

CONSERVATORY METROPOLITAN DISTRICT

355 S. Teller St., Suite 200
Lakewood, Colorado 80226

Website: www.yourcmd.org • District Manager's Email: aj@publicalliancellc.com

NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Birgit Baldwin	President	2022/May 2022
Joy DeMots	Treasurer	2020/May 2023
Pedro L. Moczo, Jr.	Secretary	2022/May 2022
Robert Giles	Assistant Secretary	2020/May 2023
David E. Altman	Assistant Secretary	2020/May 2023

DATE: July 19, 2021 (Monday)

TIME: 9:00 A.M.

PLACE: DUE TO CONCERNS REGARDING THE SPREAD OF THE CORONAVIURUS (COVID-19) THE BOARD MEETING WILL BE HELD BY VIDEOCONFERENCE AND TELECONFERENCE WITHOUT INDIVIDUALS ATTENDING IN PERSON:

VIDEO: <https://us02web.zoom.us/j/7636703470> MEETING ID: 763-670-3470

TELECONFERENCE: (720) 707-2699; MEETING ID: 763-670-3470

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Recite Pledge of Allegiance.

C. Approve Agenda.

D. CONSENT AGENDA – These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board member so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- a. Approve Minutes of the May 17, 2021 Special Meeting (enclosure)
- b. Ratify Addendum No. 8 to Independent Contractor Agreement with BrightView Landscape Services, Inc. ("BrightView") for Cottonwood Removals in the amount of \$3,050.00 (enclosure)

- c. Ratify Addendum No. 9 to Independent Contractor Agreement with BrightView for Landscape Refresh in the amount of \$14,994.53 (enclosure)
 - d. Ratify Addendum No. 10 to Independent Contractor Agreement with BrightView for Backflow Repairs in the amount of \$3,417.34 (enclosure)
 - e. Ratify Addendum No. 11 to Independent Contractor Agreement with BrightView for Dead Tree Removals in the amount of \$5,400 (enclosure)
 - f. Ratify Addendum No. 12 to Independent Contractor Agreement with BrightView for Plant Material at Entry Beds in the amount of \$5,922.42 (enclosure)
 - g. Ratify Second Addendum to Independent Contractor Agreement with Roberts Treescaping LLC for Pond Maintenance Service in the amount of \$695.00 (enclosure)
 - h. Ratify Independent Contractor Agreement with Rocky Mountain Tree Care Inc for Tree Care Services in the amount of \$14,790.00 (enclosure)
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II. COMMUNITY COMMENTS

A. _____

III. FINANCIAL MATTERS

A. Review and consider approval of the payment of claims for Check Nos. _____ for the period ending June 30, 2021 in the amount of \$_____ (to be distributed)

B. Review and consider approval of the payment of claims for Check Nos. _____ for the period ending July ____ 2021 in the amount of \$_____ (to be distributed)

D. Review and accept unaudited financial statements through the period ending June 30, 2021 (to be distributed).

E. Review cash position schedule as of July 19, 2021 (to be distributed)

F. Discuss budget preparation process for 2022.

1. Discuss 2022 Projects and August 21, 2021, deadline for inclusion in 2022 budget
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IV. OPERATIONS MATTERS

- A. Review Manager's Report (enclosure)

- C. Detention Pond Committee Report

- E. Update on status of pest control efforts

- F. Review proposals from Parker Electric Inc., and Lionheart Electrical, LLC for electrical improvements to monuments and consider award of contract (enclosures).

- G. Review proposal from SavATree, LLC for 2021 Holiday Lighting and Décor (enclosure)

V. LANDSCAPING MATTERS

- A. Review Landscape Expenditure Budget Tracking Matrix (enclosure).

- B. Review BrightView Report (enclosure).

- C. Review proposals from BrightView and Environmental Designs, Inc for 2021 landscaping improvements at entrance areas (enclosures).

- D. Update on 2021 tree planting.

VI. BOARD MEMBER INPUT

- A. Director Baldwin
-

- B. Director DeMots
-

- C. Director Moczo
-

- D. Director Giles
-

- E. Director Altman
-

VII. OTHER BUSINESS

- A. Discuss community outreach and items for Community Update.
-

VIII. LEGAL MATTERS

- A. Discuss conflicts of interest.
-

- B. Review 2021 Legislative Memorandum (enclosure).
-

IX. ADJOURNMENT - The next meeting is scheduled for **September 20, 2021**.

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE CONSERVATORY METROPOLITAN DISTRICT HELD May 17, 2021

A Special Meeting of the Board of Directors (referred to hereafter as “Board”) of the Conservatory Metropolitan District (referred to hereafter as “District”) was convened. The meeting was open to the public and the conferencing information was posted.

Due to Executive Orders issued by Governor Polis and Public Health Orders implementing the Executive Orders, issued by the Colorado Department of Public Health and Environment (CDPHE), and the threat posed by the COVID-19 coronavirus, the meeting was held via teleconference.

ATTENDANCE

Directors In Attendance Were:

Birgit Baldwin
Joy DeMots
Pedro L. Moczo, Jr.
Robert C. Giles
David E. Altman

Also In Attendance Were:

AJ Beckman; Public Alliance, LLC
Jennifer Tanaka, Esq.; White Bear Ankele Tanaka & Waldron, P.C.
Georgia Harland; Simmons and Wheeler, P.C.
Laverne Palmer, member of the public

DISCLOSURES OF POTENTIAL CONFLICTS OF INTEREST

Disclosures of Potential Conflicts of Interest: Attorney Tanaka advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. The Board reviewed the Agenda for the meeting, following which Directors Baldwin, Moczo, DeMots, Giles and Altman, along with each consultant, confirmed that they have no conflicts of interest in connection with any of the matters listed on the Agenda.

RECORD OF PROCEEDINGS

PLEDGE OF ALLEGIANCE

Pledge of Allegiance: Director Altman led the Board in reciting the Pledge of Allegiance.

ADMINISTRATIVE MATTERS

Agenda: Mr. Beckman reviewed the proposed Agenda with the Board for the District's Special Meeting.

Following discussion, upon motion duly made by Director DeMotts, seconded by Director Moczo and, upon vote, unanimously carried, the Agenda was approved, as amended.

Consent Agenda: The Board considered the following actions:

- Approval of Minutes of the March 15, 2021 Special Meeting
- Ratification of Addendum No. 7 to Independent Contractor Agreement with BrightView Landscape Services, Inc. ("BrightView") for 2021 Tree planting, in the amount of \$53,260.89
- Ratification of Independent Contractor Agreement with Ivy Street Design, Inc. for Planting Design and performance Standards Services, in the amount of \$2,650.00
- Ratification of Independent Contractor Agreement with Masterful Masonry for Wall and Monument Repairs Services, in the amount of \$7,556.00

Following discussion, upon motion duly made by Director Moczo, seconded by Director DeMotts and, upon vote, unanimously carried, the Board, ratified or approved the items on the Consent Agenda.

COMMUNITY COMMENTS

Public Comment: There was no public comment.

FINANCIAL MATTERS

Claims: Ms. Harland reviewed the check register for the period ending April 30, 2021, including check numbers 4534 through 4556, totaling \$58,478.86. She then Check nos. 4116 and 4117, to Masterful Masonry, Inc. in the amount totaling \$7,556.00. Ms. Harland explained that the checks to Masterful Masonry were special payments made outside the Bill.com platform.

Following discussion, upon motion duly made by Director DeMotts, seconded by Director Moczo and, upon vote, unanimously carried, the Board approved the claims totaling \$66,044.86.

RECORD OF PROCEEDINGS

Financial Statements: Ms. Harland reviewed the unaudited financial statements for the period ending April 30, 2021.

Following discussion, upon motion duly made by Director DeMotts, seconded by Director Altman and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending April 30, 2021.

Cash Position: Ms. Harland reviewed the cash position with the Board.

OPERATIONS MATTERS

Manager's Report: Mr. Beckman reviewed with the Board the District Manager's Report, attached hereto and incorporated herein by this reference.

Detention Pond Committee Report: Mr. Beckman reviewed the information included in the Manager's Report and noted that Gary Welp, with R.G. and Associates, the District's Engineer, prepared a re-submittal to the City which will include a letter explaining the history of Pond No. 6 and the intergovernmental agreement with the City of Aurora ("the City") excluding the pond from current design standards.

Pest Control Update: Director Moczo reported Orkin recently placed traps for Voles; however, he has not been able to get all of the necessary enclosures in order to get a contract in place. He will reach out to other contractors in order to secure a contract for pest control services.

Update Regarding Wall Repairs: Director Moczo reported that he has inspected the recent wall repairs with Masterful Masonry and is satisfied with the repair results. Director Baldwin reported that she is also satisfied with the results.

Update Regarding Playground Improvements: Director Giles reported that in response to the latest safety inspection by Playground Safety Solutions, BrightView was asked to provide a quote for improvements to modify a concrete slab and add wood mulch. He reported that the improvements are complete, and the playground is now compliant with the recommendations in the report.

Electrical Improvements to Monuments: Director Baldwin reported that she has discussed the idea of proceeding with improvements to the lighting at all of the monuments with the District's Accountant and has confirmed that this could be treated as a capital project. Director Giles noted that the homeowner on Hampden and Jericho requested that when the electrical

RECORD OF PROCEEDINGS

meter or other electrical equipment is relocated, the affected masonry be repaired. It was noted that the masonry repair costs should be included in the overall project cost. Director Baldwin then explained that she would like to approve and provide direction to the monument improvements committee to proceed with a capital project to upgrade the monuments to LED illumination and treat the other electrical issues with the monuments as repair items.

Following discussion, upon motion duly made by Director Giles, seconded by Director Moczo and, upon vote, unanimously carried, the Board approved the Capital Project to convert all monument lighting from fluorescent to LED illumination.

The Board then discussed addressing all maintenance items associated with the electrical systems serving the monuments, as noted on the list of deficiencies prepared by Director Giles.

Following discussion, upon motion duly made by Director DeMotts, seconded by Director Moczo and, upon vote, unanimously carried, the Board approved the addressing of all maintenance items associated with the monuments' electrical systems.

Discussion ensued regarding the scope of the holiday lighting. Director Altman noted that the Board can expect prices to be higher as the cost of labor and materials is increasing. Director Baldwin noted that the District is presently under contract with SavATree for holiday lighting services this year.

LANDSCAPING MATTERS

Landscaping Budget Tracking: Mr. Beckman reviewed the budget tracking spreadsheet with the Board. Director Altman requested that the Board consider adding additional trees to the 2021 planting project. Director Baldwin reported that she and Director Giles will follow up after the current planting project and plan for a fall planting. Director Giles noted that five of the trees included in the current project are warranty replacements. Director Baldwin discussed the removal of two large cottonwoods and two evergreens. Director Giles noted that the removal of large trees would require a separate proposal.

BrightView Report: The Board reviewed the report. Mr. Beckman discussed backflow certifications this year and noted that Public Alliance requested a proposal from Backflow Tech, which should be approximately half the price quoted by BrightView.

RECORD OF PROCEEDINGS

2021 Landscaping Improvements: Director Baldwin reviewed the conceptual drawings prepared by Ivy Street Designs for the improvements to the entry area at East Hampden and South Killarney Court, and the planting beds located at Hamilton Court and South Kirk Way.

Following discussion, upon motion duly made by Director DeMotts, seconded by Director Moczo and, upon vote, unanimously carried, the Board approved the design as presented.

Update Regarding Tree Planting: Director Baldwin reported that tree planting is expected to start this week. She also reiterated that after the spring planting the scope can be re-evaluated to consider additional fall planting.

BOARD MEMBER INPUT

Director Baldwin: Thanked the Directors for all of their work this year. She noted that Director Giles Giles has performed an extensive amount of work on the trees and electrical improvements projects. She then noted that Director DeMotts has been extremely diligent in her efforts with the detention ponds.

Director DeMotts: Reported that she echoes Director Baldwin's comments and thanked Ms. Palmer and Mr. Degenhart for their knowledge in the Pond Committee.

Director Moczo: Reported that he will be working on getting a contract in place with a vendor other than Orkin for pest control services.

Director Giles: Nothing to report.

Director Altman: Noted that he agrees with all prior comments and agrees that the monuments need attention. Ms. Palmer commented that the Board Member on Duty should be checking the status of the monument lighting. Director Altman explained that he believes it is time to consider improvements as the existing fixtures have aged and it is a good time to proceed with the improvements.

OTHER BUSINESS

Community Outreach: Mr. Beckman reported that the HOA asked if the District would have content for the HOA newsletter. Following discussion it was determined that there is currently nothing that would require publication in the HOA newsletter.

RECORD OF PROCEEDINGS

Matters for the Community Update include:

- Landscaping Improvements to Planting Beds
 - Tree Planting
 - Playground Improvements
 - Monument Improvements
 - Wall Repairs
-

LEGAL MATTERS

Attorney Tanaka reported that HB 1278 has been introduced which would allow Districts to continue meeting virtually. She reported that there appears to be a good chance of the legislation passing. She then noted that if the legislation passes it would be up to the Board regarding its preference for in person or virtual meeting. Director Baldwin then noted that she prefers the convenience of meeting via Zoom, and polled the Board member for their preferences:

Director DeMotts: Prefers meeting by Zoom, but most importantly wants to make sure the District is meeting all statutory requirements.

Director Moczo: Agrees with Director DeMotts's comments.

Director Giles: Has no strong preference.

Director Altman: Appreciates the convenience of meeting virtually, but would like to meet in person within the community as well.

Attorney Tanaka then discussed SB - 262 Regarding Special District Transparency. She reported that the bill would require a higher level of transparency. She discussed several examples of how the legislation, if passed into law, would require metropolitan districts to actively engage in a higher level of transparency than what is presently required by statute and the ultimate impact upon the District.

Signage and Banners Policy: Director Altman addressed the Board as to why it did not allow the HOA's Social Committee to advertise the community garage sale by posting a banner on District property. He noted that in his opinion this kind of posting is very different than the ordinary solicitations often posted on District property without permission. Discussion ensued and Director Baldwin explained that the decision was made by a majority of the Board needing to provide a timely response. She further noted that the decision is consistent with the standing policy.

RECORD OF PROCEEDINGS

**EXECUTIVE
SESSION**

The Board determined not to enter into executive session.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director DeMotts, seconded by Director Moczo and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: _____
Secretary for the Meeting



May 27, 2021

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Proposal for Extra Work at Conservatory Metropolitan Dist

Property Name	Conservatory Metropolitan Dist	Contact	Conservatory Landscape Committee
Property Address	21152 E Greenwood Pl Aurora, CO 80013	To	Conservatory Metro District
		Billing Address	c/o Public Alliance 3159 N Speer Blvd Denver, CO 80211

Project Name Cottonwood Removals

Project Description Remove 7 Declining Cottonwoods (Hampden/Pkwy)

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
7.00	EACH	Remove Declining Cottonwoods (Hampden/Pkwy)	\$250.00	\$1,750.00
3.00	EACH	Remove Blue Spruce/Austrian Pine	\$200.00	\$600.00
7.00	EACH	Stump Grind (7) Cottonwoods	\$100.00	\$700.00

Addendum 8 to the Independent Contractor Agreement (Landscape Maintenance Services 2021) dated November 5, 2020 (the "Agreement"). The parties hereby agree to add the work herein to the service set forth in Exhibit A of the Agreement and hereby incorporate all provisions set forth in the Agreement to this Addendum.

