	1" = 10'	Glasgow Bed #4	Brightview

Glasgow Bed Locations








For internal use only

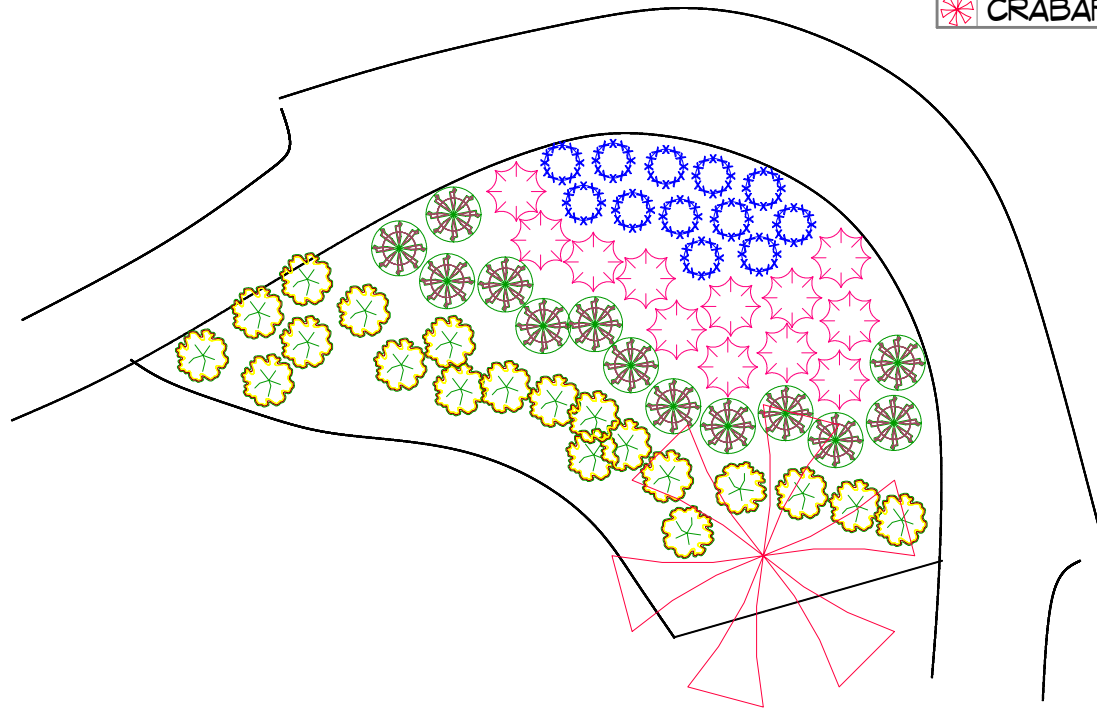
SO# 8170392
JOB# 400300615
Service Line 130

Total Price \$15,860.73

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

LEGEND		
	COMMON NAME	QTY
FLOWER, PERENNIAL		
	CATMINT, WALKER'S LOW	12
SHRUB, DECIDUOUS		
	EXISTING POTENTILLA TO REMAIN	20
	SPIREA ANTHONY WATERER	13
SHRUB, EVERGREEN BROADLEAF		
	MANZANITA, PANCHITO	12
TREE, DECIDUOUS		
	CRABAPPLE, PRAIRIE FIRE	1



Revision #: Date: 7/12/2023	Scale: 1" = 10'	Landscape Plan: Glasgow / E.Geddes Cir. Glasgow Bed #1	Landscape Design by: Sara Rutman Brightview
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LEGEND





COMMON NAME	QTY
FLOWER, PERENNIAL	
 CATMINT, WALKER'S LOW	10
SHRUB, DECIDUOUS	
 EXISTING JUNIPER TO REMAIN	2
 POTENTILLA EXISTING TO REMAIN	15
 SPIREA ANTHONY WATERER	11
SHRUB, EVERGREEN BROADLEAF	
 MANZANITA, PANCHITO	15

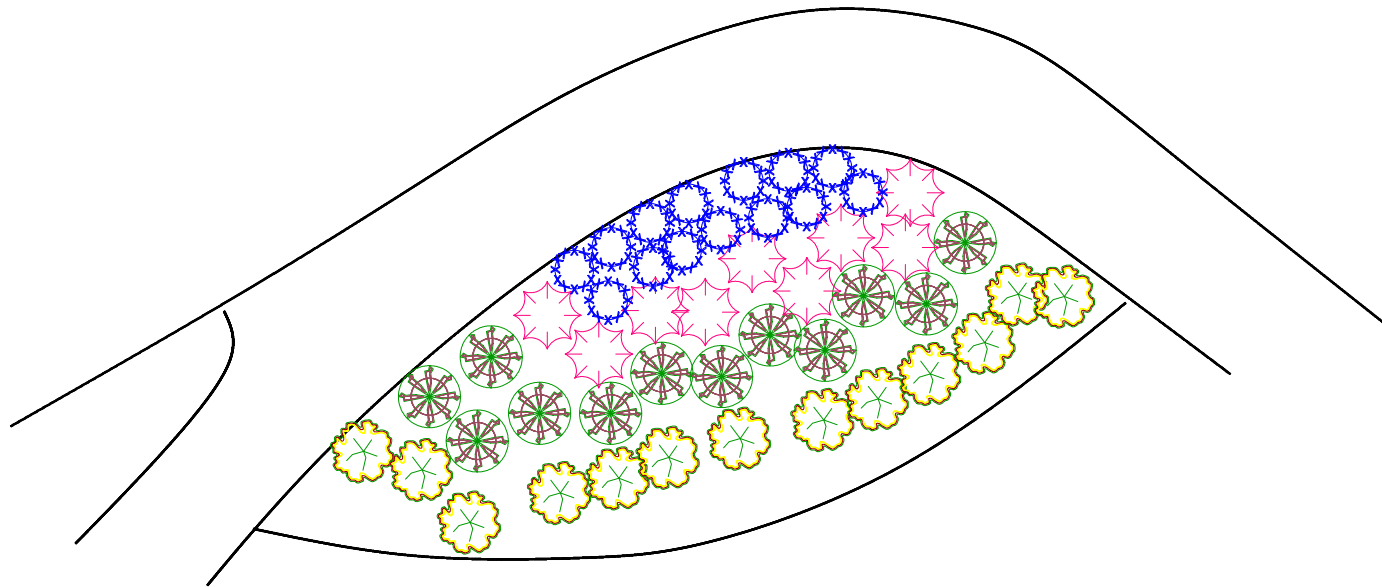


Revision #:	Scale:	Landscape Plan: Glasgow / E. Geddies Cir.	Landscape Design by: Sara Rutman
Date: 7/12/2023	1" = 10'	Glasgow Bed #2	Brightview

LEGEND

18

COMMON NAME	QTY
FLOWER, PERENNIAL	
 CATMINT, WALKER'S LOW	14
SHRUB, DECIDUOUS	
 POTENTILLA EXISTING TO REMAIN	13
 SPIREA ANTHONY WATERER	12
SHRUB, EVERGREEN BROADLEAF	
 MANZANITA PANCHITO	9



Revision #:

Date: 7/12/2023

Scale:

1/8" = 1'

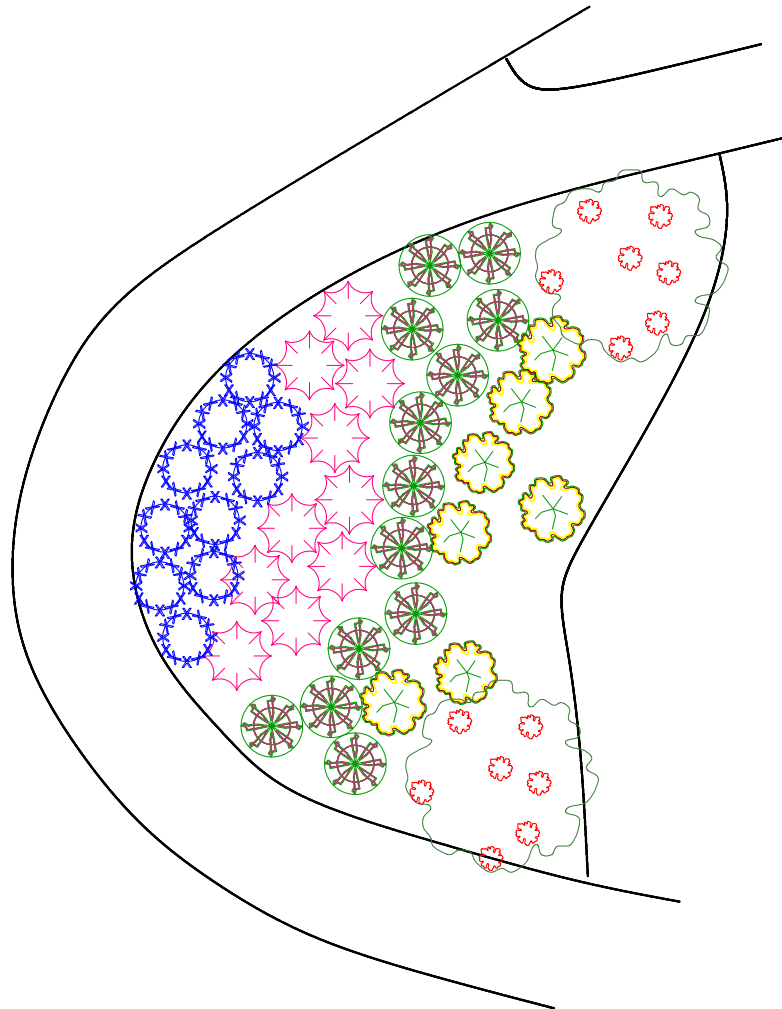
Landscape Plan: Glasgow Dr. / Glasgow Pl.

Glasgow Bed #3

Landscape Design by: Sara Rutman

Brightview

LEGEND		
	COMMON NAME	QTY
FLOWER, PERENNIAL		
	CATMINT, WALKER'S LOW	10
SHRUB, DECIDUOUS		
	JUNIPER TO REMAIN	2
	POTENTILLA EXISTING TO REMAIN	7
	SPIREA ANTHONY WATERER	13
SHRUB, EVERGREEN BROADLEAF		
	MANZANITA, PANCHITO	10



Revision #: Date: 7/12/2023	Scale: 1" = 10'	Landscape Plan: Glasgow Dr. / Glasgow Pl. Glasgow Bed #4	Landscape Design by: Sara Rutman Brightview
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20

E Park Crescent Dr

E Park Crescent Dr

E Glasgow Dr

E Glasgow Dr

E Geddes Cir

E Glasgow Dr

E Park

E Geddes Cir

**ELEVENTH ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(Fill Tree Gator Bags)**

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

RECITALS:

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Landscape Management)*, dated December 10, 2022, and that *First Addendum to Independent Contractor Agreement (2023 Annual Flowers)*, dated March 21, 2023, and that *Second Addendum to Independent Contractor Agreement (Mulch Top Dressing)*, dated March 21, 2023, and that *Third Addendum to Independent Contractor Agreement (2023 Perennial Flowers)*, dated March 21, 2023, and that *Fifth Addendum to Independent Contractor Agreement (2023 Plant Heath Care)*, dated March 26, 2023, and that *Sixth Addendum to Independent Contractor Agreement (Tree Replacements)*, dated March 26, 2023, and that *Seventh Addendum to Independent Contractor Agreement (Turf to Native Conversion)*, dated May 30, 2023, (collectively the “**Agreement**”) and that *Eighth Addendum to Independent Contractor Agreement (Top Dress E Frost Dr and Native to Cobble Arapahoe Rd)*, dated May 30, 2023, and that *Ninth Addendum to Independent Contractor Agreement (Crusher Fines Path Repair)*, dated June 12, 2023, and that *Tenth Addendum to Independent Contractor Agreement (Glasgow Bed Renovations)*, dated July 18, 2023 (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 Eleventh 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 Eleventh Addendum, all terms and provisions of the Agreement shall remain in full force and effect.

4. COUNTERPART EXECUTION. This Eleventh 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 Eleventh 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 Fill Tree Gator Bags
Project Description Fill Tree Gator Bags for new trees weekly

Scope of Work

QTY	UoM/Size	Material/Description	Total
July			\$1,800.00
1.00	LUMP SUM	Fill Tree Gator Bags to all New Trees (1st application)	
1.00	LUMP SUM	Fill Tree Gator Bags to all New Trees (2nd application)	
August			\$3,600.00
1.00	LUMP SUM	Fill Tree Gator Bags to all New Trees (1st application)	
1.00	LUMP SUM	Fill Tree Gator Bags to all New Trees (2nd application)	
1.00	LUMP SUM	Fill Tree Gator Bags to all New Trees (3rd application)	
1.00	LUMP SUM	Fill Tree Gator Bags to all New Trees (4th application)	
September			\$3,600.00
1.00	LUMP SUM	Fill Tree Gator Bags to all New Trees (1st application)	
1.00	LUMP SUM	Fill Tree Gator Bags to all New Trees (2nd application)	
1.00	LUMP SUM	Fill Tree Gator Bags to all New Trees (3rd application)	
1.00	LUMP SUM	Fill Tree Gator Bags to all New Trees (4th application)	

For internal use only

SO# 8171667
JOB# 400300615
Service Line 130

Total Price \$9,000.00

THIS IS NOT AN INVOICE

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

**TWELFTH ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(Flagstone Removal)**

This **TWELFTH ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT** (the “**Twelfth Addendum**”) is entered into on the 14th day of August, 2023, by and between **TALLYN’S REACH AUTHORITY**, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and **BRIGHTVIEW LANDSCAPE SERVICES, INC**, a Colorado corporation the (“**Contractor**”), collectively referred to herein as the “Parties.”

RECITALS:

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

4. COUNTERPART EXECUTION. This Twelfth 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 Twelfth 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



July 19, 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	Tallyns Reach Authority
		Billing Address	370 Interlocken Blvd Ste 500 Broomfield, CO 80021
Project Name	Remove and Reset flagstone in front of clubhouse		
Project Description	Remove and Reset flagstone in front of clubhouse so ET Irrigation can repair an irrigation leak		

Scope of Work

Irrigation repair will be made by ET Irrigation. No new flagstone pavers will be purchased. all existing flagstone will be reused. Brightview is not responsible if any flagstone breaks.

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Drive Time Labor
1.00	LUMP SUM	Remove and Reset flagstone in front of clubhouse so ET Irrigation can repair an irrigation leak
0.50	TON	Sand - TON Rock/Gravel Installed

For internal use only

SO#	8178538
JOB#	400300615
Service Line	130

Total Price	\$1,959.61
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THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
888 Molsenbocker Road, Suite A, Parker, CO 80134 ph. (303) 841-9003 fax (303) 841-9177

**INDEPENDENT CONTRACTOR AGREEMENT
(IRRIGATION ELECTRICAL SERVICES)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 18th day of July, 2023, by and between TALLYN’S REACH AUTHORITY, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”), and RADIANT LIGHTING SERVICES, INC., a Colorado Corporation (the “**Contractor**”). The Authority and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS

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

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

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

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

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

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

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

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

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

7. COMPENSATION AND INVOICES.

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

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

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

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

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

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

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

11. CONTRACTOR'S INSURANCE.

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

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

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

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

12. CONFIDENTIALITY AND CONFLICTS.

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

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

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

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

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

15. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

Authority:	Tallyn's Reach Authority c/o CliftonLarsonAllen 8390 E. Crescent Parkway #300 Greenwood Village, CO 80111 Attention: Celeste Terrell Phone: (303) 265-7875 Email: celeste.terrell@claconnect.com
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With a Copy to:	WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Ave., Suite 2000
-----------------	------------------------------------------------------------------------

Centennial, CO 80122
 Attention: Blair M. Dickhoner, Esq.
 Phone: (303) 858-1800
 E-mail: bdickhoner@wbapc.com

Contractor: Radiant Lighting Services, Inc.
 9168 Marshall Place, Ste. 100
 Westminster, CO 80031
 Attention: Casey McBride
 Phone: (303) 429-3326
 Email: Casey@radiantlightingservices.com

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

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

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

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

25. GOVERNING LAW.

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

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

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

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

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

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

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

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

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

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

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

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

a. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the Authority. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the Authority, its successors and assigns.

b. Prior to final payment for any Services involving Work, and at any time thereafter but before the final inspection, as set forth below, the Contractor and the Authority shall, at the request of the Authority, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor’s fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the Authority. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the Authority will provide the Contractor with written notice of any Work requiring corrective action. The Contractor agrees to correct or replace the defective Work within a reasonable time, as agreed to by the Parties, but in no event later than thirty (30)

calendar days from the date of notice from the Authority, unless otherwise agreed to by the Authority.

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

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

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

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

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

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

hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

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

AUTHORITY:

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

DocuSigned by:
Harry Yoster

EE925EB4834E486...

Officer of the Authority

ATTEST:

DocuSigned by:
[Signature]
7BD319407C7A453...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
[Signature]
8181E693F48C465...

General Counsel for the Authority

Authority's Signature Page to Independent Contractor Agreement for Irrigation Electrical Services with Radiant Lighting Services, Inc., dated July 18, 2023

CONTRACTOR:
RADIANT LIGHTING SERVICES, INC., a
Colorado corporation

Jill Carter

Jill Carter
Printed Name

Office Manager
Title

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 24th day of July,
2023, by JILL CARTER, as the OFFICE MANAGER of Radiant Lighting Services,
Inc..

Witness my hand and official seal.

My commission expires: 5/19/2026

**RACHEL WILSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224020114
MY COMMISSION EXPIRES 05/19/2026**

Rachel Wilson
Notary Public

*Contractor's Signature Page to Independent Contractor Agreement for Irrigation Electrical
Services with Tallyn's Reach Authority, dated July 18, 2023*

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

PROPOSAL

SUBMITTED TO: Tallyn's Reach Metro District
C/O Clifton Larson Allen

DATE: 07/19/2023

JOB NAME:

JOB LOCATION: C/O Clifton Larson Allen

ATTN: Nic Carlson

PHONE: 303-265-7900

EMAIL: Nicholas.Carlson@ciaconnect.com



Lamps / Fixtures / Maintenance Contracts / Retro-Fit / Commercial / Industrial / Residential / 24 Hour Emergency Service

SCOPE OF WORK:

Replace bad underground 20 amp 120v branch circuit from the functioning irrigation clock to the inoperative irrigation clock per drawing sent to Nic Carlson.

New line will be underground UF cable inside the poly bore tube for protection.

Line will be bored in by a professional underground bore company. Bore length is approximately 375'.

All landscape repair/restoration including irrigation, drainage, and other utilities is to be done by others and is not included in this proposal.

*ALL WORK IS TO BE DONE DURING NORMAL BUSINESS HOURS.

**ANY OTHER ITEMS NOT LISTED ABOVE ARE NOT INCLUDED IN THIS PROPOSAL.

WE PROPOSE: Hereby to furnish material and labor – complete in accordance with the above specifications.

FOR THE SUM OF: \$19,867.25

PAYMENT TO BE MADE AS FOLLOWS: 50% Down-payment required, Remainder due on completion.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Customer hereby acknowledges and agrees that any account that becomes delinquent will be subject to collections service. Customer agrees to pay all court costs and reasonable attorney fees for collection of all past due amounts owed, plus interest thereon at 18% (eighteen percent) per annum on all such amounts outstanding.

AUTHORIZED SIGNATURE.....

Note: This proposal may be withdrawn by us if not accepted within 60 days

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature..... Signature.....

Date of Acceptance.....

RADIANT LIGHTING SERVICES, INC.
Electrical & Lighting Contractors

9168 Marshall Place
Suite 100
Westminster, CO 80031
O (303) 429-3326
F (303) 429-2653
State License #3472

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

Request for Taxpayer Identification Number and Certification

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

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

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

Radiant Lighting Services, Inc.

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
 - Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
 - Other (see instructions) ▶ _____
 - C Corporation
 - S Corporation
 - Partnership
 - Trust/estate
- Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

9168 Marshall Place, Suite 100

Requester's name and address (optional)

6 City, state, and ZIP code

Westminster, CO 80031

7 List account number(s) here (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

Social security number								
			-					

or

Employer identification number									
8	4	-	1	1	6	7	3	0	3


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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ 	Date ▶ 1/5/23
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General Instructions

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

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

Purpose of Form

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

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

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

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

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



8100 NE Parkway Drive, Suite 200 Vancouver, WA 98662
360.828.0700 -- www.BBSI.com

51
July 24,2023

910797

INSURED: Radiant Lighting Services
Client Address: 9168 MARSHALL PL UNIT 100
WESTMINSTER, CO 80031

Re: Barrett Business Services, Inc. ("BBSI")
Letter of Self-Insurance for Workers' Compensation Coverage

As the named addressee of this letter, your company's required Workers' Compensation coverage is provided through BBSI's state-approved Self-Insured Workers' Compensation Plan by way of your co-employment contract with BBSI.

Additional information is as follows:

State: Colorado	Employer Liability Limits:
Self-Insurance Certification #: 463	\$2,000,000 -- Each Accident
Workers' Compensation Limits: Statutory	\$2,000,000 -- Disease Coverage Limit by Client
	\$2,000,000 -- Disease; Each Employee

Certificate Holder: Tallyn's Reach Authority c/o CliftonLarsonAllen LLP 8390 E
Crescent Pkwy, Ste 300 Greenwood Village, CO 80111

- Effective Dates: 5/31/23-5/31/24
- Project Information:
- 30-Day Cancellation Notice
- Blanket Waiver of Subrogation
- Specific Waiver of Subrogation in favor of:

Additionally, BBSI's Self-Insured program is further supported by an excess workers' compensation insurance policy with ACE American Insurance Co. Copy of certificate is available upon request.

For additional information, please contact your local BBSI office at: Denver

Best Regards,

**8055 E Tufts Ave Ste 100,
Denver, CO 80237**

Gary Kramer
President and Chief Executive Officer

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,

RADIANT LIGHTING SERVICES, INC.

is a

Corporation

formed or registered on 03/19/1991 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 19911017580 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/18/2023 that have been posted, and by documents delivered to this office electronically through 07/19/2023 @ 14:40:37 .

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 07/19/2023 @ 14:40:37 in accordance with applicable law. This certificate is assigned Confirmation Number 15159359 .



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."



OFFICE OF THE STATE AUDITOR • LOCAL GOVERNMENT AUDIT DIVISION
KERRI L. HUNTER, CPA, CFE • STATE AUDITOR

Request for Extension of Time to File Audit for Year End *December 31, 2022* ONLY

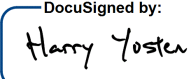
Requests may be submitted via internet portal: <https://apps.leg.co.gov/osa/lg>.

Government Name:	<u>Tallyn’s Reach Authority</u>
Name of Contact:	<u>Shelby Clymer</u>
Address:	<u>8390 E. Crescent Parkway</u>
City/Zip Code	<u>Greenwood Village, CO 80111</u>
Phone Number:	<u>303-265-7812</u>
E-mail	<u>Shelby.clymer@claconnect.com</u>
Fiscal Year Ending (mm/dd/yyyy):	<u>12/31/2022</u>
Amount of Time Requested (in days): (Not to exceed 60 calendar days)	<u>60 days Audit Due: September 30, 2023</u>

Comments (optional): _____

I understand that if the audit is not submitted within the approved extension of time, the government named in the extension request will be considered in default without further notice, and the State Auditor shall take further action as prescribed by Section 29-1-606(5)(b), C.R.S.

Must be signed by a member of the governing board.

Signature	
Printed Name:	<u>Harry Yosten</u>
Title:	<u>Treasurer</u>
Date:	<u>7/12/2023</u>

Certificate Of Completion

Envelope Id: 0655CF48C7274FB48A0E99A16B0D5C9E	Status: Completed
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Client Number: 011	
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Document Pages: 2	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	CLA Operations
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Holly.Hayes@claconnect.com
	IP Address: 71.218.242.153

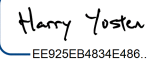
Record Tracking

Status: Original	Holder: CLA Operations	Location: DocuSign
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Signer Events

Harry Yosten
hpyvice@aol.com
Treasurer
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signed: 7/12/2023 1:17:57 PM

Electronic Record and Signature Disclosure:
Accepted: 7/12/2023 1:17:27 PM
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Carbon Copy Events	Status	Timestamp

Chase Worth
chase.worth@claconnect.com
Security Level: Email, Account Authentication (None)

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Terri Boroviak
terri.boroviak@claconnect.com
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	7/12/2023 1:17:57 PM
Completed	Security Checked	7/12/2023 1:17:57 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

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

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

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

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- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

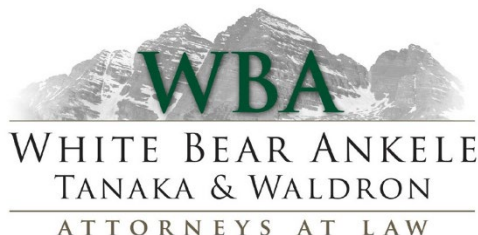
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

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- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.



MEMORANDUM

FROM: White Bear Ankele Tanaka & Waldron

DATE: May 10, 2023

RE: Overview of 2023 Legislation Affecting Special Districts and Community Associations

This year's Legislative Session officially wrapped up on May 8, 2023. As in past years we are providing a summary of the pertinent legislation impacting special districts and community associations. Each law listed below is linked to the Colorado General Assembly website and can be accessed by clicking the individual bill titles. Updated information related to laws that have not been signed as of the date of this memorandum or which do not officially become effective until after the referendum period runs will be provided on our website at www.whitebearankele.com. If you would like more detailed information on any of the information contained herein or on bills which were introduced but not passed, please let us know.

SPECIAL DISTRICT LEGISLATION

[HB23-1023: Special District Construction Contracts](#)

The law increases the requirement to publicly bid contracts for construction, materials, or both from \$60,000 to \$120,000 or more, and requires the amount to be adjusted for inflation every five years.