For internal use only

SO#	7525109
JOB#	400300305
Service Line	130

	Total Price	\$3,050.00
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THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
8888 Motsenbocker Road, Suite A, Parker, CO 80134 ph. (303) 841-3003 fax (303) 841-3177

May 27, 2021

Page 2 of 2

TERMS & CONDITIONS

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

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

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

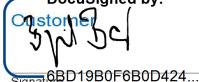
15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical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

Acceptance of this Contract

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

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

DocuSigned by:



Signature: 6BD19B0F6B0D424...

Landscaping Committee

Conservatory Landscape Committee

May 27, 2021 6/3/2021

BrightView Landscape Services, Inc. "BrightView"

Associate Account Manager

Brian Charles Marcinowicz May 27, 2021 6/3/2021

Printed Name

Date

Job #: 400300305 Proposed Price: \$3,050.00

SO # 7525109



May 19, 2021

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Proposal for Extra Work at Conservatory Metropolitan Dist

Property Name	Conservatory Metropolitan Dist	Contact	Conservatory Landscape Committee
Property Address	21152 E Greenwood Pl Aurora, CO 80013	To	Conservatory Metro District
		Billing Address	c/o Public Alliance 3159 N Speer Blvd Denver, CO 80211
Project Name	Landscape Refresh		
Project Description	Landscape Refresh		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
		Turf Install		Subtotal
4.00	CUBIC YARD	Demo/Rototill-Labor	\$195.70	\$782.81
2.00	CUBIC YARD	BioComp Compost - Amendment Installed	\$123.99	\$247.99
1,200.00	SQUARE FEET	SF. Blue Grass (> 500 sq.ft.) - Turf Installed	\$1.32	\$1,580.04
		Hampden Monuments		Subtotal
4.00	CUBIC YARD	Amended top soil - Amendment Installed (Southeast Corner Hampden/Jericho)(Warranty)	\$0.00	\$0.00
3.00	BAG	Fertilizer - Installed (16-16-16)	\$30.90	\$92.70
25.00	CUBIC YARD	Gorilla Hair - CUBIC YARD Mulch Installed	\$164.05	\$4,101.30
4.00	TON	1-1/2" Royalite - TON Rock/Gravel Installed (Southeast Corner Hampden/Jericho)	\$144.44	\$577.75
20.00	LINEAR FEET	Green Pro - Edging Installed (Southeast Corner Hampden/Jericho)	\$7.11	\$142.26
4.00	EACH	Juniper Cologreen - Installed	\$388.90	\$1,555.59
1.00	LUMP SUM	Irrigation Drip Install T&M (All New Plant Material)	\$1,790.84	\$1,790.84
		Sea Green/Blue Chip Junipers		Subtotal
1.00	LUMP SUM	Hand Prune all Sea Green Junipers/Side Walks Blue Chip Junipers	\$3,223.25	\$3,223.25
		Spruce/Pine Removal		Subtotal
3.00	EACH	Remove Blue Spruce/Austrian Pine	\$300.00	\$900.00

Addendum 9 to the Independent Contractor Agreement (Landscape Maintenance Services 2021) dated November 5, 2020 (the "Agreement"). The parties hereby agree to add the work herein to the service set forth in Exhibit A of the Agreement and hereby incorporate all provisions set forth in the Agreement to this Addendum.

For internal use only

SO#	7525078
JOB#	400300305
Service Line	130

Total Price	\$14,994.53
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THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
8888 Motsenbocker Road, Suite A, Parker, CO 80134 ph. (303) 841-3003 fax (303) 841-3177

May 19, 2021

Page 2 of 2

TERMS & CONDITIONS

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

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

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

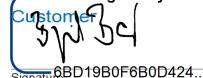
15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical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

Acceptance of this Contract

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

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DocuSigned by:



Signature 6BD19B0F6B0D424...

Landscape Committee

Title

Conservatory Landscape Committee May 19, 2021

6/3/2021

BrightView Landscape Services, Inc. "BrightView"

Associate Account Manager

Signature 8ABE8786569C4D8...

Title

Brian Charles Marcinowicz May 19, 2021

6/3/2021

Job #: 400300305 **Proposed Price:** \$14,994.53
SO #: 7525078



June 10, 2021
Page 1 of 2

Proposal for Extra Work at Conservatory Metropolitan Dist

Property Name	Conservatory Metropolitan Dist	Contact	Conservatory Landscape Committee
Property Address	21152 E Greenwood Pl Aurora, CO 80013	To	Conservatory Metro District
		Billing Address	c/o Public Alliance 3159 N Speer Blvd Denver, CO 80211

Project Name backflow repairs

Project Description Replace leaking gate valve and fix leaking #1 check valve on device

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	4" febco 880v gate valve and gasket kit	\$2,407.99	\$2,407.99
1.00	EACH	#1 check rubber kit, remove existing and replace with new	\$877.33	\$877.33
1.00	EACH	backflow testing and submittal	\$132.02	\$132.02

Addendum 10 to the Independent Contractor Agreement (Landscape Maintenance Services 2021) dated November 5, 2020 (the "Agreement"). The parties hereby agree to add the work herein to the service set forth in Exhibit A of the Agreement and hereby incorporate all provisions set forth in the Agreement to this Addendum.

For internal use only

SO# 7542785
JOB# 400300305
Service Line 150

Total Price \$3,417.34

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
8888 Motsenbocker Road, Suite A, Parker, CO 80134 ph. (303) 841-3003 fax (303) 841-3177

June 10, 2021

Page 2 of 2

TERMS & CONDITIONS

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

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

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

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

Acceptance of this Contract

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

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DocuSigned by:

Customer

 Signature E31236E6324ED... Title

Conservatory Landscape Committee June 10, 2021

BrightView Landscape Services, Inc. "BrightView"

 Signature Date
Irrigation Manager

Michael R. Kompinski June 10, 2021
 Printed Name Date

Job #: 400300305 **Proposed Price:** \$3,417.34
SO #: 7542785



June 15, 2021

Page 1 of 2

Proposal for Extra Work at Conservatory Metropolitan Dist

Property Name	Conservatory Metropolitan Dist	Contact	Conservatory Landscape Committee
Property Address	21152 E Greenwood Pl Aurora, CO 80013	To	Conservatory Metro District
		Billing Address	c/o Public Alliance 3159 N Speer Blvd Denver, CO 80211
Project Name	Dead Tree Removals		
Project Description	Dead Tree Removals		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
3.00	DAY	Remove All Dead Trees, and Chip	\$1,800.00	\$5,400.00

Addendum 11 to the Independent Contractor Agreement (Landscape Maintenance Services 2021) dated November 5, 2020 (the "Agreement"). The parties hereby agree to add the work herein to the service set forth in Exhibit A of the Agreement and hereby incorporate all provisions set forth in the Agreement to this Addendum.

For internal use only

SO#	7546587
JOB#	400300305
Service Line	130

Total Price	\$5,400.00
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THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
8888 Motsenbocker Road, Suite A, Parker, CO 80134 ph. (303) 841-3003 fax (303) 841-3177

June 15, 2021

Page 2 of 2

TERMS & CONDITIONS

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

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

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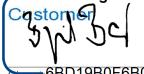
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Acceptance of this Contract

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DocuSigned by:


Customer
Signature
6BD19B0F6B0D424...

Landscaping Committee

Printed Name Date

Conservatory Landscape June 15, 2021

Committee

Printed Name Date

BrightView Landscape Services, Inc. "BrightView"


Associate Account Manager
Signature 8ABE8786569C4D8... Title

Brian Charles Marcinowski June 15, 2021

Printed Name Date

Job #: 400300305 Proposed Price: \$5,400.00

SO # 7546587



June 29, 2021

Page 1 of 3

Proposal for Extra Work at Conservatory Metropolitan Dist

Property Name	Conservatory Metropolitan Dist	Contact	Conservatory Landscape Committee
Property Address	21152 E Greenwood Pl Aurora, CO 80013	To Billing Address	Conservatory Metro District c/o Public Alliance 3159 N Speer Blvd Denver, CO 80211

Project Name Plant Material Entry Beds

Project Description Plant Material Entry Beds Hampden/Jericho & PKWY

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
West side Bed Hampden/PKwy				Subtotal \$997.98
23.00	EACH	LAVENDER, HIDCOTE BLUE - 1 gal. Shrub/Perennial Installed	\$27.63	\$635.60
6.00	EACH	EVENING PRIMROSE, NEW MEXICO - 1 gal. Shrub/Perennial Installed	\$24.96	\$149.77
4.00	EACH	TICKSEED, MOONBEAM - 1 gal. Shrub/Perennial Installed	\$22.91	\$91.65
3.00	EACH	EUONYMUS, WINTERCREEPER PRUPLE LEAF - 1 gal. Shrub/Perennial Installed	\$31.42	\$94.26
1.00	EACH	GRASS, MAIDEN MORNING LIGHT - 1 gal. Shrub/Perennial Installed	\$26.70	\$26.70
East side Bed Hampden/PKwy				Subtotal \$1,099.88
23.00	EACH	LAVENDER, HIDCOTE BLUE - 1 gal. Shrub/Perennial Installed	\$27.63	\$635.60
11.00	EACH	EVENING PRIMROSE, NEW MEXICO - 1 gal. Shrub/Perennial Installed	\$24.96	\$274.58
3.00	EACH	TICKSEED, MOONBEAM - 1 gal. Shrub/Perennial Installed	\$22.91	\$68.74
3.00	EACH	EUONYMUS, WINTERCREEPER PRUPLE LEAF - 1 gal. Shrub/Perennial Installed	\$31.42	\$94.26
1.00	EACH	GRASS, MAIDEN MORNING LIGHT - 1 gal. Shrub/Perennial Installed	\$26.70	\$26.70
West sid Bed Hampden/Jericho				Subtotal \$1,129.69
24.00	EACH	LAVENDER, HIDCOTE BLUE - 1 gal. Shrub/Perennial Installed	\$27.63	\$663.23
4.00	EACH	EVENING PRIMROSE, NEW MEXICO - 1 gal. Shrub/Perennial Installed	\$24.96	\$99.85
16.00	EACH	TICKSEED, MOONBEAM - 1 gal. Shrub/Perennial Installed	\$22.91	\$366.61
East side Bed Hampden/Jericho				Subtotal \$871.62
24.00	EACH	LAVENDER, HIDCOTE BLUE - 1 gal. Shrub/Perennial Installed	\$27.63	\$663.23
3.00	EACH	EVENING PRIMROSE, NEW MEXICO - 1 gal. Shrub/Perennial Installed	\$24.96	\$74.89

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8888 Motzenbocker Road, Suite A, Parker, CO 80134 ph. (303) 841-3003 fax (303) 841-3177



Proposal for Extra Work at Conservatory Metropolitan Dist

16.00	EACH	TICKSEED, MOONBEAM - 1 gal. Shrub/Perennial Installed	\$0.00	\$0.00
5.00	EACH	GRASS, MAIDEN MORNING LIGHT - 1 gal. Shrub/Perennial Installed	\$26.70	\$133.50
General Conditions			Subtotal	\$1,823.25
2.00	LUMP SUM	Freight/Delivery/Fuel Charge	\$266.98	\$533.95
20.00	HOUR	Enhancement Crew	\$64.47	\$1,289.30

Addendum 12 to the Independent Contractor Agreement (Landscape Maintenance Services 2021) dated November 5, 2020 (the "Agreement"). The parties hereby agree to add the work herein to the service set forth in Exhibit A of the Agreement and hereby incorporate all provisions set forth in the Agreement to this Addendum.

For internal use only

SO#	7555935		
JOB#	400300305		
Service Line	130	Total Price	\$5,922.42

THIS IS NOT AN INVOICE

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 8888 Motsenbocker Road, Suite A, Parker, CO 80134 ph. (303) 841-3003 fax (303) 841-3177

June 29, 2021

Page 3 of 3

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
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13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

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

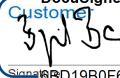
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DocuSigned by:


Customer
Signature
6BD19B0F6B0D424...

Landscaping Committee

Conservatory Landscape June 29, 2021
Committee Date

DocuSigned by:

BrightView Landscape Services, Inc. "BrightView"
Signature
8ABE8786569C4D8...

Associate Account Manager

Brian Charles Marcinowski June 29, 2021

Printed Name Date

Job #: 400300305 Proposed Price: \$5,922.42
SO # 7555935

SECOND ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(Pond Maintenance Services)

This SECOND ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT (the “Second Addendum”) is entered into this 21st day of June, 2021, by and between CONSERVATORY METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and ROBERTS TREESCAPING, LLC, a Colorado limited liability company, d/b/a RTS LANDSCAPING (the “Contractor”), collectively referred to herein as the “Parties”.

RECITALS:

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Pond Maintenance Services)*, dated August 19, 2020, as amended by that certain *First Addendum* dated December 16, 2020 (collectively, the “Agreement”); and

WHEREAS, the Agreement sets forth the Services to be completed under the Agreement; and

WHEREAS, the Parties desire the Contractor to perform additional services than those originally contemplated under the Agreement.

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. **ADDITIONS TO SCOPE OF WORK.** The Parties hereby agree to add to the Agreement the services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. Such additional services shall be performed in accordance with the fees set forth in **Exhibit A** of this First Addendum.

2. **PRIOR PROVISIONS EFFECTIVE.** Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

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

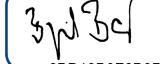
[Remainder of Page Intentionally Left Blank].

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

DISTRICT:

CONSERVATORY METROPOLITAN
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado

DocuSigned by:



6DD19B0F6B0D424...
Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:



B0DED6483101403...
General Counsel to the District

INDEPENDENT CONTRACTOR:

ROBERTS TREESCAPING, LLC, a Colorado limited
liability company, d/b/a RTS LANDSCAPING

DocuSigned by:



F9E287781B304C6...

By: Gene O'Neill

Title: Vice President, RTS Landscaping

EXHIBIT A



"SBA Certified HUBZone Company"
1690 Chambers Rd.
Aurora, Colorado 80011
303-366-1463 contact@rtscaping

June 17th, 2020

Mr. AJ Beckman
Special District Management Services, Inc.

RE: Conservatory – Additional Maintenance Water Quality Detention Ponds

Mr. Beckman:

RTS submits the following proposal for additional maintenance of 6 water quality control ponds (WQCP) in the Conservatory Metro District as requested. This is maintenance not covered in the original SoW and involves the cutting and removal of overgrown willows at pond 4.

1. Cut and remove overgrown willows in and around pond 4 inlet. The area where the willows will be removed is a 50ft strip along the sidewalk and 20ft wide down to inlet. This is the area discussed with Joy during our site visit.

Total Cost: \$695.00

Exclusions:

1. Permits if required.
2. Warranty for damage caused by others using site.
3. CAD As-builts

We appreciate the opportunity to bid on this work. Please call if we can be of further assistance.

Approved by: _____

Date: _____

Sincerely,
RTS Landscaping
Cole Mansanares
303-525-3437
Project Manager

INDEPENDENT CONTRACTOR AGREEMENT (TREE CARE SERVICES)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 17th day of June, 2021, by and between CONSERVATORY METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and ROCKY MOUNTAIN TREE CARE, INC., a Colorado corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.[”]

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

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

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

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District 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 District, 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 District. **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 District 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 District 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, 2021. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. **ADDITIONAL SERVICES.** The District 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 District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District 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 District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District 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 District 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 District 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 District or any agent of the District 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 District'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 District 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 District. Review, acceptance or approval by the District 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 District, at the District'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 District 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 District 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 District 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 District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District 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 District 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 District 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 District 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 District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

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 District. 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 District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District 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 District. **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 District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

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

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.