The law was signed by the Governor on March 17, 2023, and takes effect 90 days after the end of the legislative session, August 7, 2023, unless a referendum is filed. If a referendum is filed, then it will be on the November 2024 ballot.

[HB23-1062: Metropolitan District Tax For Parks And Recreation](#)

The law allows a metropolitan district that is not located in an incorporated municipality to levy a sales tax to provide parks or recreational facilities or programs within the district in which the tax is levied.

The law was signed by the Governor on April 17, 2023, and takes effect 90 days after the end of the legislative session, August 7, 2023, unless a referendum is filed. If a referendum is filed, then it will be on the November 2024 ballot.

HB23-1105: Homeowners' Association And Metropolitan District Homeowners' Rights Task Forces

The law creates the HOA homeowners' rights task force (HOA task force) and the metropolitan district homeowners' rights task force (metro district task force) in the division of housing (division) in the department of local affairs.

Members of the metro district task force must be designated or appointed on or before November 1, 2023. The metro district task force is required to:

- Study issues confronting metropolitan district homeowners' rights, including metropolitan district boards' tax levying authority and practices, foreclosure practices, communications with homeowners, and governance policies; and
- Prepare a report regarding its findings and conclusions, publish the report on the division's website, and submit copies of the report to the legislative committees and the governor on or before June 15, 2024.

The law was passed on May 7, 2023, and will be sent to the Governor for signature. If signed by the Governor, the law takes effect immediately. If not signed by the Governor, the law takes effect 30 days after the end of the legislative session.

See below for description of HOA task force specific details.

HB23-1259: Open Meetings Law Executive Session Violations

The law creates a right for a local public body to cure a violation of the open meetings law with respect to an executive session if the local public body takes the corrective action at its next meeting after the meeting at which the violation occurred or at the local public body's next meeting that is held at least 14 days after receiving notice by a person who intends to challenge the violation. The law also addresses standing to challenge a violation of the open meetings law, and the payment of attorney fees. If a local public body in connection with an executive session commits a third violation of the same nature within a one-year period, the local public does not have a right to cure the violation.

The law was passed on May 4, 2023, and will be sent to the Governor for signature. If signed by the Governor, the law takes effect immediately. If not signed by the Governor, the law takes effect 30 days after the end of the legislative session.

SB23-108: Allowing Temporary Reductions in Property Tax Due

The law allows a local government to provide temporary property tax relief through temporary property tax credits or mill levy reductions and later eliminate the credits or restore the mill levy. A temporary reduction in property taxes must be annually renewed by the local government.

The law was passed on May 7, 2023, and will be sent to the Governor for signature. If signed by the Governor, the law takes effect 90 days after the end of the legislative session, August 7, 2023, unless a referendum is filed. If a referendum is filed, then it will be on the November 2024 ballot.

SB23-110: Transparency for Metropolitan Districts

This law has four main sections to increase transparency for metropolitan districts.

- For a proposed metropolitan district that submits a service plan on or after January 1, 2024, the law requires the service plan to include a cap on the maximum mill levy and a cap on the maximum debt that may be issued by the metropolitan district.
- Beginning in the 2023 calendar year, the law requires the board of a metropolitan district to hold an annual “town hall” meeting if the metropolitan district was organized after January 1, 2000, has residential units within its boundaries, and is not on inactive status. This meeting is an opportunity for members of the public to ask questions about the metropolitan district. No formal action may be taken at the meeting and must ensure that the annual meeting includes a presentation from the metropolitan district regarding the status of public infrastructure projects within the metropolitan district and outstanding bonds, if any, a review of unaudited financial statements showing the year-to-date revenue and expenditures of the metropolitan district in relation to its adopted budget for that calendar year. Further, metropolitan districts will be required to include a public comment period at their budget hearing meeting to provide further opportunity for the public to provide formal, public comment.
- The law specifies that prior to issuing debt to a director of a metropolitan district or to an entity with respect to which a director of a metropolitan district must make a disclosure pursuant to current law, the board is required to receive a statement of a registered municipal advisor certifying specified criteria regarding the interest rate of the debt.
- The law requires the seller of residential real property that is located within a metropolitan district organized after January 1, 2000, to provide the purchaser of the property with the official website established by the metropolitan district. The seller is required to provide the information on the Colorado real estate commission approved seller's property disclosure.

The law was signed by the Governor on April 3, 2023, and takes effect 90 days after the end of the legislative session, August 7, 2023, unless a referendum is filed. If a referendum is filed, then it will be on the November 2024 ballot.

SB23-111: Public Employees' Workplace Protection

The law grants certain public employees, including individuals employed by various entities including special districts the right to:

- Discuss or express views regarding public employee representation or workplace issues;
- Engage in protected, concerted activity for the purpose of mutual aid or protection;
- Fully participate in the political process while off duty and not in uniform, including speaking with members of the public employer's governing body on terms and conditions of employment and any matter of public concern and engaging in other

political activities in the same manner as other citizens of Colorado without discrimination, intimidation, or retaliation; and

- Organize, form, join, or assist an employee organization or refrain from organizing, forming, joining, or assisting an employee organization.

The law also prohibits certain public employers from discriminating against, coercing, intimidating, interfering with, or imposing reprisals against a public employee for engaging in any of the rights granted.

The Colorado department of labor and employment (Department) is charged with enforcing any alleged violation of these rights and is granted rule-making authority. A party may appeal the Department's final decision to the Colorado court of appeals. The law requires the court of appeals to give deference to the Department.

The law was sent to the Governor on May 8, 2023, for signature. If signed by the Governor, the law takes effect 90 days after the end of the legislative session, August 7, 2023, unless a referendum is filed. If a referendum is filed, then it will be on the November 2024 ballot.

SB23-175: Financing of Downtown Development Authority Projects

The law amends the downtown development authority authorization act to make reauthorization less cumbersome and allow downtown development authorities to continue facilitating development. Following an initial period of 30-years and the option for one 20-year extension of a tax increment financing (TIF) arrangement, the law would allow a downtown development authority the option for an additional 20-year extension. During the 20-year extension periods authorized in the law, the default split of the incremental revenues under current law is continued unless the municipality and all other governmental entities reach an alternative agreement.

The law was sent to the Governor on May 4, 2023, for signature. If signed by the Governor, the law takes effect 90 days after the end of the legislative session, August 7, 2023, unless a referendum is filed. If a referendum is filed, then it will be on the November 2024 ballot.

SB23-286: Access to Government Records

The law makes various changes to the "Colorado Open Records Act" (CORA).

- *Public records open to inspection.* The law prohibits, with certain specified exceptions, a custodian of public records from requiring a requester to provide any form of identification to request or inspect records pursuant to CORA.
- *Format of records for inspection.* The law repeals requirements regarding records that are available in a sortable format and specifies that if a record is available in digital format, the custodian is required to transmit the record in a digital format by electronic communication or by another mutually-agreed upon transmission method if the size of the record prevents transmission by electronic communication. In addition, the law prohibits a custodian from converting a digital record into a non-searchable or non-sortable format prior to transmission.

- *Records subject to inspection.* The law adds to the category of records that a custodian can deny a right to inspect based on such disclosure being contrary to public interest the telephone number or home address that a person provides to an elected official, agency, institution, or political subdivision of the state for the purpose of future communication with the elected official, agency, institution, or political subdivision of the state.
- The law specifies that records of sexual harassment complaints made against an elected official and the results or report of investigations regarding alleged sexual harassment by an elected official conducted by or for that official's government shall be made available for inspection if the investigation concludes that the elected official is culpable for any act of sexual harassment. The law specifies that the identity of any accuser, accused who is not an elected official, victim, or witness and any other information that would identify any such person must be redacted.
- *Electronic mail policy.* The law requires each member of the general assembly, the governor's office, each office of the governor, and each state agency and institution to submit, on or before January 1, 2024, a report to the staff of the legislative council of the general assembly outlining its respective electronic mail retention policy.
- *Transmission and per-page fees for records.* The law specifies that the custodian may not charge a per-page fee if records are provided in a digital or electronic format.
- *Electronic payments.* The law requires a custodian to allow records requesters to pay any fee or deposit associated with the request via a credit card or electronic payment if the custodian allows members of the public to pay for any other product or service provided by the custodian with a credit card or electronic payment.

The law was passed on May 7, 2023, and will be sent to the Governor for signature. If signed by the Governor, the law takes effect 90 days after the end of the legislative session, August 7, 2023, unless a referendum is filed. If a referendum is filed, then it will be on the November 2024 ballot.

SB32-303: Reduce Property Taxes and Voter-Approved Revenue Change

The law concerns a reduction in property taxes by several methods:

1. The law creates limits on annual property tax increases from the prior property tax year for certain local governments, including special districts, at inflation levels unless the local government takes specified actions to exceed the limitations.
2. The law temporarily reduces the valuation for assessment of certain residential and nonresidential property.

Nonresidential Property:

For lodging property, property listed under any improved commercial subclass code, and all other nonresidential property, excluding agricultural property and renewable energy production property, the assessment rate is reduced as follows:

- 27.9% to 27.85% for 2023 property tax year;
- 27.85% for the 2024 through 2026 property tax years;
- 27.65% for the 2027 and 2028 property tax years;
- 26.9% for the 2029 and 2030 property tax years; and
- 25.9% or 26.9% for the 2031 and 2032 property tax years, depending on the increase in the valuation in the 32 counties with the smallest increases from the 2030 to 2031 property tax years (revenue increases).

For agricultural property, excluding renewable energy agricultural land, and renewable energy property, the assessment rate is reduced as follows:

- 29% to 26.4% for the 2025 through 2030 property tax years; and
- 25.9% or 26.4% for the 2031 and 2032 property tax years, depending on the increase in the valuation in the 32 counties with the smallest revenue increases.

For renewable energy agricultural land, which is a newly created subclass of agricultural property, the assessment rate is reduced from 29% to 21.9% for the 2024 through 2032 property tax years.

Beginning with the 2033 property tax year, all temporary valuation reductions expire, and the valuation of all nonresidential real property is 29% of the actual value of the property.

Residential Property:

The law further reduces the valuation of residential real property as follows:

- *For the 2023 property tax year:* the valuation is reduced from 6.765% of the amount equal to the actual value minus the lesser of \$15,000 or the amount that causes the valuation to be \$1,000 (alternate amount) to 6.7% of the amount equal to the actual value minus the lesser of \$40,000 or the alternate amount.
- *For the 2024 property tax year:* the valuation is reduced as follows:
 - For multi-family residential real property, the valuation is reduced from 6.8% of the actual value to 6.7% of the amount equal to the actual value minus the lesser of \$40,000 or the alternate amount; and
 - For all other residential real property, the valuation is reduced from an estimate of 6.98% of the actual value to 6.7% of the amount equal to the actual value minus the lesser of \$40,000 or the alternate amount.
- *For the 2025 through 2032 property tax years:*
 - For multi-family residential real property and primary residence real property, including multi-family primary residence real property, the valuation is reduced from 7.15% of the actual value to 6.7% of the actual value minus the lesser of \$40,000 or the alternate amount;

- For qualified-senior primary residence real property, including multi-family qualified-senior primary residence real property, the valuation is reduced from 7.15% of the actual value to 6.7% of the amount equal to the actual value minus \$140,000 or the alternate amount; and
- For all other residential real property, the assessment rate is reduced from 7.15% to 6.7 %.

Beginning with the 2033 property tax year, all temporary valuation reductions expire and the valuation of all residential real property is 7.15% of the actual value of the property.

The law also establishes that all temporary reductions in valuation for residential and nonresidential property created in the law are contingent on the State's ability to retain and spend state surplus up to the proposition HH cap. If, for any reason, excluding a legislative enactment by the general assembly, the State is not permitted to retain and spend this money, then the temporary reductions in the law do not apply.

3. Creates new subclasses of residential property;
4. Permits the State to retain and spend revenue up to the proposition cap;
5. Requires the retained revenue to be used to reimburse certain local governments for lost property tax revenue and to be deposited in the State education fund to backfill the reduction in school district property tax revenue;
6. Transfers general fund money to the State public school fund and to a cash fund to also be used for the reimbursements;
7. Eliminates the cap on the amount of excess State revenues that may be used for the reimbursements for the 2023 property tax year; and
8. Refers a ballot issue to the voters at the November 2023 election that asks voters whether property taxes should be reduced and that seeks voter approval to retain and spend excess state revenues that will be used to backfill some of the reduced property tax revenue.

The law was passed on May 8, 2023, and will be sent to the Governor for signature. If signed, except as noted in the law, the majority of the law will take effect only if a majority of voters approve the ballot issued referred to in November 2023.

COMMUNITY ASSOCIATION LEGISLATION

[HB23-1105: Homeowners' Association And Metropolitan District Homeowners' Rights Task Forces](#)

The law creates the HOA homeowners' rights task force (HOA task force) and the metropolitan district homeowners' rights task force (metro district task force) in the division of housing (division) in the department of local affairs.