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

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

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

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 District, 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 District 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 District may carry, and any insurance maintained by the District shall be considered excess. The District 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 District 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 District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District 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 District and given to the Contractor by the District, 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 District deems confidential, or which the District 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 District. 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 District; or (iii) independently developed by the Contractor without use of the District'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 District 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 District shall agree to be bound by the terms of such confidentiality agreement.

b. **Personal Identifying Information.** During the performance of this Agreement, the District 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 District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

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 District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District 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 District's use and shall provide such copies to the District upon request at no cost.

14. **LIENS AND ENCUMBRANCES.** The Contractor shall not have any right or interest in any District 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 District'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 District. 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 District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District 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 District 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 District Indemnitees for the negligence of the District or the negligence of any other District 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 District of the existence of such Claim, the District 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 District. Any attempted assignment of this Agreement in whole or in part with respect to which the District 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 District 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 District'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 District. 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 District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District 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 District and by the District 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 District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

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:

District:	Conservatory Metropolitan District c/o Public Alliance, LLC 355 South Teller Street, Suite 200 Lakewood, CO 80226 Attention: AJ Beckman, Manager Phone: (303) 231-1055 Email: aj@publicalliancellc.com
With a Copy to:	
	WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Attention: Jennifer Gruber Tanaka, Esq. Phone: (303) 858-1800 E-mail: jtanaka@wbapc.com
Contractor:	
	Rocky Mountain Tree Care, Inc. 10575 Ralston Rd. Arvada, CO 80004 Attention: Don Wessels

Phone: (303) 431-5885

21. AUDITS. The District 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 District 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 District.

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 District 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 District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District 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 District's request, the Contractor will consent to being joined in litigation between the District 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 District 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 District 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 District'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 District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District'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 District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

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

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

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

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

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

34. **TAX EXEMPT STATUS.** The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District 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.

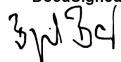
[Signature pages follow].

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.

DISTRICT:

CONSERVATORY METROPOLITAN
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado

DocuSigned by:



Officer of the District

ATTEST:

DocuSigned by:



3C62B01725714F2...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:



B0DE06483101403...
General Counsel for the District

***District's Signature Page to Independent Contractor Agreement for Tree Care Services with
Rocky Mountain Tree Care, Inc., dated June 17, 2021***

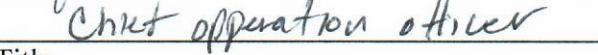
CONTRACTOR:

ROCKY MOUNTAIN TREE CARE, INC., a
Colorado corporation



Ryan Wessels

Printed Name



Chief operation officer

Title

STATE OF COLORADO)

) ss.

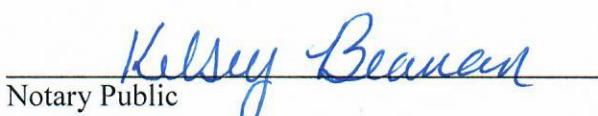
COUNTY OF Jefferson)

)

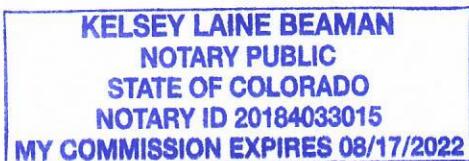
The foregoing instrument was acknowledged before me this 22 day of June,
2021, by Ryan Wessels, as the Chief operation officer of Rocky Mountain Tree Care,
Inc.

Witness my hand and official seal.

My commission expires: 08/17/2022


Kelsey Beaman

Notary Public



*Contractor's Signature Page to Independent Contractor Agreement for Tree Care Services
with Conservatory Metropolitan District, dated June 17, 2021*

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE



**Rocky Mountain
Tree Care, Inc.**

June 10, 2021

BrightView Landscape Services
Attn: Brian Marcinowski
8888 Motzenbocker Rd
Parker, CO 80134

10575 W. 64th Avenue
Arvada, Colorado 80004
303-431-5885
303-456-6369 fax

Re: Conservatory Metro, East Hampton and Conservatory Parkway

**Over 20 years of
expert care & experience**

Tree Count: Total 1,453

71	Cottonwoods	218	Spruce	236	Oaks
45	Hackberries	19	Elms	37	Ash
41	Crabapples	1	Serviceberry	32	Catalpa
155	Maples	38	Pears	63	Locust
50	Hawthorns	53	Lindens	27	Plum
7	Ginko	318	Pines	4	Sycamore
38	Kentucky Coffee Tree				

Dead Tree Count: Total 71

3	Cottonwoods	211	Spruce	19	Oaks
111	Hawthorn	1	Elm	5	Ash
1	Serviceberry	14	Maples	10	Locust
2	Hawthorns	1	Linden	3	Ginko
1	Pine	4	Sycamore	1	S

Plant Health Care:

- Aphid, mite, scale and leaf feeding beetles spray to all infested trees and shrubs
3 times \$1,450 per application \$4,350
- Bark beetle and borer spray to all pines, spruce, ash, Kentucky coffee tree,
hackberries, oaks, elms and locust \$4,950
- Deep root feed all oaks, maples and spruce with 20.20.20. chelated,
micronutrients, mycorrhizae, humic acid and wetting agent 2 holes per inch DBH \$5,490

Please call if you have any questions

Thank you,

Ryan Wessels
Rocky Mountain Tree Care, Inc.
303-775-7337

Commercial Applicators are Licensed by the Colorado Department of Agriculture

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

Form **W-9**
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
Rocky Mountain Tree Care, 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.	
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► 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. <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 10575 W 64th Ave	
6 City, state, and ZIP code Arvada, CO 80004	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
	-	-							
or									
Employer identification number									
8	4	-	1	5	1	7	3	6	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► <i>Donald W. Ulrich</i>	Date ► <i>4/10/19</i>
-----------	----------------------------------------------------	-----------------------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

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 \$1,000,000 per occurrence for bodily injury and property damage liability; \$1,000,000 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. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT C-1
CERTIFICATE(S) OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/16/2021

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

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

PRODUCER TrueNorth Companies, L.C. 275 S Main St Ste 100 Longmont CO 80501	CONTACT NAME: RM Longmont PHONE (A/C, No, Ext): 303-776-5122 FAX (A/C, No): 303-776-5495 E-MAIL ADDRESS: coservicemanager@truenorthcompanies.com
INSURED Rocky Mountain Tree Care Inc 10575 W. 64th Avenue Arvada CO 80004	
<small>ROCKMOU-59</small>	
INSURER(S) AFFORDING COVERAGE INSURER A : Westfield Insurance Company NAIC # 24112 INSURER B : Pinnacol Assurance 41190 INSURER C : Evanston Insurance Company 35378 INSURER D : INSURER E : INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 1448009348**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			Y	CMM8312154	9/24/2020	9/24/2021	EACH OCCURRENCE	\$ 1,000,000	
		CLAIMS-MADE	<input checked="" type="checkbox"/>	OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
								MED EXP (Any one person)	\$ 10,000	
								PERSONAL & ADV INJURY	\$ 1,000,000	
								GENERAL AGGREGATE	\$ 2,000,000	
								PRODUCTS - COMP/OP AGG	\$ 2,000,000	
									\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:									
		POLICY	<input checked="" type="checkbox"/>	PRO- JECT	<input checked="" type="checkbox"/>	LOC				
		OTHER:								
A	AUTOMOBILE LIABILITY				CMM8312154	9/24/2020	9/24/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	X ANY AUTO							BODILY INJURY (Per person)	\$	
	X OWNED AUTOS ONLY							BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
A	X UMBRELLA LIAB	X OCCUR			CMM8312154	9/24/2020	9/24/2021	EACH OCCURRENCE	\$ 3,000,000	
	EXCESS LIAB							AGGREGATE	\$ 3,000,000	
	DED X RETENTION \$ 0								\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				4023299	10/1/2020	10/1/2021	X PER STATUTE	OTHE-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
C	POLLUTION LIABILITY				CPLMOL104519	11/1/2020	11/1/2021	Each Occurrence	2,000,000	

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

Conservatory Metropolitan District is listed as Additional Insured when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Conservatory Metropolitan District c/o Public Alliance 355 S Teller St Suite #200 Lakewood CO 80226	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Brian O'Hanlon</i>
--------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BUSINESS AUTO ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. Who Is An Insured broadened:
 - Additional Insured by Contract, Agreement or Permit
 - Legally Incorporated Subsidiaries
 - Newly Acquired Organizations
- B. Supplementary Payments
 - Bail Bonds - \$5000
 - Loss of Earnings - \$500
- C. Fellow Employee Exclusion Amendment
- D. Coverage Extensions
 - Transportation Expenses
 - Personal Effects (Excess Basis)
- E. Additional Coverages
 - Expenses paid for returning a stolen covered auto
 - Fire Department Service Charge
- F. Airbag Coverage - Accidental Discharge
- G. Glass Repair - Waiver of Deductible
- H. Knowledge and Notice of an Accident, Claim or Suit
- I. Unintentional Failure To Disclose Hazards
- J. Worldwide Coverage
- K. Definitions
 - Bodily Injury Redefined

In addition to the policy amendments contained in A. through K. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lessee Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 04 44

A. WHO IS AN INSURED BROADENED

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item A. Coverage, 1. Who Is An Insured is amended to include the following additional paragraphs:

- d. Any legally incorporated subsidiary of yours in which you own more than

50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

- Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.
- e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:
 - (1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
 - (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.
 - f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTAL PAYMENTS

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, subparagraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 per day because of time off from work.

C. FELLOW EMPLOYEE EXCLUSION AMENDMENT

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item B. Exclusions, 5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

D. COVERAGE EXTENSIONS

SECTION III - PHYSICAL DAMAGE COVERAGE, Item A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is replaced with the following:

a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item 4. Coverage Extensions:

c. Personal Effects

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

E. ADDITIONAL COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended to include the following additional coverage items:

- 5. We will pay the expense of returning a stolen covered "auto" to you.
- 6. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to \$1,000 for your liability for Fire Department Service Charges:

- (a) Assumed by contract or agreement prior to loss; or
- (b) Required by local ordinance.

No deductible applies to this additional coverage.

F. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE

SECTION III - PHYSICAL DAMAGE COVERAGE, Item B. Exclusions, subparagraph 3.a. is deleted and replaced with the following:

- a. Wear and tear, freezing, mechanical or electrical breakdown.

Mechanical breakdown does not apply to the accidental discharge of an airbag.

G. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, item D. Deductible the following paragraph is added:

No deductible shall apply to glass damage if the glass is repaired rather than replaced.

H. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT

SECTION IV - BUSINESS AUTO CONDITIONS, Item A. Loss Conditions is amended as follows:

Subparagraph a. under Item 2. Duties In The Event Of Accident, Claim, Suit Or Loss, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

Subparagraph b.(2) under 2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended as follows:

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not

mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

I. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

J. WORLDWIDE COVERAGE

Under SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, subparagraph (5) is deleted and replaced with the following:

- (5) Anywhere in the world, if:

- (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and
- (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, Puerto Rico or Canada or in a settlement we agree to.
- (c) If, for such "autos" a "suit" is brought outside the territory described in 7.(1) through 7.(4) above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

K. DEFINITIONS

Under SECTION V - DEFINITIONS, Item C. is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, item c. is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

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POLICY NUMBER: CMM 8312154

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations

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

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

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

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

POLICY NUMBER: CMM 8312154

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations whom you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations

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

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

However:

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

contract or agreement to provide for such additional insured.

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

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

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

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

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this expanded coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Form.

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement.

- A. Expected or Intended Injury
 - Reasonable force
- B. Liquor Liability Coverage Extension
- C. Non-Owned Watercraft
 - Increased to 60 feet
- D. Non-Owned Aircraft
- E. Damage To Property - Borrowed Equipment
- F. Damage To Premises Rented To You
- G. Personal And Advertising Injury
 - Contractual Personal and Advertising Injury
 - Exclusions
- H. Supplementary Payments
 - Bail Bonds - \$2,500
 - Loss of Earnings - \$1,000
- I. Additional Insureds - Automatic Status
 - State or Governmental Agency or Subdivision or Political Subdivision Controlling Interest
 - Managers or Lessors of Premises
 - Mortgagee, Assignee or Receiver
 - Owners or Other Interests From Whom Land Has Been Leased
 - Co-Owners of Insured Premises
 - Lessor of Leased Equipment
- J. Who Is An Insured broadened
 - Joint Ventures / Partnership / Limited Liability Company
 - Health Care Professionals (Incidental Medical Malpractice)
 - Individual Owners of Building are Insured's
 - Newly Formed or Acquired Entities
- K. Knowledge and Notice of Occurrence
- L. Other Insurance Condition Amended
- M. Unintentional Failure To Disclose Hazards
- N. Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status
- O. Liberalization
- P. Definitions
 - Bodily Injury redefined
 - Insured Contract redefined
 - Expanded Personal and Advertising Injury definition

A. EXPECTED OR INTENDED INJURY

Under SECTION 1, COVERAGES, COVERAGE

A. BODILY INJURY AND PROPERTY DAMAGE
exclusion a. is replaced with the following:

- a. Expected Or Intended Injury

"Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

B. LIQUOR LIABILITY COVERAGE EXTENSION

SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions c. Liquor Liability is deleted.

C. NON-OWNED WATERCRAFT

Under SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g.2(a) is replaced with the following:

- (a) Less than 60 feet long; and

D. NON-OWNED AIRCRAFT

Under SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g. Aircraft, Auto or Watercraft, the following is added:

- (6) An aircraft you do not own provided that:

- (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- (b) It is rented with a trained, paid crew; and
- (c) It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - BORROWED EQUIPMENT

Under SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions j. is deleted and replaced by the following:

j. Damage To Property:

- (1) Property you own, rent or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any real property that must be restored, replaced, or repaired because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to:

- (i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or
- (ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied to you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

F. DAMAGE TO PREMISES RENTED TO YOU

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions, the last paragraph of Item 2. Exclusions is replaced with the following:

Exclusion c. through n. do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

G. PERSONAL AND ADVERTISING INJURY

Under SECTION I, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, Item 2. Exclusions e. Contractual Liability is deleted.

Under SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, the following are added to Item 2. Exclusions:

- q. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

- r. Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

H. SUPPLEMENTARY PAYMENTS

Under SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, item 1.b. is replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. We do not have to furnish these bonds.

Under SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, item 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

I. ADDITIONAL INSUREDS - AUTOMATIC STATUS

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs a. through g. below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of the policy; and
2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

- a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, repair maintenance, erection, construction, or removal of advertising signs, awnings canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

- (b) The construction, erection, or removal of elevators.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

- b. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- c. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

- d. Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- e. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

- f. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs a. through f. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph 4.b.(1) of Section IV - Commercial General Liability Conditions is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

- (1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written contractor written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

J. WHO IS AN INSURED BROADENED

Under SECTION II - WHO IS AN INSURED the following is added to item 1:

f. Joint Ventures / Partnership / Limited Liability Company Coverage

You are an insured when you had an interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- (1) Prior to the termination date of any joint venture, limited liability company or partnership; or

- (2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under SECTION II - WHO IS AN INSURED, 2.a.(1)(d) is deleted and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under SECTION II - WHO IS AN INSURED the following is added:

4. For COVERAGE A and COVERAGE B only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:

- a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or
- b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under SECTION II - WHO IS AN INSURED, 3.a. is deleted and replaced with the following:

- a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier.