Members of the HOA task force must be designated or appointed on or before August 1, 2023. The HOA task force is required to:

- Study issues confronting HOA homeowners' rights, including homeowners' associations' fining authority and practices, foreclosure practices, communications with homeowners and the availability and method of making certain documents available to HOA homeowners in the association;
- Review HOA homeowners' complaints and relevant state and federal laws related to common interest communities;
- Prepare an interim report regarding its findings and conclusions, publish the interim report on the division's website, and submit copies of the report to the metro district task force on or before October 15, 2023; and
- Prepare a final report, publish the final report on the division's website, and submit copies of the final report to the metro district task force, the legislative committees with oversight of housing and local government issues (legislative committees), and the governor on or before April 15, 2024.

The law was passed on May 7, 2023, and will be sent to the Governor for signature. If signed by the Governor, the law takes effect immediately. If not signed by the Governor, the law takes effect 30 days after the end of the legislative session.

See above for description of metropolitan district task force specific details.

HB23-1233: Electrical Vehicle Charing and Parking Requirements

The law requires the state electrical board to adopt rules facilitating electric vehicle charging at multifamily buildings, limiting the ability of the state electrical board to prohibit the installation of electric vehicle charging stations, forbidding private prohibitions on electric vehicle charging and parking, requiring local governments to count certain spaces served by an electric vehicle charging station for minimum parking requirements, forbidding local governments from prohibiting the installation of electric vehicle charging stations, exempting electric vehicle chargers from business personal property tax, and authorizing electric vehicle charging systems along highway rights-of-way.

The law was passed on May 4, 2023, and will be sent to the Governor for signature. If signed by the Governor, the law takes effect immediately. If not signed by the Governor, the law takes effect 30 days after the end of the legislative session.

SB23-178: Water Wise Landscaping

Under current law, a unit owners' association (association) of a common interest community may not prohibit the use of xeriscape, nonvegetative turf grass, or drought-tolerant vegetative landscapes to provide ground covering to property for which a unit owner is responsible. There is, however, an exception authorizing an association to adopt and enforce design or aesthetic guidelines or rules that apply to nonvegetative turf grass and drought-tolerant vegetative landscapes or to regulate the type, number, and placement of drought-tolerant plantings and hardscapes that may be installed on a unit owner's property, on a limited common element, or on other property for which the unit owner is responsible.

The law states that an association's guidelines or rules must:

- Not prohibit the use of nonvegetative turf grass in the backyard of a unit owner's property;
- Not unreasonably require the use of hardscape on more than 20% of the landscaping area of a unit owner's property;
- Allow a unit owner an option that consists of at least 80% drought-tolerant plantings; and
- Not prohibit vegetable gardens in the front, back, or side yard of a unit owner's property.

The law also requires an association to permit the installation of at least 3 garden designs that are preapproved by the association for installation in front yards within the common interest community. To be preapproved, a garden design must adhere to the principles of water-wise landscaping or be part of a water conservation program operated by a local water provider.

The law allows a unit owner who is affected by an association's violation of the new requirements to bring a civil action to restrain further violation and to recover up to a maximum of \$500 or the unit owner's actual damages, whichever is greater. The law states that the new provisions apply only to a unit that is a single-family detached home and do not apply to:

- A unit that is a single-family attached home that shares one or more walls with another unit; or
- A condominium.

The law was sent to the Governor on May 5, 2023. If signed by the Governor, the law takes effect 90 days after the end of the legislative session, August 7, 2023, unless a referendum is filed. If a referendum is filed, then it will be on the November 2024 ballot.

**Tallyn's Reach Authority
Interim Claims
From 07/12/23 to 09/12/23**

Claims Paid via e-payment/bill.com

Vendor	Ref #	Description	Date	Total Amount
Ark Ecological Services, LLC	3600	Beautification: native grasses management	8/24/2023	\$ 15,404.32
BrightView Landscape	8467829	Tree replacements	7/28/2023	1,329.40
BrightView Landscape	8482062	Landscape management	7/28/2023	1,382.50
BrightView Landscape	8533000	Landscape management	8/24/2023	1,382.50
BrightView Landscape	8535867	Tree maintenance	8/24/2023	1,800.00
BrightView Landscape	8534467	Landscape management	8/24/2023	1,959.61
BrightView Landscape	8467830	Tree replacements	7/28/2023	2,362.29
BrightView Landscape	8468369	Pest control	7/28/2023	9,166.67
BrightView Landscape	8480943	Landscape management	7/28/2023	21,229.00
BrightView Landscape	8523827	Landscape management	8/24/2023	21,229.00
BrightView Landscape	8516543	Pest Control	8/24/2023	39,000.01
BrightView Landscape	8493577	Perennial bed maintenance	7/28/2023	47,561.40
BrightView Landscape	8501523	Tree replacements	7/28/2023	108,855.09
CenturyLink	23-Jun	Telephone/access control	7/28/2023	405.82
CenturyLink	23-Jul	Telephone/access control	8/24/2023	406.30
CliftonLarsonAllen, LLP	3768279	Billing	7/28/2023	2,383.33
CliftonLarsonAllen, LLP	3807931	Billing	8/24/2023	2,383.33
CliftonLarsonAllen, LLP	3807931	Direct costs - postage, mailing, mileage, etc	8/24/2023	2,520.65
CliftonLarsonAllen, LLP	3768279	Direct costs - postage, mailing, mileage, etc	7/28/2023	2,621.23
CliftonLarsonAllen, LLP	3788856	Accounting	7/28/2023	2,743.39
CliftonLarsonAllen, LLP	3768279	District management	7/28/2023	3,391.66
CliftonLarsonAllen, LLP	3807931	District management	8/24/2023	3,391.66
CliftonLarsonAllen, LLP	3768279	Property management	7/28/2023	7,500.00
CliftonLarsonAllen, LLP	3807931	Property management	8/24/2023	7,500.00
Colorado Stoneworks LLC	1382	Monuments	7/28/2023	5,700.00
CPS Distributors	0011596654-003	Irrigation repairs	8/24/2023	12.95
CPS Distributors	0011356299-001	Irrigation repairs	7/28/2023	21.11
CPS Distributors	0011908252-001	Irrigation repairs	8/24/2023	138.70
CPS Distributors	0011548322-001	Irrigation repairs	7/28/2023	627.99
CPS Distributors	0011596654-001	Irrigation repairs	7/28/2023	1,018.16
CPS Distributors	0012074884-001	Irrigation repairs	8/24/2023	1,580.98
CPS Distributors	0011805542-001	Irrigation repairs	7/28/2023	2,883.29
CPS Distributors	0011974255-002	Irrigation repairs	8/24/2023	3,132.46
Environmental Systems Research Institute, Inc	26148155	Miscellaneous	8/24/2023	1,315.00
ET Irrigation Management Specialist LLC	3647	Irrigation repairs	8/24/2023	1,055.72
ET Irrigation Management Specialist LLC	3523	Irrigation repairs	7/28/2023	2,155.91
ET Irrigation Management Specialist LLC	3520	Irrigation repairs	7/28/2023	3,466.28
ET Irrigation Management Specialist LLC	3556	Irrigation management	7/28/2023	13,564.00
Falch & Falch Inc.	2023-426	Repairs and maintenance	7/28/2023	585.00
Flippin Flapjacks	070423TR	Miscellaneous	7/28/2023	2,401.00
IMEG	21008104.04	Retention/Detention ponds maintenance	8/24/2023	5,800.00
IMEG	21008104.04-1	Retention/Detention ponds maintenance	7/28/2023	10,201.62
MFish Graphics LLC	1329	Signage	8/24/2023	499.80
Orten Cavanagh Holmes & Hunt LLC	139931	Legal collections	8/24/2023	597.06
Radiant Lighting Services Inc.	13400A	Lighting/electrical repairs	8/24/2023	46.00
Radiant Lighting Services Inc.	12144.5A	Lighting/electrical repairs	7/28/2023	170.00
Radiant Lighting Services Inc.	12144.6A	Lighting/electrical repairs	8/24/2023	170.00
Radiant Lighting Services Inc.	13203A	Lighting/electrical repairs	7/28/2023	232.00
Radiant Lighting Services Inc.	13060A	Lighting/electrical repairs	7/28/2023	1,630.50
Radiant Lighting Services Inc.	13513A	Lighting/electrical repairs	7/28/2023	9,933.63
Rocky Mountain Flag Company LLC	20066	Flag maintenance	7/28/2023	85.00
Schedio Group LLC	230602-2067	Retention/Detention ponds maintenance	8/24/2023	3,798.50
Waste Management of Denver	2247626-0178-5	Trash removal	8/24/2023	1,101.38
Waste Management of Denver	2211996-0178-4	Trash removal	7/28/2023	2,038.09
White Bear Ankele Tanaka & Waldron	28621	Legal	7/28/2023	2,961.82
White Bear Ankele Tanaka & Waldron	29248	Legal	8/24/2023	3,566.33
Xcel Energy	53-1997809-9Jun23	Gas	7/28/2023	3,833.99
YMCA of Metropolitan Denver	052023-TR	Pest control	7/28/2023	77.28
YMCA of Metropolitan Denver	062023-TR	Pest control	7/28/2023	77.28
YMCA of Metropolitan Denver	052023-TR	Janitorial/housekeeping	7/28/2023	300.00
YMCA of Metropolitan Denver	062023-TR	Janitorial/housekeeping	7/28/2023	700.00
YMCA of Metropolitan Denver	052023-TR	Pool chemicals	7/28/2023	1,068.12
YMCA of Metropolitan Denver	062023-TR	Indoor building maintenance	7/28/2023	2,335.02

Tallyn's Reach Authority
Interim Claims
From 07/12/23 to 09/12/23

Claims Paid via e-payment/bill.com

Vendor	Ref #	Description	Date	Total Amount
YMCA of Metropolitan Denver	052023-TR	Clubhouse management	7/28/2023	2,774.00
YMCA of Metropolitan Denver	062023-TR	Clubhouse management	7/28/2023	2,774.00
YMCA of Metropolitan Denver	052023-TR	Indoor building maintenance	7/28/2023	3,632.61
YMCA of Metropolitan Denver	062023-TR	Pool chemicals	7/28/2023	15,104.23
YMCA of Metropolitan Denver	052023-TR	Pool contract	7/28/2023	41,280.73
YMCA of Metropolitan Denver	062023-TR	Pool contract	7/28/2023	41,280.73
TOTAL				\$ 505,637.43

Claims Paid via ACH

Vendor	Ref #	Description	Date	Total Amount
Aurora Water	23-Jun	Water/sewer	8/1/2023	\$ 31,110.85
Aurora Water	23-Jul	Water/sewer	8/31/2023	55,389.54
TOTAL				\$ 86,500.39

Grand Total \$ 592,137.82

TALLYN'S REACH AUTHORITY
FINANCIAL STATEMENTS
JULY 31, 2023

Tallyns Reach Authority
Balance Sheet - Governmental Funds
July 31, 2023

	<u>General</u>	<u>Capital Projects</u>	<u>Total</u>
Assets			
Checking Account	\$ 414,086.96	\$ -	\$ 414,086.96
Colotrust	262,599.71	292,538.48	555,138.19
Colotrust Edge	-	521,793.60	521,793.60
Accounts Receivable	743,386.48	-	743,386.48
Total Assets	<u>\$ 1,420,073.15</u>	<u>\$ 814,332.08</u>	<u>\$ 2,234,405.23</u>
Liabilities			
Accounts Payable	\$ 273,613.25	\$ 10,098.30	\$ 283,711.55
Prepaid Owner Fees	27,464.31	-	27,464.31
Total Liabilities	<u>301,077.56</u>	<u>10,098.30</u>	<u>311,175.86</u>
Fund Balances	<u>1,118,995.59</u>	<u>804,233.78</u>	<u>1,923,229.37</u>
Liabilities and Fund Balances	<u>\$ 1,420,073.15</u>	<u>\$ 814,332.08</u>	<u>\$ 2,234,405.23</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 July 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 10,000	\$ 3,631	\$ 6,369
Other revenue	1,000	20,706	(19,706)
General operations fees - Homes	1,695,760	1,267,352	428,408
General operations fees - Apartments	434,520	325,890	108,630
Clubhouse rental	25,000	9,950	15,050
Legal/late/collection income	-	162	(162)
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	-
Total Revenue	<u>2,667,280</u>	<u>2,146,541</u>	<u>520,739</u>
Expenditures			
Administration	244,650	136,559	108,091
Operations	235,000	86,568	148,432
Grounds	1,199,492	674,489	525,003
Recreation	352,033	248,459	103,574
Utilities	345,000	183,936	161,064
Total Expenditures	<u>2,376,175</u>	<u>1,330,011</u>	<u>1,046,164</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)	816,530	(825,425)
Fund Balance - Beginning	215,562	302,466	(86,904)
Fund Balance - Ending	<u>\$ 206,667</u>	<u>\$ 1,118,996</u>	<u>\$ (912,329)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