Under SECTION II - WHO IS AN INSURED the last paragraph in this section is deleted and replaced with the following:

Except as provided in 3. above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit, the following is added:

- e. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

- f. The requirement in Condition 2.b. will not be breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

- g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, Condition 4 of Section IV - Commercial General Liability Conditions is deleted and replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverage A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary and non-contributory except when b. below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (1) That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A.
- (4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of Insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 6. Representations, the following is added:

- d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

N. **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS**

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8. Transfer Of Rights Of Recovery Against Others To Us is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

O. LIBERALIZATION

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under SECTION V - DEFINITIONS, item 3. is deleted and replaced with the following:

3. "Bodily Injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under SECTION V - DEFINITIONS, item 9. is deleted and replaced with the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer, or survey or for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give

them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services including those listed in (1) above and supervisory, inspection, architectural or engineering, activities.

Under SECTION V - DEFINITIONS, item 14. the following is added to the definition of "Personal and advertising injury":

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the insured;
 - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.



7501 E. Lowry Blvd.
Denver, CO 80230-7006
303.361.4000 / 800.873.7242
Pinnacol.com

NCCI #: WC000313B
Policy #: 4023299

Rocky Mountain Tree Care Inc
10575 W 64th Avenue
Arvada, CO 80004-2343

TrueNorth
275 South Main Street
Suite 100
Longmont, CO 80501
(303) 776-5122

ENDORSEMENT: Blanket Waiver of Subrogation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: September 30, 2020 Expires on: October 1, 2021
Pinnacol Assurance has issued this endorsement September 30, 2020

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,

ROCKY MOUNTAIN TREE CARE, INC.

is a
Corporation

formed or registered on 08/14/1998 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 19981148319 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/15/2021 that have been posted, and by documents delivered to this office electronically through 06/17/2021 @ 08:52:28 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/17/2021 @ 08:52:28 in accordance with applicable law. This certificate is assigned Confirmation Number 13243145 .



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

Secretary of State of the State of Colorado

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

DISTRICT MANAGER'S REPORT

To: Board of Directors, Conservatory Metropolitan District
From: AJ Beckman, District Manager
Date: July 14, 2021

Capital Improvements Pond 6: The plans for Pond No. 6 have undergone two rounds of review with the City of Aurora ("the City"). In the first round of review the City applied standards for new construction. This would have required the District to make costly and extensive renovations to the pond in order to proceed with the original project scope which is primarily intended to mitigate safety concerns and reduce erosion. The District resubmitted the plans with a letter explaining the standards applicable to the Pond 6, pursuant the Amended and Restated Intergovernmental Agreement, dated August 22, 2016 ("the IGA") explaining that the pond was constructed prior to the adoption of the City's applicable Rules and Regulations for stormwater improvements. The resubmittal requested a variance for most of the construction the City was requesting. On July 13th the City returned comments to the District's resubmittal. The City's comments are focused primarily on the Pond 6 inlet extension area, however the City is again requesting extensive and costly changes to the original plan. The Pond Committee met on July 14, 2021 and determined to recommend to the Board that the district curtail the pursuit of the inlet extension option and focus efforts on safety and erosion control along the pedestrian path.

2021 Landscaping Improvements at Entry Areas: Design Options prepared by Wendy Booth with Ivy Street Designs were approved by the Board at the May 17, 2021 Board Meeting. Proposals have been requested from BrighView Landscaping, Environmental Designs, Inc., and Singing Hills Landscaping, Inc. The proposals are included in the meeting packet for Board review and consideration at the July 19, 2021 Board meeting.

Electrical Work at Monuments: Directors Altman and Giles (the "Moment Improvements Committee") met with Ms. Warner and me to inspect the monuments and the entry areas and develop a scope of work to improve the efficiency of the holiday lighting installations in January 2021. At the May 17, 2021 Board meeting a broader scope of improvements to included LED lighting options was included. Proposals from Parker Electric and Lionhart Electric are included in the meeting packet. The Committee has reviewed and will present its recommendation at the July 19, 2021 Board meeting.

Signage, Tract V: Public Alliance is working with BrightView on the installation of signs cautioning the public that icy conditions may exist on the walking path connecting Tract V to the City's walking path. The signs have been received and we have requested that BrightView perform the installation.

Sump Pump Discharge Letter: The District discovered excessive sump pump discharge from the property located at 3415 S. Jericho Court. The letter to the resident is attached to this report.

Board Member on Duty:

July 2021	August 2021	Sept. 2021	October 2021	Nov. 2021	Dec. 2021
Dave	Birgit	Pete	Joy	Bob	Dave
Jan. 2022	Feb. 2022	March 2022	April 2022	May 2022	June 2022
Birgit	Pete	Joy	Bob	Dave	Birgit

CONSERVATORY METROPOLITAN DISTRICT

355 Teller St., Suite 200
Lakewood, Colorado 80226
Cell: 303-877-6284 • Tel: 303-231-6621 • Cell: • Fax: 303-231-1056
Website: www.yourcmd.org • District Manager's Email aj@publicalliancellc.com

July 14, 2021

RESIDENT
3415 S. Jericho Ct.

Aurora, CO 80013

Re: Property located at 3415 S. Jericho Ct.

To Whom It May Concern:

The purpose of this letter is to inform you of a drainage problem affecting public property owned and maintained by the Conservatory Metropolitan District (the “District”), which property and landscaping is adjacent to the above-referenced property. This property is similar to many in the Conservatory at the Plains as the home at this address appears to be equipped with a pump which discharges water from the basement sump well to the outside of the home. However, in this case the water being discharged is running onto District property, oversaturating the landscaping and sidewalk (picture attached)

The Board of Directors of the District is hereby requesting that the property owner take appropriate measures, in conformance with all local codes and permitting requirements, to immediately discontinue and prevent future drainage onto District property.

I appreciate your attention to this important matter. Please contact me at your earliest convenience to let me know how you intend to address the District’s request.

Sincerely,

AJ Beckman
District Manager

CC: Jennifer Tanaka, Esq.
Board of Directors



Contractor	Improvements to Support Holiday Lighting	Monument LED Conversion	Total Cost
Lionheart Electrical	Not broken out	Not broken out	\$35,180.00
Ban Electric Servises	\$2,680.00	\$4,178.00	\$6,858.00
Parker Electric	\$2,640.00	\$3,770.00	\$6,410.00

Conservatory Monument Signs

Lionheart Electric – Monument sign bid 06/30/21

METER RELOCATE	3	4865	14595
LED RETRO	13	1265	16445
PHOTO CELL MOVE & REPLCACE	8	365	2920
TROUBLESHOOT	1	745	745
SECURE AND SUPPORT PIPE & BOX	5	95	475
			\$ 35,180.00

Previous bid (for reference) 05/21/21

1. South Ireland and Conservatory - North end
 - a) Move the photocell to the GFCI at the sign **\$380.00**
8. Hampton & Jericho - East side
 - a) Resecure the loose GFCI box **\$90.00**
 - b) Relocate the panel/photocell from the residence side of the fence to the opposite side with a junction box and conduit on the district side. – **ROM Price (dependent upon utility company inclusions and fees) - \$2,400-\$4000**
9. Hampton & Jericho - West side
 - a) Resecure the loose GFCI box **\$90.00**
 - b) Relocate the panel/photocell from the residence side of the fence to the opposite side with a junction box and conduit on the district side. **ROM Price (dependent upon utility company inclusions and fees) - \$2,400-\$4000**
10. Hampton & Conservatory - West side
 - a) Locate the photocells - (there are 3 monuments, 2 meters and 4 sensors). **\$380.00**
 - b) Determine if the photocells are working correctly and repair/replace if needed **\$125.00 each**
11. Hampton & Conservatory - East side
 - a) Locate the photocells - (there are 3 monuments, 2 meters and 4 sensors). **\$380.00**
 - b) Determine if the photocells are working correctly and repair/replace if needed **\$125.00 each**
 - c) Repair separated conduit (safety hazard) **-\$195.00**

Please add time to make sure that the monuments are in working order (just a visual inspection that sensor/lamp is working as it should) **add 1 full day of labor to check all- \$795.00, includes wipe down and placing white tape over cracks and holes on lenses.**

Please add - Repairs required found during the above stated work will be discussed and approved before completion. **\$ - TBD**



Proposal

Date: 02-26-21

To: Public Alliance
355 S Teller St
Suite 200
Lakewood, CO 80226

Re: Conservatory Monument Signs

Attn: Sara Warner

Thank you for the opportunity to bid on this project. This proposal is per the job walk.

Scope:

South Ireland & Conservatory North End:

- Relocate and replace photo eye sensor
- Clean lenses with cleaning solution and rag
- Replace T8 fluorescent lamps and ballast with Rapid start LED driver and LED tubes rated for outside and cold weather

Proposed amount **\$349.00**

BAN Electric Services Inc.

Phone: 303-424-1964 / FAX: 303-424-8484

Proposal - Public Alliance - Conservatory Monument signs - 02-26-21

Page 1 of 6

Columbia & Conservatory

- Install photo eye at monument sign no existing sensor found
- Clean lenses with cleaning solution and rag
- Replace T8 fluorescent lamps and ballast with Rapid start LED driver and LED tubes rated for outside and cold weather

Proposed amount **\$401.00**

N.W Corner Dartmouth & Conservatory

- Install photo eye at monument sign no existing sensor found
- Clean lenses with cleaning solution and rag
- Replace T8 fluorescent lamps and ballast with Rapid start LED driver and LED tubes rated for outside and cold weather

Proposed amount **\$349.00**

S.E Corner of Dartmouth & Conservatory

- Clean lenses with cleaning solution and rag
- Replace T8 fluorescent lamps and ballast with Rapid start LED driver and LED tubes rated for outside and cold weather

Proposed amount **\$246.00**

Eastman & Jericho

- Replace T8 fluorescent lamps and ballast with Rapid start LED driver and LED tubes rated for outside and cold weather
- No power at sign
- Looked into solar option did not find any options that would be able to store the power for energizing at night with no sun

Proposed amount **\$246.00**

BAN Electric Services Inc.

Phone: 303-424-1964 / FAX: 303-424-8484

Proposal - Public Alliance - Conservatory Monument signs - 02-26-21

Page 2 of 6

Dartmouth & Jericho

- Relocate Meter and panel on the other side of brick wall
- Dig up feed and reinstall in meter housing
- Reuse existing meter and panel
- Clean lenses with cleaning solution and rag
- Replace T8 fluorescent lamps and ballast with Rapid start LED driver and LED tubes rated for outside and cold weather
- Install photo eye at monument sign
- Install new GFCI receptacle with new bubble cover at panel

Proposed amount **\$1,088.00**

Hampton & Jericho – West Side

- Relocate Meter and panel on the other side of brick wall
- Dig up feed and reinstall in meter housing
- Reuse existing meter and panel
- Clean lenses with cleaning solution and rag
- Replace T8 fluorescent lamps and ballast with Rapid start LED driver and LED tubes rated for outside and cold weather
- Install photo eye at monument sign
- Install new GFCI receptacle with new bubble cover at panel

Total Proposed amount **\$1,191.00**

Hampton & Jericho – East Side

- Clean lenses with cleaning solution and rag
- Replace T8 fluorescent lamps and ballast with Rapid start LED driver and LED tubes rated for outside and cold weather

Proposed amount **\$401.00**

BAN Electric Services Inc.

Phone: 303-424-1964 / FAX: 303-424-8484

Proposal - Public Alliance - Conservatory Monument signs - 02-26-21

Page 3 of 6

Hampton & Conservatory – West side

- Identify and locate sensors
- Clean lenses with cleaning solution and rag
- Replace T8 fluorescent lamps and ballast with Rapid start LED driver and LED tubes rated for outside and cold weather

Proposed amount **\$553.00**

Hampton & Conservatory – East Side

- Identify and locate sensors
- Clean lenses with cleaning solution and rag
- Replace T8 fluorescent lamps and ballast with Rapid start LED driver and LED tubes rated for outside and cold weather
- Reattach power supply to sign

Proposed amount **\$524.00**

Greenwood Place & Conservatory

- Identify and locate sensors
- Clean lenses with cleaning solution and rag
- Replace T8 fluorescent lamps and ballast with Rapid start LED driver and LED tubes rated for outside and cold weather

Proposed amount **\$553.00**

Nepal & Conservatory

- Clean lenses with cleaning solution and rag
- Replace T8 fluorescent lamps and ballast with Rapid start LED driver and LED tubes rated for outside and cold weather
- Inspect inside sign to see if holes in lens have damaged anything inside
- Fille holes with clear silicone

Proposed amount **\$297.00**

BAN Electric Services Inc.

Phone: 303-424-1964 / FAX: 303-424-8484

Proposal - Public Alliance - Conservatory Monument signs - 02-26-21

Page 4 of 6

Doane & Conservatory

- Install photo eye at monument sign no existing sensor found (trenching included)
- Clean lenses with cleaning solution and rag
- Replace T8 fluorescent lamps and ballast with Rapid start LED driver and LED tubes rated for outside and cold weather

Proposed amount **\$660.00**

Total Proposed amount Base Bid **\$6,858.00**

Add Alternate 1:

Hoa sign

- Clean lenses with cleaning solution and rag
- Replace T8 fluorescent lamps and ballast with Rapid start LED driver and LED tubes rated for outside and cold weather

Add Alt1 proposed amount **\$246.00**

Clarifications:

South Ireland & Conservatory

- No work Xcel meter has been pulled and disconnected

light fixtures controls and distribution equipment subject to government tariffs at any time from bid date to final ordering of equipment.

Not responsible for shipping delays

Proposal is valid for 30 days please call for extension or questions

*Not Responsible for delays due to Covid-19

BAN Electric Services Inc.

Phone: 303-424-1964 / FAX: 303-424-8484

Proposal - Public Alliance - Conservatory Monument signs - 02-26-21

Page 5 of 6

Inclusions:

- 1-year warranty on workmanship
- Light fixtures listed
- Lighting control system
- Labor
- Rough in material

Exclusions:

- After hours work
- Mechanical control wiring
- Fire alarm wiring
- New meters or new panels
- Distribution equipment

I look forward to working on this project. Please feel free to call with any questions or comments.

Thanks again

Todd Brooks _____ Date: _____

Sara Warner _____ Date: _____

BAN Electric Services Inc.

Phone: 303-424-1964 / FAX: 303-424-8484

Proposal - Public Alliance - Conservatory Monument signs - 02-26-21

Page 6 of 6

Parker Electric, Inc.

11689 Progress Lane, Unit B
P.O. Box 3273
Parker, Colorado 80134
Phone 303-841-5448 Fax 303-841-2051
E-mail: parkerelectric83@aol.com

June 21, 2021

Via E-Mail

To: Conservatory Metropolitan District
c/o Sarah Warner
355 S Teller Street Suite 200
Lakewood CO 80226

RE: Miscellaneous monument lighting electrical

Dear Sarah,

Upon visiting The Conservatory on 2/17/21, Parker Electric Inc proposes the following scope of work for your review.