Tallyns Reach Authority
General Fund Schedule of Expenditures - Budget and Actual
For the Period Ending July 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Expenditures			
Administration			
Accounting	48,400	38,122	10,278
Billing	28,600	16,684	11,916
Auditing	12,000	-	12,000
Authority management	40,700	23,741	16,958
Dues and membership	3,500	2,220	1,281
Election	18,950	2,015	16,934
Insurance	26,000	28,873	(2,873)
Administrative legal services	50,000	17,603	32,397
Authority mapping services	10,000	1,500	8,500
Miscellaneous	5,000	5,501	(501)
Website	1,500	300	1,200
Total Administration expenditures	<u>244,650</u>	<u>136,559</u>	<u>108,091</u>
Operations			
Property management	90,000	52,500	37,500
Operations legal services	50,000	18,244	31,756
Legal collections	20,000	1,568	18,432
Direct costs - postage, mailing, mileage, etc	25,000	14,256	10,744
Engineering	50,000	-	50,000
Total Operations expenditures	<u>235,000</u>	<u>86,568</u>	<u>148,432</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	13,013	(8,013)
Landscape management	291,338	168,520	122,818
Annual flowers	30,000	39,941	(9,941)
Irrigation repairs	75,000	51,313	23,688
Irrigation management	92,904	64,740	28,164
Pest control	23,000	48,553	(25,553)
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	63,423	46,576
Perennial bed maintenance	30,000	47,562	(17,561)
Snow removal	83,250	40,947	42,302
Winter watering	36,000	14,400	21,600
Beautification: native grasses management	100,000	15,568	84,432
Beautification: flowers & shrubs	200,000	25,008	174,992
Beautification: wood posts maintenance	30,000	24,393	5,607
Beautification: mulch refresh	30,000	56,442	(26,442)
Total Grounds expenditures	<u>1,199,492</u>	<u>674,489</u>	<u>525,003</u>
Recreation			
Pool contract	165,738	129,170	36,568
Pool repairs	20,000	4,879	15,121
Pool chemicals	15,000	17,103	(2,103)
Pool furniture	60,000	57,202	2,798
Pool equipment	5,000	-	5,000
Kiddie pool	5,000	-	5,000

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

Tallyns Reach Authority
General Fund Schedule of Expenditures - Budget and Actual
For the Period Ending July 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Clubhouse management	33,295	16,644	16,651
Storage building/Pool house	2,000	-	2,000
Security	-	1,183	(1,183)
Clubhouse maintenance supplies	3,000	-	3,000
Indoor building maintenance	5,000	9,364	(4,364)
Outside building maintenance	5,000	-	5,000
Trash removal	8,000	5,683	2,317
Janitorial/housekeeping	7,000	2,200	4,800
Playground equipment	1,000	-	1,000
Telephone/access control	6,000	2,754	3,246
Supplies other	5,000	-	5,000
Tennis court maintenance	2,000	-	2,000
Events	4,000	2,276	1,723
Total Recreation expenditures	<u>352,033</u>	<u>248,459</u>	<u>103,574</u>
Utilities			
Water	325,000	166,685	158,315
Gas	20,000	17,251	2,749
Total Utilities expenditures	<u>345,000</u>	<u>183,936</u>	<u>161,064</u>
Total Expenditures	<u>2,376,175</u>	<u>1,330,011</u>	<u>1,046,164</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 July 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 10,000.00	\$ 31,037.56	\$ (21,037.56)
Other revenue	-	114,731.72	(114,731.72)
Total Revenue	<u>10,000.00</u>	<u>145,769.28</u>	<u>(135,769.28)</u>
Expenditures			
Irrigation updates	70,000.00	12,300.00	57,700.00
Retaining walls	150,000.00	3,848.70	146,151.30
Retention/Detention ponds maintenance	-	19,800.12	(19,800.12)
Tree replacements	200,000.00	155,410.24	44,589.76
Native grass maintenance/upgrades	50,000.00	5,449.08	44,550.92
Signage	30,000.00	24,562.29	5,437.71
Pool improvements	10,000.00	-	10,000.00
Pool repairs	10,000.00	-	10,000.00
Clubhouse improvements	10,000.00	-	10,000.00
Turf conversions to natives/xeriscaping	75,000.00	20,431.01	54,568.99
Monuments	-	153,458.80	(153,458.80)
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>407,373.47</u>	<u>307,626.53</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)	(261,604.19)	(143,395.81)
Fund Balance - Beginning	1,054,713.00	1,065,837.97	(11,124.97)
Fund Balance - Ending	<u>\$ 649,713.00</u>	<u>\$ 804,233.78</u>	<u>\$ (154,520.78)</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 September 13, 2023

	<u>General Fund</u>	<u>Capital Fund</u>	<u>Total</u>
<u>1st Bank Checking</u>			
Balance as of 07/31/23	\$ 414,086.96	\$ -	\$ 414,086.96
Subsequent activities:			
08/01/23 - Aurora Water autopay	(31,110.85)	-	(31,110.85)
08/24/23 - Bill.com Payables	(110,193.76)	(9,598.50)	(119,792.26)
08/31/23 - Aurora Water autopay	(55,389.54)	-	(55,389.54)
08/31/23 - August Operations Fees Deposits	167,760.39	-	167,760.39
09/13/23 - September Operations Fees Deposits	4,028.56	-	4,028.56
<i>Anticipated Interfund Transfer</i>	(9,598.50)	9,598.50	-
<i>Anticipated Bill.Com Payables</i>	(67,963.39)	-	(67,963.39)
<i>Anticipated Balance</i>	<u>\$ 311,619.87</u>	<u>\$ -</u>	<u>\$ 311,619.87</u>
<u>ColoTrust</u>			
Balance as of 07/31/23	\$ 262,599.71	\$ 292,538.48	\$ 555,138.19
Subsequent activities:			
08/31/23 - Interest income	1,218.23	1,357.11	2,575.34
09/07/23 - Transfer from Tallyn's Reach MD No. 3	1,100.00	-	1,100.00
<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>	250,000.00	-	250,000.00
<i>Anticipated Transfer from Colotrust Edge</i>	-	300,000.00	300,000.00
<i>Anticipated Interfund Transfer</i>	(290,401.50)	290,401.50	-
<i>Anticipated Balance</i>	<u>\$ 474,516.44</u>	<u>\$ 884,297.09</u>	<u>\$ 1,358,813.53</u>
<u>ColoTrust Edge</u>			
Balance as of 07/31/23	\$ -	\$ 521,793.60	\$ 521,793.60
Subsequent activities:			
08/31/23 - Interest income	-	2,372.07	2,372.07
<i>Anticipated Transfer to Colotrust</i>	-	(300,000.00)	(300,000.00)
<i>Anticipated Balance</i>	<u>\$ -</u>	<u>\$ 224,165.67</u>	<u>\$ 224,165.67</u>
<i>Total Anticipated Balances</i>	<u>\$ 786,136.31</u>	<u>\$ 1,108,462.76</u>	<u>\$ 1,894,599.07</u>

Yield Information @ 08/31/23:

Colotrust Plus - 5.4503%

Colotrust Edge - 5.3525%

**TALLYNS REACH AUTHORITY
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

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

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

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

Revenues

General Operations Fees - Homes

The general operations fee is a fee billed quarterly to residential units at a rate of \$235 per lot per quarter. The fee is used to pay for services provided in connection with the construction, operations, and maintenance of public facilities within the Legal Boundaries, including recreational facilities, landscaping and common areas.

General Operations Fees - Apartments

The sanctuary assessments are a fee billed to apartments at a rate of \$108,630 per quarter. These fees are also used to pay for services provided in connection with the construction, operations, and maintenance of public facilities within the Legal Boundaries, including recreational facilities, landscaping and common areas. Apartments receive a fee discount from residential units to account for lack of pool access.

Intergovernmental revenue

During 2023, the Authority anticipates receiving \$250,000 from Tallyn's Reach Metropolitan District No. 2 and \$250,000 from Tallyn's Reach Metropolitan District No. 3 which will be used to pay for the Authority's Administrative expenses as required by law and to supplement the contribution to the Authority Capital Fund (Reserves).

Net Investment Income

Interest earned on the District's available funds has been estimated at historical interest rates earnings.

**TALLYNS REACH AUTHORITY
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures

Administrative and Operating Expenditures

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

Grounds and Recreation Expenses

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

Capital Outlay

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

Debt and Leases

The District has no capital or operating leases.

TALLYN'S REACH AUTHORITY
Arapahoe County, Colorado

FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION

YEAR ENDED DECEMBER 31, 2022

**TALLYN'S REACH AUTHORITY
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INSERT INDEPENDENT AUDITOR'S REPORT

**TALLYN'S REACH AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2022**

The management of Tallyn's Reach Authority (the Authority) offers the readers of the Authority's financial statements this narrative overview and analysis of the financial activities of the Authority for the fiscal year ended December 31, 2022.

The Management Discussion and Analysis (MD&A) focuses on the presentation of the financial statements and the related activities in two distinct ways: 1) the review of government-wide financials that reflect the overall assets and activity of the government including the Authority's capital assets, and 2) the more traditional view of the governmental funds that have been established to account for specific activities of the Authority.

This MD&A will provide a quick look at the highlights of each of these presentations, a more definitive view of what comprises each of these presentations, and a more detailed analysis of each of the presentations, key components and the changes that occurred during 2022.

Financial Highlights

Government-wide financial statement highlights include:

- The assets of the Authority exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$7,170,104 (net position).
- Of the net position:
 - \$5,801,800 is the net investment in the Authority's capital assets, related to the acquisition of the assets.
 - The Authority has restricted a portion of the remaining net position in the amount of \$1,065,838 for the Capital Projects fund.
 - After considering the above restrictions, the Authority has unrestricted net position in the amount of \$302,466.
- The government's total net position increased from 2021 to 2022 by \$146,801 under the full accrual method:
 - Program revenues increased from the prior year by \$488,632 primarily as a result of increased dues for homeowners and additional pledged revenues from Tallyn's Reach Metropolitan District No. 3. Expenses increased \$323,408 from the prior year primarily due to higher general government, public works, and parks expenses.

Fund financial statement highlights include:

- As of the close of the current fiscal year, the Authority's governmental funds reported a combined ending fund balance of \$1,368,304.
- The assigned and unassigned amounts of \$1,074,733 and \$287,349, respectively, are available for spending at the Authority's discretion. They are comprised of:
 - During 2022, the General Fund received \$2,466,087 in revenues, offset with \$2,018,053 in expenditures and a transfer of \$500,000 to the Capital Projects Fund; thereby, the net decrease in fund balance for the year was \$51,966, resulting in an ending fund balance of \$302,466. \$6,222 is nonspendable and represents prepaid expenses at year end, \$8,895 is assigned for the subsequent year's expenditures, and \$287,349 is unassigned.
 - The Capital Projects Fund received \$16,578 in revenues and \$500,000 of transfers from the General Fund. Revenues and other financing sources were offset with \$300,758 of expenditures leaving an ending fund balance of \$1,065,838 assigned for future capital projects.

**TALLYN'S REACH AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2022**

Overview of the Financial Statements

Management's discussion and analysis is intended to serve as an introduction to the Authority's basic financial statements. The Authority's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to financial statements. This report also contains other supplemental information in addition to the basic financial statements.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the Authority's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the Authority's assets and liabilities, with the difference between the two reported as net assets. Over time, increases or decreases in the net position may serve as a useful indicator of whether the financial position of the Authority is improving or deteriorating.

The statement of activities presents information showing how the Authority's net assets changed during the current year. All changes in the net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenue and expenses are reported in this statement for some items that will only result in cash flows in future fiscal years.

Both of the government-wide financial statements identify functions of the Authority that are principally to be supported by taxes and intergovernmental revenues (i.e. governmental activities).

The government-wide financial statements can be found on pages 1 – 2 of this report.

Fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Authority, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. Both of the funds of the Authority are governmental funds.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions.

Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

**TALLYN'S REACH AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2022**

The Authority maintains two individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for each of the funds – general and capital projects – both of which are considered to be major funds.

The Authority adopts an annual appropriated budget for each fund. Budgetary comparison statements have been provided for the general fund in the basic financial statements to demonstrate compliance with the budget.

The basic governmental fund financial statements and reconciliation to the government-wide financial statements can be found on pages 3 – 6 of this report.

Notes to financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to financial statements can be found on pages 7 – 6 of this report.

Supplementary information. The supplementary information provided in this report after the basic financial statements includes a schedule of revenues, expenditures, and changes in fund balances, budget and actual comparison, for the capital projects fund, and a statement of expenditures, budget and actual comparison, for the general fund. These schedules can be found on pages 18 – 20 of this report.

Governmental Activities Financial Analysis

Net position may serve over time as a useful indicator of a government's financial position. In the case of the Authority, assets exceeded liabilities and deferred inflows of resources by \$7,140,808 at the close of the most recent fiscal year.

**TALLYN'S REACH AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2022**

Net Position

	Governmental Activities		Increase (Decrease)
	2022	2021	
Assets			
Current and Other Assets	\$ 2,041,872	\$ 1,785,543	\$ 256,329
Capital Assets	5,801,800	5,818,853	(17,053)
Total Assets	<u>7,843,672</u>	<u>7,604,396</u>	<u>239,276</u>
Liabilities			
Current and Other Liabilities	126,823	103,433	23,390
Total Liabilities	<u>126,823</u>	<u>103,433</u>	<u>23,390</u>
Deferred Inflows of Resources			
Prepaid Assessments	14,645	9,820	4,825
Deferred Revenue	532,100	467,840	64,260
Total Deferred Inflows of Resources	<u>546,745</u>	<u>477,660</u>	<u>69,085</u>
Net Position			
Net Investment in Capital Assets	5,801,800	5,818,853	(17,053)
Restricted	1,065,838	850,018	215,820
Unrestricted	302,466	354,432	(51,966)
Total Net Position	<u>\$ 7,170,104</u>	<u>\$ 7,023,303</u>	<u>\$ 146,801</u>

The most significant portion of the Authority's net position (81%) represents the Authority's investment in capital assets (e.g. land, buildings, infrastructure, machinery, and equipment). The Authority acquired these capital assets in order to provide recreational activities to citizens. Consequently, these assets are not available for future spending.

The Authority has an unrestricted net position in the amount of \$302,466. This amount can be used by the Authority to meet its ongoing obligations to constituents and creditors.

**TALLYN'S REACH AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2022**

Change in Net Position

	Governmental Activities		Increase (Decrease)
	2022	2021	
Revenues			
Program Revenues:			
Charges for Services	\$ 1,886,096	\$ 1,647,464	\$ 238,632
Operating Grants and Contributions	500,000	250,000	250,000
Capital Grants and Contributions	-	-	-
General Revenues:			
Investment Income	22,671	630	22,041
Other	73,898	33,221	40,677
Total Revenues	<u>2,482,665</u>	<u>1,931,315</u>	<u>551,350</u>
Expenses			
General Government	596,589	433,795	162,794
Public Works	221,163	83,197	137,966
Parks	1,297,268	1,269,243	28,025
Recreation	220,844	226,221	(5,377)
Total Expenses	<u>2,335,864</u>	<u>2,012,456</u>	<u>323,408</u>
CHANGE IN NET POSITION	146,801	(81,141)	227,942
Net Position - Beginning of Year	<u>7,023,303</u>	<u>7,104,444</u>	<u>(81,141)</u>
NET POSITION - END OF YEAR	<u>\$ 7,170,104</u>	<u>\$ 7,023,303</u>	<u>\$ 146,801</u>

The Authority's net position decreased by \$146,801 during the current fiscal year. General operation fees and Sanctuary assessments, which consist of quarterly fees collected from single family residences and apartment residences, are accounted for as charges for services. Intergovernmental revenues, which consists of property taxes transferred from Tallyn's Reach Metropolitan District No. 2 and Tallyn's Reach Metropolitan District No. 3, are accounted for as operating grants and contributions.

Governmental Funds Financial Analysis

As noted earlier, the Authority used fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

The focus of the Authority's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Authority's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the Authority's governmental funds reported a combined ending fund balance of \$1,368,304, all of which constitutes an assigned, unassigned, or nonspendable fund balance, which is available for spending at the government's discretion within the parameters established for each fund.

**TALLYN'S REACH AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2022**

The General Fund is the chief operating fund of the Authority. At the end of the current fiscal year, an unassigned fund balance of \$287,349, assigned fund balance of \$8,895, and nonspendable fund balance of \$6,222 was held in the General Fund.

The Capital Projects Fund is used for future construction of infrastructure and other capital-related activities. At year-end, the total fund balance is \$1,065,838, all of which are assigned.

General Fund Budgetary Highlights

The Authority prepares its budget on the modified accrual basis of accounting to recognize the fiscal impact of debt issuance, sales of assets and debt repayments, as well as capital outlay, in addition to operations and non-operating revenue and contributions. Depreciation is not reflected on the budget since it does not affect funds available. This budgetary accounting is required by State statutes.

Capital Assets

The Authority had \$5,801,800 invested in net capital assets for its governmental activities for the year ended December 31, 2022. This investment in capital assets, which is net of accumulated depreciation, includes land improvement for parks, recreation centers, and recreational equipment.

Additional information on the Authority's capital assets can be found within Note 4 of this report.

Next Year's Budget and Rates

The Authority has appropriated \$2,376,175 in the General Fund and \$715,000 in the Capital Projects Fund for spending in the 2023 fiscal year.

Request for Information

Management's discussion and analysis is designed to provide a general overview of the Authority's finances. Questions concerning any of the information provided within this report or requests for additional information should be addressed to:

Accountant of Tallyn's Reach Authority
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111

BASIC FINANCIAL STATEMENTS

**TALLYN'S REACH AUTHORITY
STATEMENT OF NET POSITION
DECEMBER 31, 2022**

	Governmental Activities
ASSETS	
Cash and Investments	\$ 305,502
Cash and Investments - Restricted	1,092,375
Prepaid Expense	6,222
Accounts Receivable	637,773
Capital Assets, Net of Accumulated Depreciation	5,772,504
Capital Assets, Not Being Depreciated:	
Construction in Progress	29,296
Total Assets	7,843,672
LIABILITIES	
Accounts Payable	126,823
Total Liabilities	126,823
DEFERRED INFLOWS OF RESOURCES	
Prepaid Assessments	14,645
Deferred Revenue	532,100
Total Deferred Inflows of Resources	546,745
NET POSITION	
Net Investment in Capital Assets	5,801,800
Restricted for:	
Capital Projects	1,065,838
Unrestricted	302,466
Total Net Position	\$ 7,170,104

See accompanying Notes to Basic Financial Statements.

**TALLYN'S REACH AUTHORITY
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2022**

		Program Revenues			Net Revenues (Expenses) and Changes in Net Position
Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions		Governmental Activities
FUNCTIONS/PROGRAMS					
Primary Government:					
Government Activities:					
General Government	\$ 596,589	\$ 548,464	\$ 500,000	\$ -	\$ 451,875
Public Works	221,163	-	-	-	(221,163)
Parks	1,297,268	1,143,043	-	-	(154,225)
Recreation	220,844	194,589	-	-	(26,255)
	<u>\$ 2,335,864</u>	<u>\$ 1,886,096</u>	<u>\$ 500,000</u>	<u>\$ -</u>	<u>50,232</u>
GENERAL REVENUES					
					22,671
					73,898
					<u>96,569</u>
CHANGE IN NET POSITION					
					146,801
					<u>7,023,303</u>
NET POSITION - END OF YEAR					
					<u>\$ 7,170,104</u>

See accompanying Notes to Basic Financial Statements.

**TALLYN'S REACH AUTHORITY
BALANCE SHEET – GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2022**

	General	Capital Projects	Total Governmental Funds
ASSETS			
Cash and Investments	\$ 305,502	\$ -	\$ 305,502
Cash and Investments - Restricted	-	1,092,375	1,092,375
Accounts Receivable	637,773	-	637,773
Prepaid Expense	6,222	-	6,222
Total Assets	\$ 949,497	\$ 1,092,375	\$ 2,041,872
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
LIABILITIES			
Accounts Payable	\$ 100,286	\$ 26,537	\$ 126,823
Total Liabilities	100,286	26,537	126,823
DEFERRED INFLOWS OF RESOURCES			
Prepaid Assessments	14,645	-	14,645
Deferred Revenue	532,100	-	532,100
Total Deferred Inflows of Resources	546,745	-	546,745
FUND BALANCES			
Nonspendable	6,222	-	6,222
Assigned to:			
Subsequent Year's Expenditures	8,895	-	8,895
Capital Projects	-	1,065,838	1,065,838
Unassigned	287,349	-	287,349
Total Fund Balances	302,466	1,065,838	1,368,304
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 949,497	\$ 1,092,375	
Amounts reported for governmental activities in the statement of net position are different because:			
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the funds.			
Capital Assets, Not Being Depreciated:			
Construction in Progress			29,296
Capital Assets, Net of Accumulated Depreciation			5,772,504
Net Position of Governmental Activities			\$ 7,170,104

See accompanying Notes to Basic Financial Statements.

(3)

PRELIMINARY DRAFT - SUBJECT TO REVISION

TALLYN'S REACH AUTHORITY
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2022

	General Fund	Capital Projects	Total Governmental Funds
REVENUES			
General Operations Fees	\$ 1,577,696	\$ -	\$ 1,577,696
Sanctuary Assessments	285,600	-	285,600
Transfer from TRMD No. 2	250,000	-	250,000
Transfer from TRMD No. 3	250,000	-	250,000
Clubhouse Rental	22,000	-	22,000
Interest Income	6,093	16,578	22,671
Legal, Late, and Collection Income	12,386	-	12,386
Penalties	24,116	-	24,116
Other Revenue	37,396	-	37,396
Pool Keys	800	-	800
Total Revenues	2,466,087	16,578	2,482,665
EXPENDITURES			
Current:			
General and Administration	353,980	-	353,980
Operations Expenses	145,961	-	145,961
Grounds Expenses	1,022,405	-	1,022,405
Recreation Expenses	220,844	-	220,844
Utilities Expenses	274,863	-	274,863
Capital:			
Wood Post Replacement	-	26,537	26,537
Xeriscaping	-	115,726	115,726
Monuments	-	42,767	42,767
Picnic Tables & Park Benches	-	7,337	7,337
Pool Repairs	-	7,800	7,800
Clubhouse Improvements	-	11,505	11,505
Irrigation Updates	-	22,638	22,638
Retaining Walls	-	10,186	10,186
Native Grass Maintenance and Upgrades	-	38,628	38,628
Streets	-	15,741	15,741
Storm Drainage	-	1,893	1,893
Total Expenditures	2,018,053	300,758	2,318,811
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	448,034	(284,180)	163,854
OTHER FINANCING SOURCES (USES)			
Transfers to Other Fund	(500,000)	-	(500,000)
Transfers from Other Fund	-	500,000	500,000
Total Other Financing Sources (Uses)	(500,000)	500,000	-
NET CHANGE IN FUND BALANCES	(51,966)	215,820	163,854
Fund Balances - Beginning of Year	354,432	850,018	1,204,450
FUND BALANCES - END OF YEAR	\$ 302,466	\$ 1,065,838	\$ 1,368,304

See accompanying Notes to Basic Financial Statements.

(4)

PRELIMINARY DRAFT - SUBJECT TO REVISION

**TALLYN'S REACH AUTHORITY
RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2022**

Net Change in Fund Balances - Total Governmental Funds	\$	163,854
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Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. In the statement of activities, capital outlay is not reported as an expenditure. However, the statement of activities will report as depreciation expense the allocation of the cost of any depreciable asset over the estimated useful life of the asset.

Capital Outlay		79,595
Depreciation Expense		<u>(96,648)</u>

Changes in Net Position of Governmental Activities	\$	<u>146,801</u>
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See accompanying Notes to Basic Financial Statements.

**TALLYN'S REACH AUTHORITY
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCE – BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2022**

	<u>Original and Final Budget</u>	<u>Actual Amounts</u>	Variance with Final Budget Positive (Negative)
REVENUES			
General Operations Fees	\$ 1,587,520	\$ 1,577,696	\$ (9,824)
Sanctuary Assessments	285,600	285,600	-
Transfer from TRMD No. 2	250,000	250,000	-
Transfer from TRMD No. 3	250,000	250,000	-
Clubhouse Rental	2,500	22,000	19,500
Interest Income	1,000	6,093	5,093
Legal, Late, and Collection Income	-	12,386	12,386
Penalties	-	24,116	24,116
Other Revenue	1,000	37,396	36,396
Pool Keys	500	800	300
Total Revenues	<u>2,378,120</u>	<u>2,466,087</u>	<u>87,967</u>
EXPENDITURES			
General and Administration	333,200	353,980	(20,780)
Operations Expenses	177,000	145,961	31,039
Grounds Expenses	1,059,500	1,022,405	37,095
Recreation Expenses	249,320	220,844	28,476
Utilities Expenses	299,000	274,863	24,137
Total Expenditures	<u>2,118,020</u>	<u>2,018,053</u>	<u>99,967</u>
EXCESS OF REVENUES OVER EXPENDITURES	260,100	448,034	187,934
OTHER FINANCING SOURCES (USES)			
Transfers Out	<u>(500,000)</u>	<u>(500,000)</u>	-
Total Other Financing Uses	<u>(500,000)</u>	<u>(500,000)</u>	-
NET CHANGE IN FUND BALANCE	(239,900)	(51,966)	187,934
Fund Balance - Beginning of Year	<u>399,520</u>	<u>354,432</u>	<u>(45,088)</u>
FUND BALANCE - END OF YEAR	<u><u>\$ 159,620</u></u>	<u><u>\$ 302,466</u></u>	<u><u>\$ 142,846</u></u>

See accompanying Notes to Basic Financial Statements.