1. South Ireland and Conservatory – North end
 - a. Replace (2) HO fluorescent bulbs and (1) ballast in the sign
 - b. Clean the sign lens
 - c. Relocate (1) photocell to the GFCI box at the sign

LOT PRICE: \$365.00

2. South Ireland and Conservatory
No meter/power
3. Columbia and Conservatory
 - a. Replace (2) HO fluorescent bulbs and (1) ballast in the sign
 - b. Clean the sign lens

LOT PRICE: \$260.00

4. Northwest corner of Dartmouth and Conservatory
 - a. Replace (2) HO fluorescent bulbs and (1) ballast in the sign
 - b. Clean the sign lens

LOT PRICE: \$260.00

5. Southeast corner of Dartmouth and Conservatory
 - a. Replace (2) HO fluorescent bulbs and (1) ballast

Our standard terms of payment are COD upon completion and testing of the electrical power. At present we do not accept credit cards but a personal or business check or cash is acceptable.
Prices quoted are good for 45 days at which time labor and material pricing needs to be re-evaluated.

- b. Clean the sign lens
- c. Locate the photocell

LOT PRICE: \$295.00

6. Eastman and Jerico

There are currently no provisions for power at this sign. A functional solar option will be extremely expensive

7. Dartmouth and Jerico

- a. Replace (2) HO fluorescent bulbs and (1) ballast
- b. Clean the sign lens
- c. Relocate the panel/photocell to the front of the pillar with a junction box and surface mounted conduit

LOT PRICE: \$850.00

8. Hampden and Jerico

- a. Replace (2) HO fluorescent bulbs and (1) ballast
- b. Clean the sign lens
- c. Resecure the loose GFCI box
- d. Relocate the panel/photocell from the residences side of the fence to the opposite side with a junction box and conduit installed through the wall

LOT PRICE: \$895.00

9. Hampden and Jerico - East side

- a. Replace (2) HO fluorescent bulbs and (1) ballast
- b. Clean the sign lens
- c. Resecure the loose GFCI box
- d. Relocate the panel/photocell from the residences side of the fence to the opposite side with a junction box and conduit installed through the wall

LOT PRICE: \$895.00

10. Hampden and Conservatory – West side

- a. Replace (2) HO fluorescent bulbs and (1) ballast
- b. Clean the sign lens
- c. Locate the photocells

LOT PRICE: \$325.00

11. Hampden and Conservatory – East side

- a. Replace (2) HO fluorescent bulbs and (1) ballast
- b. Clean the sign lens
- c. Locate the photocells

Our standard terms of payment are COD upon completion and testing of the electrical power. At present we do not accept credit cards but a personal or business check or cash is acceptable.

Prices quoted are good for 45 days at which time labor and material pricing needs to be re-evaluated.

- d. Repair separated conduit
- e. Repair/replace photocell

LOT PRICE: \$455.00

12. Greenwood Place and Conservatory

- a. Replace (2) HO fluorescent bulbs and (1) ballast
- b. Clean the sign lens
- c. Locate the photocell

LOT PRICE: \$325.00

13. Nepal and Conservatory

- a. Replace (2) HO fluorescent bulbs and (1) ballast
- b. Clean the sign lens
- c. Silicone the holes in the lens
- d. Replace (1) missing weatherproof cover at the GFCI

LOT PRICE: \$385.00

14. Doane and Conservatory

- a. Relocate photocell to the sign and install in the sign housing. (Installation will be weather tight)

LOT PRICE: \$140.00

***Option: Replace sign lighting with new LED bulbs. This will eliminate the ballast, triple the life of the bulbs, and use less energy.

ADD: \$80.00 to each sign price

Exclusions:

- Permit
- Paint/patch
- Traffic control

Thank you,
Neal A Whittingham

Our standard terms of payment are COD upon completion and testing of the electrical power. At present we do not accept credit cards but a personal or business check or cash is acceptable.

Prices quoted are good for 45 days at which time labor and material pricing needs to be re-evaluated.

2021 Holiday Decor

Conservatory Metro District

Below is contracted items. At end of this document is a proposal for additions (to be approved/added if authorized)

2021 on-site contact Dave 303-810-7302.

Key:



Multi color large bulb on Cottonwoods



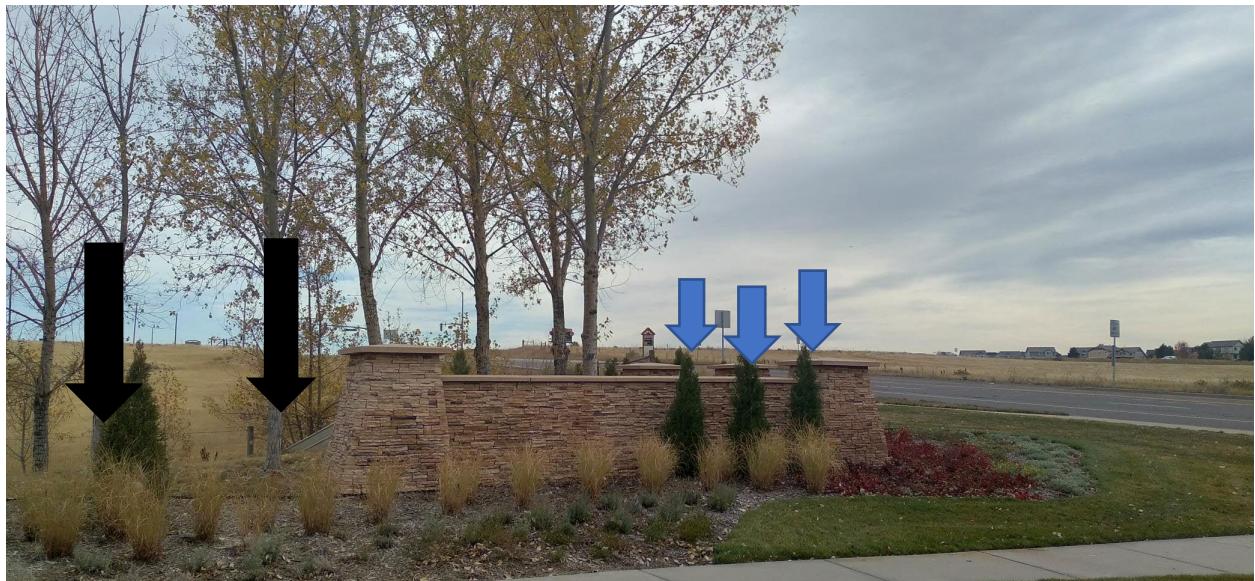
Warm White mini lights on upright junipers

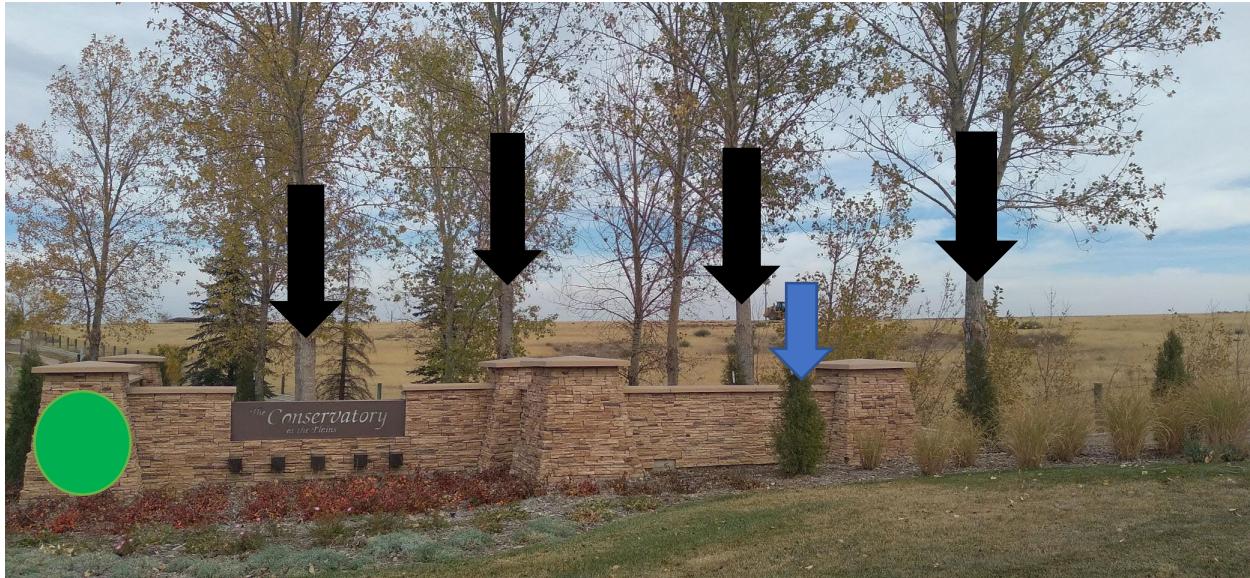


Wreaths lit with warm white and with padded bows

Entrance at Hampden and S Conservatory Parkway

East Side





- Install warm white mini lights on (3) upright junipers along Conservatory and (1) right of monument along Hampden. (see photo) (200wwmini).
- Install large bulb Multi Color on (6) cottonwoods closest to the street side (see photo) (800wwlarge)
- Install (1) 36" pre-lit wreath with padded bow to left of monument sign.

West Side





- Install large bulb Multi Color on (6) cottonwoods closest to the street side (see photo) (BUCKET 1,500wwlarge)
- Install (1) 36" pre-lit wreath with padded bow to right of monument sign.
- Install warm white mini lights on (3) upright junipers along Conservatory and (1) left of monument along Hampden. (see photo) (200wwmini).

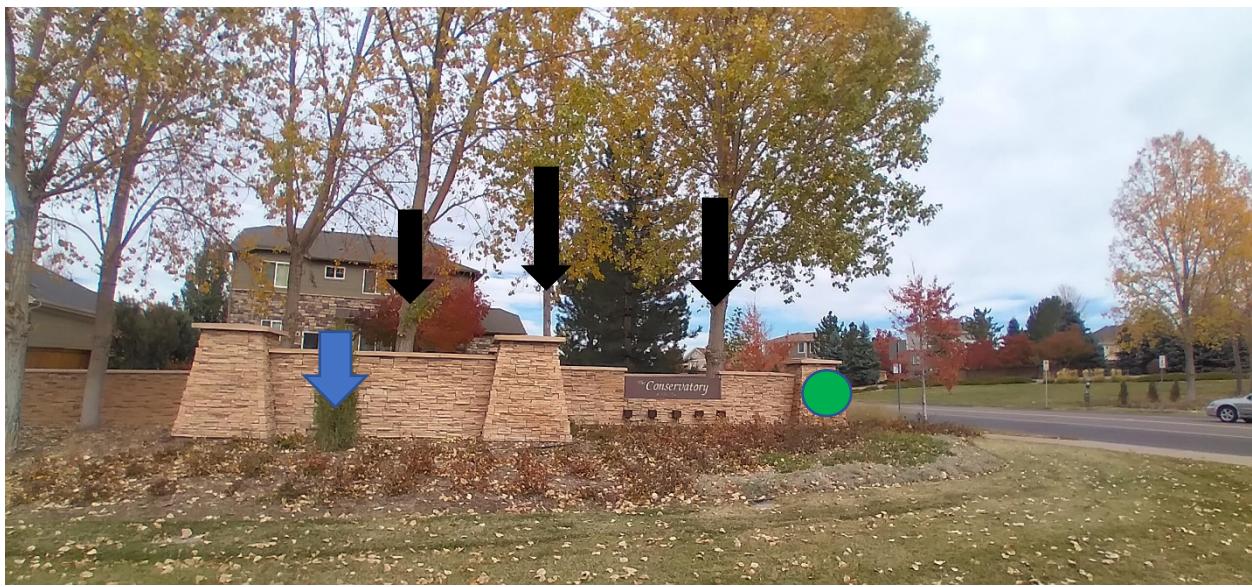
Entrance at Hampden and S Jericho Way

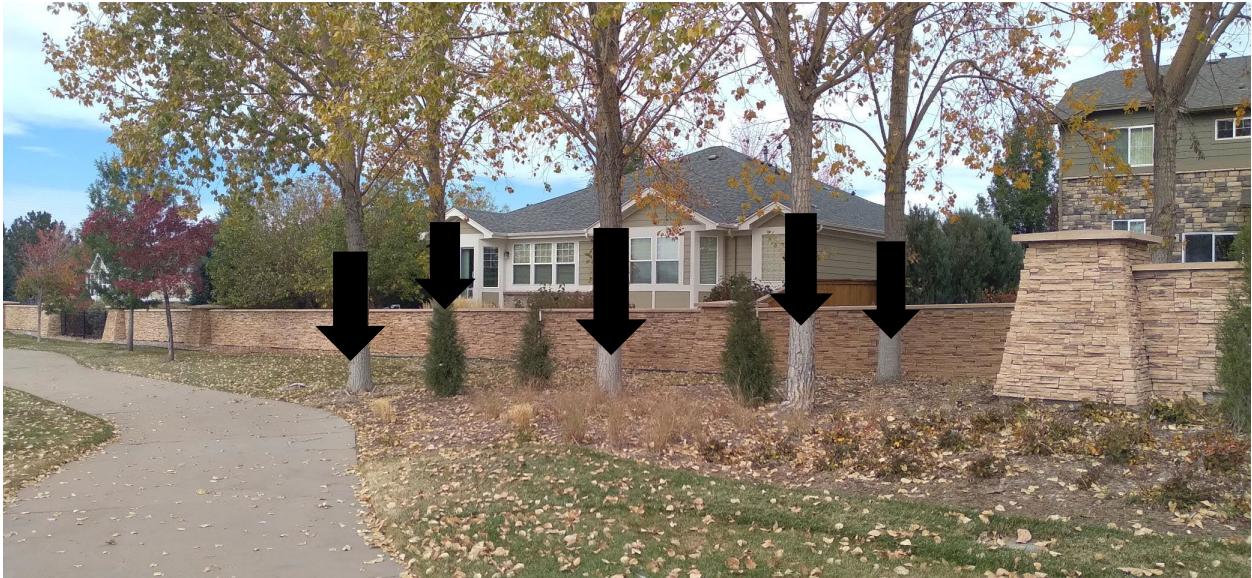
East Side



- Install large bulb Multi Color on (5) cottonwoods (see photo) (BUCKET needed for two end ones 1,200wwlarge)
- Install (1) 36" pre-lit wreath with padded bow to left of monument sign.
- Install warm white mini lights on (4) upright junipers along Hampden and (4) along Jericho side.4 (see photo) (400wwmini).

West Side





- Install Multi Color large bulb on (3) cottonwoods behind monument sign and (5) cottonwoods to west of monument sign (Bucket needed 1,800 ww large).
- Install (1) 36" pre-lit wreath with padded bow to right of monument sign.
- Install warm white mini lights on (4) upright junipers along Jericho side and (1) on Hampden side (see photo) (475wwmini).

Entrance at S Conservatory Parkway and Ireland Way- SW corner monument



- Install (1) 36: pre-lit wreath with padded bow on south facing monument pillar to right of sign.

Contract totals

New totals based on changes / additions in 2020:

2020/2021 \$16,818.00 - done

2021 contract:

2021/2022 \$17,284.00

Possible additions – Add \$5,417.00

2022/2023 \$17,708.00

Contract total \$51,810.00

Additions for consideration to add to 2021 contract.