(6)

PRELIMINARY DRAFT - SUBJECT TO REVISION

**TALLYN'S REACH AUTHORITY
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 1 DEFINITION OF REPORTING ENTITY

The Tallyn's Reach Authority (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 (District No. 2) and Tallyn's Reach Metropolitan District No. 3 (District No. 3) agreed to establish the Authority. The 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. Tallyn's Reach Metropolitan District No. 1 (District No. 1), District No. 2 and District No. 3 were originally organized on November 6, 1998, as quasi-municipal organizations established under the state of Colorado Special District Act. All three districts are governed by the same Service Plan, which provides that District No. 1 is the "Operating District" and District No. 2 and District No. 3 are the "Taxing Districts". District No. 1 was established to provide water, street, traffic and safety control, television relay and translator, transportation, parks and recreation and sanitation improvements that benefit the citizens of the District. The Taxing Districts are to provide funding to the Operating District for the construction, operation and maintenance of various public improvements and the Operating District is expected to manage such construction, operation and maintenance. As of May 9, 2018, District No. 1 assigned all of its assets, liabilities, rights and obligations to the Authority after which District No. 1 was dissolved. The Authority's primary revenues are homeowner assessments and other fees. The Taxing Districts' primary revenues are property taxes. The Authority is governed by an elected Board of Directors.

The Authority follows the Governmental Accounting Standards Board (GASB) accounting pronouncements which provide guidance for determining which governmental activities, organizations and functions should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens and fiscal dependency.

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

The Authority is not financially accountable for any other organization, nor is the Authority a component unit of any other primary governmental entity.

**TALLYN'S REACH AUTHORITY
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The more significant accounting policies of the Authority are described as follows:

Government-Wide and Fund Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities. These financial statements include all of the activities of the Authority. The effect of interfund activity has been removed from these statements. Governmental activities are normally supported by taxes and intergovernmental revenues.

The statement of net position reports all financial and capital resources of the Authority. The difference between the sum of assets and deferred outflows and the sum of liabilities and deferred inflows is reported as net position.

The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for the governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The major sources of revenue susceptible to accrual are property taxes and specific ownership taxes. All other revenue items are considered to be measurable and available only when cash is received by the Authority. Expenditures, other than interest on long-term obligations, are recorded when the liability is incurred or the long-term obligation is due.

**TALLYN'S REACH AUTHORITY
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The Authority reports the following major governmental funds:

The General Fund is the Authority's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Capital Projects Fund is used to account for financial resources to be used for the acquisition and construction of capital improvements.

Budgets

In accordance with the State Budget Law, the Authority's Board of Directors holds public hearings in the fall each year to approve the budget and appropriate the funds for the ensuing year. The appropriation is at the total fund expenditures level and lapses at year-end. The Authority's Board of Directors can modify the budget by line item within the total appropriation without notification. The appropriation can only be modified upon completion of notification and publication requirements. The budget includes each fund on its basis of accounting, unless otherwise indicated.

Pooled Cash and Investments

The Authority's cash and investments are considered to be cash on hand and short-term investments with maturities of three months or less from the date of acquisition. Investments for the government are reported at fair value.

The Authority follows the practice of pooling cash and investments of all funds to maximize investment earnings. Except when required by trust or other agreements, all cash is deposited to and disbursed from a minimum number of bank accounts. Cash in excess of immediate operating requirements is pooled for deposit and investment flexibility. Investment earnings are allocated periodically to the participating funds based upon each fund's average equity balance in the total cash.

Fair Value of Financial Instruments

The Authority's financial instruments include cash and investments, accounts receivable and accounts payable. The Authority estimates that the fair value of all financial instruments at December 31, 2022, does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying balance sheet. The carrying amount of these financial instruments approximates fair value because of the short maturity of these instruments.

Estimates

The preparation of these financial statements in conformity with accounting principles generally accepted in the United States of America requires Authority management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**TALLYN'S REACH AUTHORITY
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g. roads, bridges, sidewalks, and similar items), are reported in the government-wide financial statements. Capital assets are defined by the Authority as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded as historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the assets or materially extend the life of the asset are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related fixed capital assets, as applicable using the straight-line method. Depreciation on property that will remain assets of the Authority is reported on the statement of activities as a current charge. Improvements that will be conveyed to other governmental entities are classified as construction in progress and are not depreciated. Land and certain landscaping improvements are not depreciated.

Property, plant and equipment are depreciated using the straight-line method over the following estimated useful lives:

Parks and Recreation	25 Years
Recreation Equipment	5 Years

Deferred Inflows of Resources

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The Authority has two items that qualify for reporting in this category. Accordingly, the items, *prepaid assessments and deferred revenue*, are deferred and recognized as an inflow of resources in the period that the amount becomes available.

Equity

Net Position

For government-wide presentation purposes when both restricted and unrestricted resources are available for use, it is the Authority's practice to use restricted resources first, then unrestricted resources as they are needed.

TALLYN'S REACH AUTHORITY
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Equity (Continued)

Fund Balance

Fund balance for governmental funds should be reported in classifications that comprise a hierarchy based on the extent to which the government is bound to honor constraints on the specific purposes for which spending can occur. Governmental funds report up to five classifications of fund balance: nonspendable, restricted, committed, assigned, and unassigned. Because circumstances differ among governments, not every government or every governmental fund will present all of these components. The following classifications describe the relative strength of the spending constraints:

Nonspendable Fund Balance – The portion of fund balance that cannot be spent because it is either not in spendable form (such as prepaid amounts or inventory) or legally or contractually required to be maintained intact.

Restricted Fund Balance – The portion of fund balance that is constrained to being used for a specific purpose by external parties (such as bondholders), constitutional provisions, or enabling legislation.

Committed Fund Balance – The portion of fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority, the Board of Directors. The constraint may be removed or changed only through formal action of the Board of Directors.

Assigned Fund Balance – The portion of fund balance that is constrained by the government's intent to be used for specific purposes, but is neither restricted nor committed. Intent is expressed by the Board of Directors to be used for a specific purpose. Constraints imposed on the use of assigned amounts are more easily removed.

Unassigned Fund Balance – The residual portion of fund balance that does not meet any of the criteria described above.

If more than one classification of fund balance is available for use when an expenditure is incurred, it is the Authority's practice to use the most restrictive classification first.

**TALLYN'S REACH AUTHORITY
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 3 CASH AND INVESTMENTS

Cash and investments as of December 31, 2022, are classified in the accompanying financial statements as follows:

Statement of Net Position:

Cash and Investments	\$ 305,502
Cash and Investments - Restricted	1,092,375
Total Cash and Investments	<u>\$ 1,397,877</u>

Cash and investments as of December 31, 2022, consist of the following:

Deposits with Financial Institutions	\$ 205,614
Investments	1,192,263
Total Cash and Investments	<u>\$ 1,397,877</u>

Deposits with Financial Institutions

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool for all the uninsured public deposits as a group is to be maintained by another institution or held in trust. The market value of the collateral must be at least 102% of the aggregate uninsured deposits.

The State Commissioners for banks and financial services are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

At December 31, 2022, the Authority's cash deposits had a bank balance of \$193,162 and carrying balance of \$205,614.

Investments

The Authority has not adopted a formal investment policy; however, the Authority follows state statutes regarding investments.

The Authority generally limits its concentration of investments to those noted with an asterisk (*) below, which are believed to have minimal credit risk, minimal interest rate risk, and no foreign currency risk. Additionally, the Authority is not subject to concentration risk or investment custodial risk disclosure requirements for investments that are in the possession of another party.

Colorado revised statutes limit investment maturities to five years or less unless formally approved by the Board of Directors. Such actions are generally associated with a debt service reserve or sinking fund requirements.

**TALLYN'S REACH AUTHORITY
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

Investments (Continued)

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local governments may invest, which include:

- . Obligations of the United States, certain U.S. government agency securities and securities of the World Bank
- . General obligation and revenue bonds of U.S. local government entities
- . Certain certificates of participation
- . Certain securities lending agreements
- . Bankers' acceptances of certain banks
- . Commercial paper
- . Written repurchase agreements and certain reverse repurchase agreements collateralized by certain authorized securities
- . Certain money market funds
- . Guaranteed investment contracts
- * Local government investment pools

As of December 31, 2022, the Authority had the following investments:

<u>Investment</u>	<u>Maturity</u>	<u>Amount</u>
Colorado Liquid Asset Trust (COLOTRUST)	Weighted-Average Under 60 Days	<u>\$ 1,192,263</u>
Total Investments		<u><u>\$ 1,192,263</u></u>

**TALLYN'S REACH AUTHORITY
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

COLOTRUST

The District invested in the Colorado Local Government Liquid Asset Trust (COLOTRUST) (the Trust), an investment vehicle established for local government entities in Colorado to pool surplus funds. The State Securities Commissioner administers and enforces all State statutes governing the Trust. The Trust currently offers three portfolios – COLOTRUST PRIME, COLOTRUST PLUS+, and COLOTRUST EDGE.

COLOTRUST PRIME and COLOTRUST PLUS+, which operate similarly to a money market fund and each share is equal in value to \$1.00, offer daily liquidity. Both portfolios may invest in U.S. Treasury securities and repurchase agreements collateralized by U.S. Treasury securities. COLOTRUST PLUS+ may also invest in certain obligations of U.S. government agencies, highest rated commercial paper, and any security allowed under CRS 24-75-601.

COLOTRUST EDGE, a variable Net Asset Value (NAV) Local Government Investment Pool, offers weekly liquidity and is managed to approximate a \$10.00 transactional share price. COLOTRUST EDGE may invest in securities authorized by Section 24-75-601.1, C.R.S., including U.S. Treasury securities, repurchase agreements collateralized by U.S. Treasury securities, certain obligations of U.S. government agencies, and highest rated commercial paper.

A designated custodial bank serves as custodian for the Trust's portfolios pursuant to a custodian agreement. The custodian acts as safekeeping agent for the Trust's investment portfolios and provides services as the depository in connection with direct investments and withdrawals. The custodian's internal records segregate investments owned by the Trust. COLOTRUST PRIME and COLOTRUST PLUS+ are rated AAAM by Standard & Poor's. COLOTRUST EDGE is rated AAaf/S1 by FitchRatings. COLOTRUST records its investments at fair value and the District records its investment in COLOTRUST at net asset value as determined by fair value. There are no unfunded commitments, the redemption frequency is daily or weekly, and there is no redemption notice period.

TALLYN'S REACH AUTHORITY
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 4 CAPITAL ASSETS

An analysis of the changes in capital assets for the year ended December 31, 2022, follows:

	Balance January 01, 2022	Additions	Deletions	Balance December 31, 2022
Capital Assets, Not Depreciated:				
CIP	\$ 19,110	\$ 10,186	\$ -	\$ 29,296
Landscaping Costs	5,095,698	-	-	5,095,698
Total Capital Assets, Not Depreciated	5,114,808	10,186	-	5,124,994
Capital Assets, Being Depreciated:				
Recreation Center and Pool	1,929,510	19,305	-	1,948,815
Recreation Equipment	40,908	50,104	-	91,012
Total Capital Assets, Being Depreciated	1,970,418	69,409	-	2,039,827
Total Accumulated Depreciation	(1,266,373)	(96,648)	-	(1,363,021)
Total Capital Assets, Being Depreciated, Net	704,045	(27,239)	-	676,806
Total Assets	<u>\$ 5,818,853</u>	<u>\$ (27,239)</u>	<u>\$ -</u>	<u>\$ 5,801,800</u>

NOTE 5 NET POSITION

The Authority has net position consisting of three components – net investment in capital assets, restricted, and unrestricted.

Net investments in capital assets consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. As of December 31, 2022, the Authority had net investment in capital assets of \$5,801,800.

The restricted component of net position includes net assets that are restricted for use either externally imposed by creditors, grantors, contributors, or laws and regulations of other governments or imposed by law through constitutional provisions or enabling legislation. The Authority had a restricted net position as of December 31, 2022 as follows:

Restricted Net Position:	
Capital Projects	<u>\$ 1,065,838</u>
Total Restricted Net Position	<u>\$ 1,065,838</u>

**TALLYN'S REACH AUTHORITY
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 6 DEVELOPMENT AND OPERATIONS FEES

Amended and Restated Joint Resolution Concerning the Imposition of District Development and Operations Fees

On August 24, 1999, and as amended and/or restated in 2000, 2001, 2002, 2003, 2005, 2007, 2010, and 2012, District Nos. 1, 2 and 3 entered into a Joint Resolution Concerning the Imposition of District Development Fees which authorized District No. 1 to impose a development fee due not later than thirty days after the date upon which a building permit is issued to a buyer by the City of Aurora. The fee was initially set in 2001 at \$3,000 per detached single-family residence. Various multi-family rates also apply. The fee can increase by 5% per year. During 2017, the fee for 2018 and 2019 was set at \$6,850 and this rate did not change in 2020 or 2021. Pursuant to the Tallyn's Reach Authority Establishment Agreement, the Authority is now authorized to impose development fees. During the period ended December 31, 2022, the Authority earned no development fees. The resolution also established a General Operations Fee which is to be used to cover the costs associated with the operation and maintenance of Tallyn's Reach facilities. On December 3, 2013, District Nos. 1, 2 and 3 approved an Amended and Restated Joint Resolution Regarding the Imposition of District Fees which further clarified the fees and established a schedule of fees for 2015 which is adjusted on an annual basis. For 2022, the operations fee was \$220 per quarter for single family residences and \$71,400 per quarter to apartments. Pursuant to the Tallyn's Reach Authority Establishment Agreement, the Authority is now authorized to impose General Operations fees. During the period ended December 31, 2022, the Authority collected \$1,863,296 of these fees.