Entrance at Hampden and Kilarney Ct



Pending power installation

*Install multi color large bulb c9 lights in four large spruce here. Two on each side. (250 each/1000total) \$4.560.00

Entrance at S Conservatory Parkway and Ireland Way - SW corner monument

Need duplex outlet installed here.



*Install an additional 36" pre lit wreath with bow here so that there is a wreath on both N and S sides of monument sign. \$297.00

*Install multi color large bulb c9 in pear tree NW of sign (125). \$560.00

Landscape Expenditure Budget Tracking Matrix
 as of
 July 12, 2021

Project Description	Date of Proposal	Date of Approval	Contract Addendum	Budget	Incurred or Expected	Remaining Budget	Rejected	Pending	In Process	Complete	Comments
Annual Maintenance Contract (GF)				\$ 130,000.00	\$ 110,460.00	\$ 274,040.00					
Budgeted Work and Projects											
Tree Replacement (GF)	3/25/2021	2/25/2021	7	\$ 54,000.00	\$ 53,260.00	\$ 220,780.00			X		
Tree Removal (GFLP)	5/27/2021	5/27/2021	5, 8, 11	\$ 8,000.00	\$ 8,500.00	\$ 212,280.00		X			No. 8 Cottonwoods \$3,050, No. 11 Dead Trees \$5,400
Spray Tree rings (GFLP)	2/9/2021	2/9/2021		\$ 3,000.00	\$ 50.00	\$ 212,230.00					
Repair / Replant Beds Includes Design (CPF)				\$ 100,000.00		\$ 212,230.00					
Pruning Trees and Bushes (GFLP)				\$ 15,000.00		\$ 212,230.00					
Reseeding Tract III (GFLP)				\$ 12,000.00		\$ 212,230.00					
Holiday Lighting (GF)				\$ 12,500.00		\$ 212,230.00					
Winter Watering (GFLP)	1/27/2021	1/27/2021	1 and 2	\$ 10,000.00	\$ 5,459.00	\$ 206,771.00			X		Separate contracts for perennials at monuments and trees (one round each)
Irrigation Repairs (GF)	6/10/2021	6/10/2021	10	\$ 35,000.00	\$ 7,370.57	\$ 199,400.43		X			Line item includes Addendum No. 10 for repairs to backflow \$3,417 and ongoing repairs
Natural Surface Path Maintenance (GF)				\$ 5,000.00		\$ 199,400.43					
				\$ 254,500.00	\$ 74,639.57	\$ 199,400.43					
Unbudgeted Work											
Playground Mulch	2/4/2021	2/4/2021	3		\$ 2,195.00				X		
Playground Concrete Removal	3/5/2021	3/8/2021	6		\$ 328.51				X		
Trash Pickup (utility trash)	2/5/2021	2/5/2021	4		\$ 605.00				X		
Landscape Refresh	5/16/2021	5/19/2021	9		\$ 14,994.00				X		Improvements to entry beds, mulch, irrigation, edging, pruning etc.
Plant Material at Entry Beds	6/29/2021	6/29/2021	12		\$ 5,922.42				X		
					\$ 24,044.93						
				\$ 384,500.00	\$ 209,144.50	\$ 175,355.50					

Quality Site Assessment

General Information

Property Name: Conservatory Metropolitan Dist

Date: Wednesday, July 14, 2021

Next Inspection Date: Wednesday, September 01, 2021

Client Attendees: Birgit Baldwin

Brightview Attendees: Brian Marcinowski, Brian Marcinowski

CUSTOMER FOCUS AREA:

Entrance beds off Hampden, landscape along Conservatory Pkwy, landscape along Jericho and various projects.

CARRYOVER ITEMS (CheckBox = DONE): None Noted

MAINTENANCE ITEMS:

- 1) Native Mowing has been completed at track K,F,B,III
- 2) Tree Stakes have been removed at track I,L,M,U,FF
- 3) Backflow has been repaired and tested on June 30th
- 4) Plant Material refresh was installed and top dressed with mulch on July 2nd. Netafin drip irrigation was installed prior.
- 5) Plant Material refresh was installed and top dressed with mulch on July 2nd. Netafin drip irrigation was installed prior.
- 6) Plant Material refresh was installed and top dressed with mulch on July 2nd. Netafin drip irrigation was installed prior.
- 7) Seagreen Junipers were pruned back to allow the Russian Sage to breath and grow
- 8) All shrubs were hard pruning of deadwood, and removed the dead shrubs in track I

RECOMMENDATIONS FOR PROPERTY ENHANCEMENTS:

- 1) Remove native grass and fill in with rock and plant material at track A

NOTES TO OWNER/CLIENT:

- 1) It really feels good to be back on the property making everyone happy to call Conservatory home. We as Brightview enjoy working with the best interest in mind, and making the landscape looking maintained.

Quality Site Assessment

Maintenance Items

Backflow has been repaired and tested on June 30th



2021-07-14
39.65761666666666, -104.743025

[1 / 6]

Maintenance Items

Plant Material refresh was installed and top dressed with mulch on July 2nd. Netafin drip irrigation was installed prior.



2021-07-14
39.6534, -104.75029166666667

[2 / 6]

Maintenance Items

Plant Material refresh was installed and top dressed with mulch on July 2nd. Netafin drip irrigation was installed prior.



2021-07-14
39.65337777777778, -104.75020555555555

[3 / 6]

Maintenance Items

Plant Material refresh was installed and top dressed with mulch on July 2nd. Netafin drip irrigation was installed prior.



2021-07-14
39.65337777777778, -104.75020555555555

[4 / 6]

Quality Site Assessment

Maintenance Items

Seagreen Junipers were pruned back to allow the Russian Sage to breath and grow



[5 / 6]

Maintenance Items

All shrubs were hard pruning of deadwood, and removed the dead shrubs in track I



[6 / 6]

Recommendations for Property Enhancements

Remove native grass and fill in with rock and plant material at track A



[1 / 1]

Proposal for Extra Work at Conservatory Metropolitan Dist

Property Name	Conservatory Metropolitan Dist	Contact	Conservatory Landscape Committee
Property Address	21152 E Greenwood Pl Aurora, CO 80013	To	Conservatory Metro District
		Billing Address	c/o Public Alliance 3159 N Speer Blvd Denver, CO 80211

Project Name Killarney Ct. Streetscape

Project Description `Install new Plant Material from Designs

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
Killarney Ct. Streetscape				\$46,957.27
60.00	HOUR	Demo/Dump (Remove Mulch/Edger)(Preserve Grasses/Spirea for Relocation Install)	\$64.47	\$3,867.90
80.00	HOUR	Demo/Rototilling (Remove Rock to Rototill/Re-use Rock)	\$64.47	\$5,157.20
110.00	LINEAR FEET	Green Pro - Edging Installed	\$7.06	\$776.40
4,000.00	SQUARE FEET	Filter Fabric Installed	\$0.20	\$801.20
48.00	TON	1-1/2 Rhyolite - TON Rock/Gravel Installed (Top Dress)	\$144.45	\$6,933.44
5.00	CUBIC YARD	BioComp Compost - Amendment Installed	\$123.88	\$619.40
4.00	EACH	OAK, NORTHERN RED - 2" Deciduous Tree Installed	\$704.15	\$2,816.59
10.00	EACH	HAWTHORN, TOBA - 2" Deciduous Tree Installed	\$685.24	\$6,852.38
32.00	EACH	SUMAC, AUTUMN AMBER - 5 gal. Shrub/Perennial Installed	\$69.79	\$2,233.28
96.00	EACH	GRASS, MUHLY - 1 gal. Shrub/Perennial Installed	\$26.67	\$2,560.51
60.00	EACH	GRASS, BLONDE AMBITION - 1 gal. Shrub/Perennial Installed	\$26.67	\$1,600.32
158.00	EACH	PERENNIAL, PURPLE PENSTEMON - 1 gal. Shrub/Perennial Installed	\$22.89	\$3,616.59
61.00	EACH	PERENNIAL, HYSSOP, SONORAN SUNSET - 1 gal. Shrub/Perennial Installed	\$27.61	\$1,683.99
70.00	EACH	PERENNIAL, DARK PINK DIANTHUS - 1 gal. Shrub/Perennial Installed	\$23.82	\$1,667.69
1.00	LUMP SUM	Irrigation T&M (Netaflin/Poly Pipe/Emitters)	\$5,770.38	\$5,770.38
S. Kick Way Bountonierre				\$3,783.15
10.00	HOUR	Demo/Dump (Remove Mulch/Edger)(Plant Material)	\$64.47	\$644.65
40.00	LINEAR FEET	Green Pro - Edging Installed	\$7.06	\$282.33
0.50	CUBIC YARD	BioComp Compost - Amendment Installed	\$123.88	\$61.94
3.00	TON	1-1/2 Rhyolite - TON Rock/Gravel Installed	\$144.45	\$433.34
26.00	EACH	GRASS, BLONDE AMBITION - 1 gal. Shrub/Perennial Installed	\$26.67	\$693.47
26.00	EACH	PERENNIAL, HYSSOP, SORNORAN SUNSET - 1 gal. Shrub/Perennial Installed	\$27.61	\$717.77

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
8888 Motsenbocker Road, Suite A, Parker, CO 80134 ph. (303) 841-3003 fax (303) 841-3177

Proposal for Extra Work at Conservatory Metropolitan Dist

17.00	EACH	PERENNIAL, SILVERHEELS HOREHOUND - 1 gal. Shrub/Perennial Installed	\$27.61	\$469.31
1.00	LUMP SUM	Irrigation T&M (Poly Pipe/Emitters)	\$480.34	\$480.34
Jericho Way Boutonierre			Subtotal	\$1,787.41
6.00	HOUR	Demo/Dump (Remove Mulch/Edger)(Preserve Grasses/Spirea for Relocation)	\$64.47	\$386.79
0.50	CUBIC YARD	BioComp Compost - Amendment Installed	\$123.88	\$61.94
2.00	TON	1-1/2 Rhyolite - TON Rock/Gravel Installed	\$144.45	\$288.89
11.00	EACH	GRASS, BLONDE AMBITION - 1 gal. Shrub/Perennial Installed	\$26.67	\$293.39
10.00	EACH	PERENNIAL, HYSSOP SUNSET - 1 gal. Shrub/Perennial Installed	\$27.61	\$276.06
1.00	LUMP SUM	Irrigation T&M (Poly Pipe/Emitters)	\$480.34	\$480.34

Addendum _____ to the Independent Contractor Agreement (Landscape Maintenance Services 2021) dated November 5, 2020 (the "Agreement"). The parties hereby agree to add the work herein to the service set forth in Exhibit A of the Agreement and hereby incorporate all provisions set forth in the Agreement to this Addendum.

For internal use only

SO#	7566509		
JOB#	400300305		
Service Line	130	Total Price	\$52,527.83

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
8888 Motsenbocker Road, Suite A, Parker, CO 80134 ph. (303) 841-3003 fax (303) 841-3177

TERMS & CONDITIONS

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

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

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

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

Acceptance of this Contract

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

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

Customer

Landscape Committee

Signature _____ Title _____

Conservatory Landscape Committee July 14, 2021

Printed Name _____ Date _____

BrightView Landscape Services, Inc. "BrightView"

Associate Account Manager

Signature _____ Title _____

Brian Charles Marcinowski July 14, 2021

Printed Name _____ Date _____

Job #: 400300305 **Proposed Price:** \$52,527.83
SO #: 7566509



Proposal

Singing Hills Landscape, Inc.

Client Name: Conservatory Metro District
Project Name: Killarney and Hampden Ave, Kirk and Conservatory Pkwy, and Jericho and Hamilton St
Jobsite Address: CO **Billing Address:** CO
Estimate ID: EST2656537
Date: Jul 14, 2021

Thank you for the opportunity to provide this proposal! The proposal includes materials, labor, taxes and fees to provide and install the items listed below. Please feel free to call us with questions or revisions.

	\$7,049.06
Includes removal of existing ash trees, edging, mulch, plants and misc. landscape debris as specified. Also includes relocation of ornamental grasses.	
Soil Amendment	\$1,499.46
Includes incorporation of soil amendment in planting areas at rate of 1 CY/1000 sf (4700 SF).	
Edging	\$398.35
Includes installation of 14 GA roll-top steel edging separating planting and native grass areas (70 LF budgeted).	
Irrigation	\$5,681.61
Includes revision of existing irrigation to drip irrigate new plant material. Existing valve, mainline and controller to be used. Also includes revision of existing irrigation to efficiently irrigate new turf layout at Killarney St entrance.	
Plants	\$28,920.86
Includes installation of new plants per plant list.	
Rock Mulch	\$13,361.58
Includes installation of rock mulch and weed barrier fabric to match existing (4700 SF).	
Sod	\$2,007.85
Includes installation of new sod and soil amendment at Killarney St entry (800SF budgeted).	
	Estimate Total
	\$58,918.77

Page 1 of 2

Full amount is due and payable upon substantial completion of the work. Any and all deviations from the above specifications involving extra or exchanged materials, or additional labor will be executed only upon written orders for the same. All agreements must be made in writing for the protection of both parties. Any surplus material belongs to Singing Hills Landscape, Inc. **Contract amount is due in full upon substantial completion.** The Contractor and the Client agree that substantial completion is defined as: the landscape is functional, (even if minor items remain to be completed), and the landscape is at least 95% complete. The Contractor will complete all punch list and warranty items in an expeditious manner.

Projects that take longer than three weeks will be billed by the end of each month for all work completed to date. Payments to be made by check, payable to **Singing Hills Landscape**. Credit card payments may be accepted on projects \$5,000 or less. A finance charge of 1.5% per month (18% APR) will be charged on all past due accounts.

Buyer's right to cancel: If this agreement was solicited at your residence and you do not want the goods and/ or services, you may cancel this agreement by mailing notice to the seller. The notice must state that you do not want the goods and/ or services and must be mailed before midnight on the third business day after you sign this agreement. The notice must be mailed to Singing Hills Landscape, Inc. 16797 E 2nd Ave. C-102 Aurora, CO 80011

This contract represents the entire understanding of the parties hereto. There are no written or oral understandings or representations in addition to or modifying this contract. No other written or verbal agreements are recognized excepting signed Change Orders agreed to by both Contractor and Client. Purchaser acknowledges receipt of an exact copy of this contract. This proposal is valid for 30 days and pricing may be revised thereafter.

Adobe Acrobat Reader has a "Fill and Sign" function that you may use to add a signature to the pdf, save a copy, and email the entire signed pricing proposal as acceptance for the project. If this option is not available to you, please be sure to return an entire copy of the signed proposal, not just the signature page.

Marketing Release

It is my pleasure to give permission to Singing Hills Landscape, Inc. to feature the aforementioned property in marketing materials, including but not limited to: photos, brochures, and the Excellence in Landscape (or other) award program(s).

I am willing to provide a testimonial and/or be used as a reference. (Check box if willing.)

Estimate authorized by: _____

Company Representative

Estimate approved by: _____

Customer Representative

Signature Date: _____

Signature Date: _____



AGREEMENT Environmental Designs, Inc.

12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113 Office
303-287-0340 Fax
EDI Contact: Emma Smith

For Internal Use Only

Name/Crew

Date:

STP: _____

Done By: _____

Posted: _____

Invoiced: _____

Proposal #: 95143

THIS AGREEMENT made on **July 12, 2021** (the "Effective Date") by and between, **ENVIRONMENTAL DESIGNS, INC.**, herinafter called the "Contractor" and, **Sarah Warner**, hereinafter called the "Owner" and referred to as

The Conservatory at the Plains The Contractor and the Owner may each be termed a Party and collectively the Parties.

Project Address: **The Conservatory at the Plains**
Aurora, CO 80013

(the "Property")

E-mail: sarah@publicalliancellc.com
Telephone:
Fax:

The Parties, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE I

Scope of Work

Prices include all applicable taxes, delivery fees, incurred labor, and warranty.

The entire project as outlined below shall be referred to as the "Work".

Job Prep

Assumes use of on-street parking in the neighborhood for staging of materials and equipment.

Description	Quantity	Unit	Unit Price	Price
Removal - Tree	4.00	EA	187.98	751.91
Removal - 4' Shrub	70.00	EA	29.75	2,082.56
Removal - Juniper	10.00	EA	196.05	1,960.46
Prep - Aggregate Rock Demo (3" Thick)	3,700.00	SF	1.86	6,872.91
Trucking By Prime- Tandem	16.00	HR	164.29	2,628.57
Prep - Mulch Demo (up to 4")	1,500.00	SF	0.43	642.61
Prep - Sod Demo	350.00	SF	0.64	223.64
Prep - Construction Debris Disposal - Dump Trailer (NO WASTE)	2.00	EA	245.93	491.85
Tractor by Hour	8.00	HR	102.80	822.40
Mobilization (2-4 WKS)	1.00	EA	1,543.51	1,543.51
Group Total				\$18,020.42

Transplants

Description	Quantity	Unit	Unit Price	Price
Transplant - Spirea and Grasses	40.00	EA	63.20	2,528.07
Group Total				\$2,528.07

Plant Material

Description	Quantity	Unit	Unit Price	Price
Oak- Bur 2.00" B&B	4.00	EA	925.63	3,702.50
Hawthorn- Toba 2.00" B&B	10.00	EA	904.13	9,041.25
Sumac- Autumn Amber #5	32.00	EA	78.54	2,513.28
Grass- Muhly Regal Mist #1	96.00	EA	46.30	4,444.34
Grass- Blue Grama 'Blond Ambition' #1	86.00	EA	46.30	3,981.39
Perennial - Penstemmon Mexicale Pikes Peak #1	158.00	EA	36.73	5,802.98
Perennial - Hyssop Sunset #1	10.00	EA	36.73	367.28
Perennial - Hyssop Sonoran Sunset #1	87.00	EA	36.73	3,195.31
Perennial - Dianthus Firewitch #1	70.00	EA	36.73	2,570.94
Delivery- Plant Material	2.00	EA	188.40	376.80
Group Total				\$35,996.07

Groundcover

Rock subject to availability. Includes rock for all areas accept end caps at Killarney Ct. and Boutonierres. Includes edging between rock and mulch, and where beds meet turf.

Description	Quantity	Unit	Unit Price	Price
Mulch - Cascade Cedar (3" Thick)	2,200.00	SF	1.87	4,118.61
Stone - Colorado Tri-Color 1.5"	3,700.00	SF	2.37	8,752.58
Delivery- General	7.00	EA	227.09	1,589.60
Soil Prep - Sod/Seed	400.00	SF	0.69	275.22
Sod - Kentucky Blue w/o Soil Prep	400.00	SF	1.25	499.40
Edging - Roll Top Steel Edging	100.00	LF	6.91	691.21
Group Total				\$15,926.62

Irrigation

Assumes irrigation system is in good working condition and able to accommodate proposed changes. Includes capping heads at the entrance and running new 3/4" drip line to the plants.

Description	Quantity	Unit	Unit Price	Price
Irrigation- Misc Fittings for Retrofit	1.00	EA	664.66	664.66
Drip Tubing (3/4") NO TRENCHING	600.00	LF	1.90	1,140.85
Group Total				\$1,805.51

Provided that Owner is not then in default of this Agreement, including but not limited to the payment of the Deposit, the Owner shall have up to three (3) days after execution of this Agreement, in which to terminate this Agreement (the "Agreement Cancellation"), by written notice to Contractor of the Agreement Cancellation (the Notice of Right to Cancel"). Upon the proper delivery of the Notice of Right to cancel, a "Cancellation Agreement" must be drafted by Contractor outlining the terms of said cancellation.

ARTICLE II

Time of Completion

Owner acknowledges that Contractor cannot guarantee the date upon which the work will commence (the "Commencement Date") and that any date that is given is approximate and only a target date. Among other things, the Commencement Date subject to and conditioned performance by Owner, including, but not limited to timely payment of the Deposit.

The Work shall be substantially completed within approximately **21** business day(s) of the Commencement Date, plus any time necessary for subcontractors to complete their scope of project, subject to delay due to inclement weather or any other conditions outside of Contractor's control (each a "Force Majeure Event" and collectively "Force Majeure Events"). Delays due to Force Majeure Events may cause additional price increases to be incurred.

ARTICLE III

Contract Price

The Owner shall pay the Contractor **\$74,276.69** for the Work (the "Contract Price").

This Price is valid for 10 days from the date of this Contract.

ARTICLE IV

Terms of Payment

A. Unless otherwise outlined in "Article VII - Additional Provisions", the Payments on the Contract Price (which does not reflect any Change Orders, as that term is defined below) shall be made as follows:

The Deposit: **\$7,427.67** A Ten percent (10%) Non-refundable Payment (\$500.00 Minimum) is due upon execution of this Agreement. This Deposit is estimated to cover the expenses Contractor incurs by way of commissions paid, time in locating job specific materials, putting together construction documents and folders, scheduling, and other pre-construction services required prior to starting the Work.

The Progress Payments: The Progress Payments shall be on the 15th and the last day of each month, and shall be calculated based on the work performed up to the Progress Payment due date.

Final Payment: The Final Payment is due immediately upon substantial completion of the Work.

B. The Deposit, the Commencement Payment, the Progress Payments (if any, and shall be outlined in "Article VII - Additional Provisions"), and the Final Payment shall each be termed a "Payment," and collectively the "Payments." The collective amount of all Payments shall be termed the "Contract Price." If the Deposit and/or the Commencement Payments are not made, the Work will not be commenced. If Contractor is unable to collect any Payment, Contractor may cease work without any breach of this Agreement. No Payment shall contain a lien waiver, except to the extent that said waiver is for partial release up to the date and value of the invoice relating to the subject Payment. Any and all materials delivered to the site will be billed, separately, to the Owner.

C. Payments (including but not limited to the Deposit) are non-refundable. The Deposit, which is in addition to and not part of the Commencement Payment or Progress Payments (if any, and as outlined in "Article VII - Additional Provisions"), shall be applied proportionately to each progress invoice.

D. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Owner's written request, shall issue waivers of lien for all Work performed.

E. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

ARTICLE V

General Provisions

A. Owner shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property.] Rough Grade establishment is the responsibility of the Owner. Contractor shall not be responsible for any cracking, buckling, or breaking of any concrete surfaces or existing plant material on the Property during the Work. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc.

B. Plan submittal and/or approvals of the Work and any changes thereto by the Home Owner's Association ("HOA") are the responsibility of the Owner. Owner agrees that EDI may use any photos taken of the project for any advertising or promotions.

C. This agreement shall supersede any and all prior agreements between the Parties, whether oral or written. Any changes to this Agreement must be made in writing and evidenced by a change order (each a "Change Order" and collectively "Change Orders") executed by both Owner and Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall pay no less than fifty percent (50%) of the charge therefor as a Progress Payment. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from original pricing of the original Work.

D. Unless otherwise outlined in "ARTICLE I - Scope of Work" pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed, as necessary, with the generation of a Change Order.

E. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to Owner at \$100.00 per hour with a two hour minimum: unless said Subcontractor is hired directly by Contractor to perform Work.

ARTICLE VI

Warranties

A. All plant material, #5 or greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on plant material shall be void unless Owner contracts with Contractor, on a separate agreement or within this agreement, to perform winter watering as needed during the winter months while the irrigation systems are winterized. The same condition shall apply to sod that is installed between September and April. Deciduous trees in excess of three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, seed installation, light bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover materials are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die as a result of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and/or freezing are not warranted.

B. Any and all warranties are void if all Payments are not made as required by this Agreement.

ARTICLE VII

Additional Provisions

Any Attachments and/or Addenda hereto including, but not limited to Change Orders, shall become part of this Agreement. Other than as outlined above no further Attachments and or Addendums shall be made part of this agreement.

ARTICLE VIII

Acceptance of Proposal

By evidence of signatures below all Parties agree to all of the terms and conditions as outlined herein. By signing this Agreement, Owner represents and warrants that Owner holds title to the Property, or is duly and properly authorized by the title holder to have Work performed on the Property. Additionally, Owner acknowledges that they have received a proposal for Winter Watering all plant material installed as part of this agreement, and that by declining Winter Watering through the Contractor during the warranty period, any and all warranties on plant material shall be considered waived, voided, and null.

ENVIRONMENTAL DESIGNS, INC.
12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113

Contractor Signature

Date

Printed Name

Conservatory at the Plains

The Conservatory at the Plains
Aurora, CO 80013

Owner Signature

Date

Printed Name

Owner Signature

Date

Printed Name

ARTICLE IX

Notice of Right to Cancel

Owner may CANCEL this transaction IN WRITING, without any penalty or obligation, within THREE BUSINESS DAYS from the Effective Date. Any items given to the Owner by Contractor must be returned to the Contractor, and except for the Deposit which in all events shall be non-refundable, the Contractor agrees to return any monies actually paid by the Owner to Contractor

To cancel this Agreement, the Owner must deliver a signed and dated copy of this Cancellation Notice to:
Environmental Designs, Inc.
12511 E. 112th. Avenue

Henderson, CO 80640

Owner may cancel this contract on or before 5:00 PM _____

Owner: _____ Date: _____

WILLIAM P. ANKELE, JR.
JENNIFER GRUBER TANAKA
CLINT C. WALDRON
KRISTIN BOWERS TOMPKINS
ROBERT G. ROGERS
BLAIR M. DICKHONER
GEORGE M. ROWLEY

OF COUNSEL:
KRISTEN D. BEAR
K. SEAN ALLEN
TRISHA K. HARRIS



ZACHARY P. WHITE
HEATHER L. HARTUNG
MEGAN J. MURPHY
EVE M.G. VELASCO
LAURA S. HEINRICH
AUDREY G. JOHNSON
CAREY S. SMITH V
ERIN K. STUTZ

MEMORANDUM

FROM: WHITE BEAR ANKELE TANAKA & WALDRON
DATE: June 14, 2021
RE: Overview of 2021 Legislation and Recent Case Law Affecting Special Districts, Municipalities, and Community Associations

This year's Legislative Session officially wrapped up on June 8, 2021. As in past years we are providing a summary of the pertinent legislation impacting special districts, municipalities, and community associations. This year, we have also included a section on case law updates. If you would like more detailed information on any of the information contained herein, please let us know.

Those bills which have already been signed into law by the Governor are indicated below. Those bills which have not yet been signed by the Governor but which are included below have passed both chambers and will go to the Governor for his signature who has 30 days to sign the bill into law. The Governor can sign the bill (making it law); not sign the bill and allow it to become law without his approval; or veto the bill. The last day for the Governor to act on bills from the 2021 session is July 8, 2021. Any bills not signed or vetoed by that date will become law at 12:01 a.m. on July 9, 2021.

SPECIAL DISTRICTS AND/OR MUNICIPALITIES LEGISLATION

SB21-020 – Energy Equipment and Facility Property Tax Valuation (Signed by the Governor).

This bill is to ensure that clean energy resources and energy storage systems used to store electricity are assessed for valuation for property tax purposes in a manner similar to renewable energy facility property used to generate or deliver electricity.

The law takes effect September 6, 2021, if no referendum petition against it is filed.

SB21-064 – Retaliation Against an Elected Official (Signed by the Governor)

Under current law, there is a crime of retaliation against a judge if an individual makes a threat or commits an act of harassment or harm or injury as retaliation against a judge. This bill adds elected officials (which would include special district board members) and their families as persons against whom retaliation is a crime. Retaliation against an elected official is a class 1 misdemeanor unless committed by means of a credible threat, then it is a class 6 felony.

The law takes effect July 1, 2021, and applies to offenses committed on or after that date.

SB21-088 – Child Sexual Abuse Accountability Act

This bill creates a cause of action for minor victims of sexual assault against the actor who committed the sexual misconduct. A cause of action may also be brought against an organization that operates or manages a youth-related activity program. An organization will be liable if the sexual misconduct took place when the minor was participating in the youth-related activity program, and the organization knew or should have known that the actor who is an employee of the organization posed a risk and the organization failed to take action to address the risk. The cause of action created applies to public employees and public entities. It further applies retroactively and is available to a victim of sexual misconduct that occurred before, on, or after January 1, 2022.

If signed, the effective date is January 1, 2022.

SB21-252—Community Revitalization Grant Program

This bill establishes the community revitalization grant program to provide money awards to finance various projects across the state that are intended to create or revitalize mixed-use commercial centers to support creative projects in these commercial centers. The grant program is intended to support creative projects in these commercial centers for projects such as flexible live-work spaces for entrepreneurs, artists and people employed in creative industries; performance spaces; mixed-use retail and workforce housing partnerships; meeting spaces for community events; the renovation or refurbishment of vacant or blighted property for creative industries, economic development or historic preservation purposes; and child care centers. The Division of Creative Industries will administer the grant program in consultation with the Division of Local Government (DLG) in the Department of Local Affairs.

The bill also creates the community revitalization fund in the state treasury. On the effective date of the bill, the state treasurer is required to transfer \$65 million from the general fund to the community revitalization fund. All money transferred is to be used for either grant awards or the costs of administering the grant program.

The effective date will either be the date of the Governor's signature or July 9, 2021.

SB21-262—Special District Transparency

This bill addresses transparency for special districts by making the following amendments to various statutory provisions:

- Call for Nominations: Except for metropolitan districts organized after January 1, 2000, the bill requires local governments to provide notice of a call for nominations by publication and by one of the four (4) additional methods: mailing the notice to the address of the registered electors; including the notice as part of a newsletter, annual report, billing, or other informational mailing sent by the local government; posting on the official website of the local government; or for a local government with a population that meets a specific criteria, posting in at least three (3) public places and at the office of the county's clerk and recorder.
- In the case of any metropolitan district that was organized after January 1, 2000, the bill requires the notice of the call for nominations to be made by emailing the notice to each active registered elector of the metropolitan district as specified in the registration list provided by the county clerk and recorder as of the date that is 150 days prior to the date of the regular local government election. Where the active registered elector does not have an e-mail address on file for such purpose with the county clerk and recorder as of that date, the public notice must be made by mailing the notice, at the lowest cost option, to each address at which one or more active registered electors of the metropolitan district resides as specified in the registration list provided by the county clerk and recorder as of that date.
- In addition to the means of providing public notice of the call for nominations that is required under the bill, the bill also requires the designated election official to additionally provide public notice by any one of 4 alternate means as specified in the bill.
- Mandated Website: Requires, within 1 year of organization, a new metropolitan district to establish, maintain, and annually update an official website in a form that is readily accessible to the public that contains information including the names, terms and contact information for current directors; the current budget; the prior years' audited financial statements; the annual report; information regarding meetings; certified election results, posted no more than thirty (30) days after an election; current boundaries; and call for nominations. For any metropolitan district organized after January 1, 2000, but before January 1, 2022, the deadline to establish the website is January 1, 2023. Inactive special districts are exempt from the new requirements concerning maintenance of a district's website and a district's annual report, but shall comply with this section within ninety (90) days of the adoption of a resolution returning to active status
- Mandated Annual Report: Requires special districts to final a report by October 1 of each year containing the following information for the report year: boundary changes; intergovernmental agreements; information regarding rules and regulations; summary of litigation involving public improvements; status of construction of public improvements; the final assessed valuation as of December 31 of the reporting year; list of facilities conveyed to the County or Municipality; copy of audited financial statements; notice of uncured defaults; and information regarding any inability of the special district to pay its obligations.
- Limitation on Power of Dominant Eminent Domain: No metropolitan district may exercise its power of dominant eminent domain outside of the boundaries of the approving local

jurisdiction's boundaries without a written resolution from the jurisdiction where the property is located.