NOTE 7 INTERFUND AND OPERATING TRANSFERS

The transfer of \$500,000 from the General Fund to the Capital Projects Fund was transferred for the purpose of funding future capital improvement costs.

NOTE 8 RISK MANAGEMENT

The Authority is exposed to various risks of loss related to torts, thefts of, damage to, or destruction of assets; errors or omissions; injuries to employees, or acts of God.

The Authority is a member of the Colorado Special Districts Property and Liability Pool (Pool). The Pool is an organization created by intergovernmental agreement to provide property, liability, public officials' liability, boiler and machinery and workers' compensation coverage to its members. Settled claims have not exceeded this coverage in any of the past three fiscal years.

The Authority pays annual premiums to the Pool for liability, workers' compensation, property, and public officials' liability coverage. In the event aggregated losses incurred by the Pool exceed amounts recoverable from reinsurance contracts and funds accumulated by the Pool, the Pool may require additional contributions from the Pool members. Any excess funds which the Pool determines are not needed for purposes of the Pool may be returned to the members pursuant to a distribution formula.

**TALLYN'S REACH AUTHORITY
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 9 TAX, SPENDING, AND DEBT LIMITATIONS

Article X, Section 20 of the Colorado Constitution, referred to as the Taxpayer's Bill of Rights (TABOR), contains tax, spending, revenue and debt limitations which apply to the state of Colorado and all local governments.

Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limits must be refunded unless the voters approve retention of such revenue.

On November 3, 1998 and November 7, 2000, the District voters passed an election question to increase property taxes \$100,000,000 annually as adjusted for inflation, without limitation of rate, to pay the Authority's operations, maintenance, and other expenses. Additionally, the District's electors authorized the Authority to collect, retain, and spend all revenue without regard to any limitations under TABOR.

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the Emergency Reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases.

The Authority's management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year Spending limits will require judicial interpretation.

SUPPLEMENTARY INFORMATION

**TALLYN'S REACH AUTHORITY
CAPITAL PROJECTS FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCE – BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2022**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
Interest Income	\$ 1,000	\$ 16,578	\$ 15,578
Total Revenues	1,000	16,578	15,578
EXPENDITURES			
Wood Post Replacement	30,000	26,537	3,463
Xeriscaping	150,000	115,726	34,274
Monuments	60,000	42,767	17,233
Tree Replacements	265,000	-	265,000
Picnic Tables & Park Benches	10,000	7,337	2,663
Trails Upgrades	5,000	-	5,000
Pool Repairs	15,000	7,800	7,200
Pool Improvements	10,000	-	10,000
Clubhouse Improvements	5,000	11,505	(6,505)
Irrigation Updates	30,000	22,638	7,362
Retaining Walls	5,000	10,186	(5,186)
Native Grass Maintenance and Upgrades	50,000	38,628	11,372
Streets	10,000	15,741	(5,741)
Storm Drainage	-	1,893	(1,893)
Total Expenditures	645,000	300,758	344,242
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(644,000)	(284,180)	359,820
OTHER FINANCING SOURCES (USES)			
Transfers from Other Funds	500,000	500,000	-
Total Other Financing Sources	500,000	500,000	-
NET CHANGE IN FUND BALANCE	(144,000)	215,820	359,820
Fund Balance - Beginning of Year	862,994	850,018	(12,976)
FUND BALANCE - END OF YEAR	<u>\$ 718,994</u>	<u>\$ 1,065,838</u>	<u>\$ 346,844</u>

**TALLYN'S REACH AUTHORITY
GENERAL FUND
STATEMENT OF EXPENDITURES – BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2022**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
EXPENDITURES			
General and Administration			
Administrative Legal Services	\$ 45,000	\$ 89,189	\$ (44,189)
Accounting	44,000	66,776	(22,776)
Insurance and Bonds	26,000	24,570	1,430
Billing	26,000	26,000	-
Authority Management	37,000	37,000	-
Authority Mapping Services	14,000	9,732	4,268
Miscellaneous	5,000	(48)	5,048
Auditing	10,700	10,700	-
Banking Fees	500	-	500
Dues and Licenses	2,500	3,264	(764)
Website/Newsletter	2,500	600	1,900
Total General and Administration	<u>333,200</u>	<u>353,980</u>	<u>(20,780)</u>
Operations Expenses			
Property Management	63,000	63,000	-
Operations Legal Services	40,000	36,818	3,182
Legal Collections	24,000	10,639	13,361
Direct Costs	15,000	26,124	(11,124)
Engineering	35,000	9,380	25,620
Total Operations Expenses	<u>177,000</u>	<u>145,961</u>	<u>31,039</u>
Grounds Expenses			
Landscape Management	257,000	242,940	14,060
Beautification: Flowers & Shrubs	200,000	180,836	19,164
Beautification: Native Grasses Management	100,000	92,086	7,914
Tree Maintenance	92,000	102,811	(10,811)
Irrigation Management	85,000	86,647	(1,647)
Snow Removal	60,000	65,566	(5,566)
Irrigation Repairs	45,000	99,816	(54,816)
Winter Watering	36,000	3,200	32,800
Annual Flowers	35,500	44,938	(9,438)
Perennial Bed Maintenance	25,000	-	25,000
Seasonal Décor	20,000	13,595	6,405
Retention/Detention Ponds Maintenance	20,000	20,000	-
Signage	20,000	29,007	(9,007)
Beautification: Mulch Refresh	20,000	21,411	(1,411)
Beauty Band Mowing	10,000	1,984	8,016
Community Donations	7,000	-	7,000
Lighting and Electrical Repairs	6,000	3,423	2,577
Miscellaneous Common Area Maintenance	5,000	3,883	1,117
Retaining Walls	5,000	-	5,000
Beautification: Wood Posts Maintenance	5,000	-	5,000
Pest Control	3,000	1,614	1,386
Flag Maintenance	2,000	8,648	(6,648)
Fountain Maintenance	1,000	-	1,000
Total Grounds Expenses	<u>1,059,500</u>	<u>1,022,405</u>	<u>37,095</u>

**TALLYN'S REACH AUTHORITY
GENERAL FUND
STATEMENT OF EXPENDITURES – BUDGET AND ACTUAL (CONTINUED)
YEAR ENDED DECEMBER 31, 2022**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
EXPENDITURES			
Recreation Expenses			
Pool Contract	\$ 101,520	\$ 104,520	\$ (3,000)
Pool Repairs	20,000	8,868	11,132
Pool Chemicals	12,000	12,592	(592)
Pool Furniture	15,000	18,796	(3,796)
Pool Equipment	5,000	1,147	3,853
Kiddie Pool	5,000	-	5,000
Storage Building and Pool House	2,000	-	2,000
Security System	6,000	10,003	(4,003)
Clubhouse Maintenance Supplies	3,000	153	2,847
Indoor Building Maintenance	12,000	11,283	717
Outside Building Maintenance	10,000	725	9,275
Janitorial and Housekeeping	7,000	5,210	1,790
Tennis Court Maintenance	1,500	-	1,500
Playground Equipment	800	-	800
Telephone and Access Control	5,000	4,406	594
Events	3,000	2,863	137
Pool Management	29,100	32,920	(3,820)
Trash Removal	6,400	7,358	(958)
Supplies Other	5,000	-	5,000
Total Recreation Expenses	<u>249,320</u>	<u>220,844</u>	<u>28,476</u>
Utilities Expenses			
Water and Sewer	286,000	250,337	35,663
Gas and Electric	13,000	24,526	(11,526)
Total Utilities Expenses	<u>299,000</u>	<u>274,863</u>	<u>24,137</u>
Total Expenditures	<u>\$ 2,118,020</u>	<u>\$ 2,018,053</u>	<u>\$ 99,967</u>

CLIENT PRICING AGREEMENT

2023.22836415



Annual Snow Service Order

BrightView Landscape Services, Inc. (BrightView)

8/28/2023 10:54

40030_BVLS Denver South 8888 N Motsenbocker Rd Ste A Suite A Parker CO 80134-7523 Ph: (303) 841-3003

400300615

• SERVICE LOCATION (Location)

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

• CLIENT INFORMATION (Client)

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

• SCOPE OF SERVICES Service Start: **10/01/2023** Service End: **05/31/2024** Start Season: **2023**

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

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

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

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

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

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

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

For BrightView:

Printed: _____ 10/01/2023
Email: _____
Title: _____

For Client:

Printed: Celeste Terrell 10/01/2023
Email: Celeste.terrell@claconnect.com
Title: _____



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

ESTIMATE

Client Name / Address	Date: 09/13/2023	Estimate No. CW2023205	
CliftonLarsonAllen Attn: Nicholas Carlson 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111	Project Location: Tallyn's Reach Aurora, CO (Cul-de-sac with concrete pavement)		
Task Description	Qty	Rate	Total
1. Concrete saw cutting.		LS	\$1,500.00
2. Pavement Demolition - includes hauling and disposal expenses. 6" maximum thickness.	3572 square ft	\$2.50	\$8,930.00
3. Sidewalk/ramp wing Demolition - includes hauling and disposal expenses. 6" maximum thickness.	205 square ft	\$2.00	\$410.00
4. Curb/Gutter Demolition - includes hauling and disposal expenses. 12" maximum thickness.	251 lf	\$18.00	\$4,518.00
5. Earthwork - remove 2" of existing soil, grading, and compaction to 95% standard proctor density. Includes soil hauling and disposal expenses.	4279 square ft	\$1.50	\$6,418.50
6. Place new concrete curb and gutter, 24" wide, CDOT 4500 psi concrete, 12" max. thickness.	251 lf	\$37.00	\$9,287.00
7. Place new concrete pavement, CDOT 4500 psi concrete, 8" max. thickness. Reinforce concrete w/ #4 steel bars @ 24" OC, grid pattern.	3572 square ft	\$15.00	\$53,580.00
8. Place new concrete sidewalk/ramp wing, CDOT 4500 psi concrete, 6" max. thickness.	205 square ft	\$11.00	\$2,255.00
9. Traffic Control		LS	\$1,100.00
10. Mobilization and general conditions.		LS	\$7,500.00
Total Project Estimate			\$95,498.50
<i>Estimate Notes:</i>			
1. Estimate does not include permits .			
2. All quantities are estimated. Invoicing will be based on actual quantities used or installed.			
3. Estimate does not include new base material for new concrete. If new base material is required, CDOT class 6 base material can be provided at a rate of \$65 per ton compacted to CDOT standards.			
4. Bonding expenses are not included on this estimate.			
5. This estimate is valid for 30 days from estimate date.			

Acceptance of this estimate:

Nicholas Carlson

Date



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

ESTIMATE

Client Name / Address	Date: 09/13/2023	Estimate No. CW2023206	
CliftonLarsonAllen Attn: Nicholas Carlson 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111	Project Location: Tallyn's Reach Aurora, CO (Cul-de-sac with asphalt pavement)		
Task Description	Qty	Rate	Total
1. Concrete saw cutting.		LS	\$1,500.00
2. Pavement Demolition - includes hauling and disposal expenses. 6" maximum thickness.	3572 square ft	\$2.50	\$8,930.00
3. Sidewalk/ramp wing Demolition - includes hauling and disposal expenses. 6" maximum thickness.	205 square ft	\$2.00	\$410.00
4. Curb/Gutter Demolition - includes hauling and disposal expenses. 12" maximum thickness.	251 lf	\$18.00	\$4,518.00
5. Earthwork - remove 2" of existing soil, grading, and compaction to 95% standard proctor density. Includes soil hauling and disposal expenses.	4279 square ft	\$1.50	\$6,418.50
6. Place new concrete curb and gutter, 24" wide, CDOT 4500 psi concrete, 12" max. thickness.	251 lf	\$37.00	\$9,287.00
7. Place new asphalt pavement, using 1/2" and 3/4" hot mixed asphalt. Bottom lifts to be 3/4" mix and top lift to be 1/2" mix., 8" max. total thickness.	3572 square ft	\$10.80	\$38,577.60
8. Place new concrete sidewalk/ramp wing, CDOT 4500 psi concrete, 6" max. thickness.	205 square ft	\$11.00	\$2,255.00
9. Traffic Control		LS	\$1,500.00
10. Mobilization and general conditions.		LS	\$7,500.00
Total Project Estimate			\$80,896.10
<i>Estimate Notes:</i>			
1. Estimate does not include permits .			
2. All quantities are estimated. Invoicing will be based on actual quantities used or installed.			
3. Estimate does not include new base material for new concrete. If new base material is required, CDOT class 6 base material can be provided at a rate of \$65 per ton compacted to CDOT standards.			
4. Bonding expenses are not included on this estimate.			
5. This estimate is valid for 30 days from estimate date.			

Acceptance of this estimate:

Nicholas Carlson

Date