- Property Disclosure: Owners selling newly constructed residences within a metropolitan district must, concurrently with or prior to the execution of a contract, provide a written disclosure to the potential purchaser relating to information on the metropolitan district, including the service plan and associated mill levies authorized by the plan as well as the estimated future property taxes.

The law takes effect September 6, 2021, if no referendum petition against it is filed.

SB21-281—State Severance Tax Trust Fund Allocation

This bill requires metropolitan districts created after July 1, 2021, to annually pay the state an amount equal to the total of all severance tax ad valorem credits claimed for property taxes that are imposed by the metropolitan district. The bill further requires the office of state planning and budgeting and the departments of revenue, natural resources, education, and local affairs to review the state severance tax and to establish a stakeholder group to assist in preparation of recommendations for any changes to the severance tax. **SB21-293—Property Tax Classification and Assessment Rates**

This bill concerns property taxation and establishes subclasses of residential and nonresidential property.

Section 1 of the bill repeals a moratorium on changing a ratio for valuation for assessment (assessment rate), which is the percentage applied to a property's actual value to determine the taxable amount upon which a mill levy is imposed.

Section 2 of the bill addresses agricultural property, lodging property, and renewable energy production property. The bill creates new subclasses of nonresidential property for these categories. The assessment rate for agricultural property and renewable energy production property is temporarily reduced from 29% to 26.4% for the next two (2) property tax years. As to lodging property, the law provides that if Initiative 27, the initiated measure to reduce the assessment rate for nonresidential property is approved by voters, then it would only apply to lodging property.

Section 3 of the bill classifies multi-family residential real property as a new subclass of residential real property. Again, it would restructure the law such that if Initiative 27, the initiated measure to reduce the residential assessment rate is approved by voters, then it would only apply to multi-family real property. If the initiative initiated measure fails or is not on the ballot, then, under Section 4, the assessment rate for multi-family residential real property is temporarily reduced from 7.15% to 6.8% for the next two (2) property tax years.

The assessment rate for all residential real property other than multi-family residential real property is temporarily reduced from 7.15% to 6.95% for the next two (2) property tax years.

Sections 5 through 8 expand the property tax deferral program to allow any person to defer the payment of the portion of real property taxes that exceed the tax-growth cap, which is an amount

equal to the average of the person's real property taxes paid for the preceding two (2) property tax years for the same homestead, increased by 4.6%. The minimum amount a taxpayer may defer at one time under this authorization is \$100, and the total taxes that a taxpayer may defer is \$10,000. The taxpayer is treated like a person called into military service for purposes of the equity the person must have in the homestead to qualify for deferral and surviving-spouse eligibility.

Under Section 9, the governor's office, in consultation with the treasurer, is required to commission a study on the property tax deferral program and make recommendations for possible changes to the general assembly by January 1, 2022. Section 10 requires assessors to include information about the assessment rates that apply to the various classes of property, which is prepared by the property tax administrator, along with the notices of valuation that are sent in 2022. Sections 11 through 13 make conforming amendments related to the new classifications or assessment rates.

The proposed bill addresses the potential effects of Initiative 27 (discussed below). If Initiative 27 is approved, then pursuant to this bill, it would only lower the property tax rate for lodging and multi-family buildings, instead of lowering taxes for all residential properties.

HB21-1025 – Nonsubstantive Emails and Open Meetings Law (Signed by the Governor)

This bill clarifies that e-mail communication between elected officials (such as e-mails between board members of a special district) that do not relate to the merits of pending legislation or other public business is not a meeting for open meeting law purposes. Likewise, e-mails regarding scheduling and availability, and e-mails from an elected official forwarding information, responding to an inquiry from someone who is not a member of the public body (i.e., not a member of the board of directors), or posing a question for later discussion, are not meetings relative to the open meetings law. The bill defines the term "merits or substance" to mean any discussion, debate, or exchange of ideas, either generally or specifically, related to the essence of any public policy proposition, specific proposal, or any other matter being considered by the governing entity.

The law takes effect September 6, 2021, if no referendum petition against it is filed. The law applies to all electronic mail communication sent on or after the effective date.

HB21-1051 – Public Information Applicants for Public Employment (Signed by the Governor)

A state or local public body searching for a chief executive officer must name one or more candidates as finalists, and must make the list of such finalists public at least fourteen days prior to making an offer of employment. The application materials of any employment candidate (not just those applying for an executive position) who is not a finalist are not open to inspection under CORA. The bill repeals a provision requiring that, if three (3) or fewer candidates for an executive position meet the minimum requirements for the position, all of those candidates must be treated as finalists and their application materials are public records. The bill requires the disclosure of demographic data concerning the race and gender of a candidate who was interviewed but not named as a finalist for a chief executive officer position, if that information was legally requested and voluntarily provided.

The law takes effect September 6, 2021, if no referendum petition against it is filed.

This law was in response to the holding in *Prairie Mountain Publishing Co. LLP d/b/a Daily Camera v. Regents of the University of Colorado*, a case published on March 4, 2021, discussed in the Case Law Updates section below.

HB21-1061 – Residential Land Property Tax Classification (Signed by the Governor).

This bill modifies the definition of “residential land” for purposes of tax classification as the same relates to contiguous parcels of land under common ownership. As modified, a parcel of land will be deemed to be residential land if (1) it has the identical owner as a contiguous parcel of land and (2) has an improvement thereon that is essential to the use of a residential improvement located on the contiguous parcel.

The law takes effect September 6, 2021, if no referendum petition against it is filed.

HB21-1110 – Colorado Laws for Person with Disabilities

This bill provides that public entities, which are defined to include special districts, cannot exclude or deny benefits to persons with a disability in relation to services, programs, or activities of the public entity. Specifically, the bill requires websites of public entities to comply with accessibility guidelines established by the office of information technology for individuals with disabilities. The accessibility standards will use the most recent web content accessibility guidelines promulgated and published by the world wide web consortium web accessibility initiative or the international accessibility guidelines working group. The bill directs each public entity, on or before July 1, 2022, to submit its written accessibility plan to the office of information technology. Any public entity that is not in full compliance by July 1, 2024, is in violation of the state's laws concerning discrimination against individuals with a disability.

The effective date will either be the date of the Governor's signature or July 9, 2021.

HB21-1168 – Historically Underutilized Businesses Local Government Procurement (Signed by the Governor).

This bill requires the Department of Local Affairs to establish a pilot program to help local governments identify perceptual and substantial barriers to entry for historically underutilized businesses in local government procurement no later than August 13, 2021. The bill defines a historically underutilized business as a business that is at least 51% owned and controlled, in both the management and day-to-day business decisions, by one or more individuals who are: members of a racial or ethnic minority group; non-Hispanic Caucasian women; persons with physical or mental disabilities; members of the lesbian, gay, bisexual, and transgender community; or Veterans. The Department of Local Affairs must include the summarized data from the pilot project with its committee of reference as a hearing held pursuant to the State Measurement for Accountable, Responsive, and Transparent (SMART) Government Act.

The effective date of the law is June 7, 2021.

HB21-1267—County Authority to Delegate Mill Levy Certification (Signed by the Governor)

This bill requires the board of county commissioners (“BOCC”) or other taxing authority to hold a formal hearing before the county assessor to certify levies against taxable property. The bill gives the BOCC the option to authorize the levies by written approval rather than by formal hearing and to delegate the certification process to staff or other authorized parties.

The law takes effect September 6, 2021, if no referendum petition against it is filed.

HB21-1278—Special District Meeting Requirements

This bill clarifies what qualifies as a meeting and a location for purposes of the special district board meetings. The bill also prohibits a challenge to special district board meetings which were held virtually before the effective date of the bill.

The bill provides that meetings may be held electronically by teleconferencing platform or other means and applies retroactively thus validating and ratifying virtual meetings conducted during the course of the pandemic.

The effective date will either be the date of the Governor’s signature or July 9, 2021.

COMMUNITY ASSOCIATIONS LEGISLATION

SB21-002 – Extending Limitations on Debt Collection Actions (Signed by the Governor)

Last year, the legislature passed a bill that placed limitations on the ability of creditors to take “extraordinary collection actions” (i.e., actions or proceedings in the nature of an attachment, garnishment, levy or execution) against debtors.

This law extended those limitations through June 1, 2021.

HB21-1229 – Home Owners’ Associations Governance Funding Record Keeping

This bill increases requirements for disclosure and transparency for homeowner associations. Among other things, this bill would require an HOA to maintain and keep available to unit owners, as part of its official records:

- A list of the HOA's current fees chargeable upon sale of a home in the community; and
- Other information currently required to be disclosed annually under existing law, including financial statements, reserve fund balances, insurance policies, and meeting minutes.

If access to the association records described above are not provided within 30 calendar days after a request was submitted by certified mail, the HOA is liable for a penalty of \$50 per day for not providing them.

The bill also addresses the requirement that HOAs allow installation of renewable energy generation devices (e.g., solar panels) subject to reasonable aesthetic guidelines by adding language that requires approval or denial of a completed application within 60 days and requiring

approval if imposition of the aesthetic guidelines would result in more than a 10% reduction in efficiency or a 10% increase in price.

The bill specifically includes non-vegetative turf grass (also known as artificial turf) among the types of drought-tolerant landscaping materials that the HOA may regulate but not prohibit in the backyard area of a unit.

If signed, the law will take effect September 6, 2021, provided no referendum petition against it is filed.

HB21-1310—Homeowners’ Association Regulation of Flags and Signs

This bill is intended to simplify the regulations and statutory criteria regarding the display of flags and political signs. The bill would require an HOA to permit the display of any noncommercial flag or sign at any time, subject only to reasonable, content-neutral limitations such as the number, size, or placement of the flags or signs.

If signed, the law will take effect September 6, 2021, provided no referendum petition against it is filed.

ELECTIONS LEGISLATION

SB21-160 – Modification to Local Government Election Code (Signed by the Governor).

This bill clarifies and cleans up several provisions in the current statutes related to special district elections, including:

- Specifying all instances in which a county assessor provides the list of property owners for an election
- Clarifying that, when computing time for any designated period of dates for a local government election, the first day of the period is excluded and the last day is included
- Specifying that a candidate’s self-nomination form must include the county where the special district is located
- Clarifying that the candidate’s and witness’ addresses and phone numbers and the candidate’s e-mail address on the self-nomination form need not be printed by the candidate and the witness
- Clarifying that ballots may be automatically sent to eligible electors who are qualified under purchase and sale contracts
- Setting forth a process for establishing director districts, which allows for members of a special district’s board of directors to be elected from each director district at large or by the electors within each director district.

The law takes effect September 6, 2021, if no referendum petition against it is filed.

SB21-188: Ballot Access for Voters with Disabilities (Signed by the Governor)

This bill allows a voter with a disability using an electronic voting device to either print a ballot or return the ballot by electronic transmission if printing the ballot is not feasible. Regardless of the method of return, the bill specifies that to be valid, a ballot must include a signed affidavit or a copy of an acceptable form of identification and must be received by the election official in the applicable jurisdiction before the close of polls on the day of the election. The bill also requires the secretary of state to establish an electronic transmission system through which a voter with a disability may request and return a ballot.

The law takes effect September 6, 2021, if no referendum petition against it is filed.

HB21-1011 – Multilingual Ballot Access for Voters

The bill requires the Secretary of State to establish a multilingual ballot hotline to provide access to translators or interpreters. Additionally, the Clerk and Recorder of a county must create a minority language sample ballot and provide in-person minority language ballots in minority languages spoken in the county meeting certain criteria.

The effective date will either be the date of the Governor's signature or July 9, 2021.

HB21-1071 – Ranked Choice Voting in Nonpartisan Elections

This bill allows a municipality to refer a municipal election using instant runoff voting (ranked choice voting) to be conducted as a coordinated election. The bill also addresses requirements that must be met for voting systems relative to the same.

If signed, the law would take effect July 1, 2022.

COVID-19 RELATED LEGISLATION

SB21-288—American Rescue Plan Act (Signed by the Governor)

The American Rescue Plan Act is federal legislation which includes \$360 billion in aid for states, territories, tribes, counties, and cities, all of which will have the authority to transfer relief funding to special districts. Funds can be used to, among other things, provide government services affected by a revenue reduction during the pandemic and to make necessary investments in water and sewer infrastructure.

SB21-291—Economic Recovery and Relief Cash Fund

This bill concerns the transfer of forty (40) million dollars to the Colorado economic development fund for the purpose of providing grants to businesses and for investing in economic development opportunities in response to the negative economic impacts of the COVID-19 pandemic.

The bill creates the economic recovery and relief cash fund (fund) which consists of money deposited in the fund from the "American Rescue Plan Act of 2021" cash fund. The bill allows the general assembly to appropriate or transfer money for specified uses. Of the \$40 million transferred

to the Colorado economic development fund, \$10 million will be used to incentivize small businesses to locate in rural Colorado as well as for the location neutral employment incentive program which provides cash incentives for remote employees hired by small businesses in designated rural areas of the state. The remaining appropriated money must be used to provide grants to small businesses or to undertake any other economic development activity in response to the negative economic impacts of the COVID-19 pandemic.

This act takes effect only if Senate Bill 21-288 becomes law, and, in which case, this act takes effect either 18 upon the effective date of this act or one day after the passage of Senate Bill 21-288, whichever is later.

HB21-1191 – Prohibit Discrimination COVID-19 Vaccine Status

This bill prohibits employers from taking adverse action against an employee or applicant for employment based on the person's COVID-19 immunization status. The bill also provides that the COVID-19 vaccine is not mandatory, and that government agencies and private businesses cannot discriminate against clients, patrons, or customers based on their COVID-19 vaccination status.

The effective date will either be the date of the Governor's signature or July 9, 2021.

OTHER LEGISLATION

SB21-054 – Transfers for Wildfire Mitigation and Response (Signed by the Governor)

This bill requires the State Treasurer to transfer certain amounts from the general fund to various cash funds to be used toward wildfire mitigation and response purposes.

The effective date is March 21, 2021.

SB21-113 – Firefighting Aircraft Wildfire Management and Response (Signed by the Governor)

This bill directs the State Treasurer to transfer funds to the Colorado firefighting air corps fund to the purchase and leasing of certain helicopters for wildfire mitigation purposes.

The effective date is March 21, 2021.

SB21-190—Protect Personal Data Privacy

This bill creates personal data privacy rights and applies to legal entities that conduct business or produce products or services that are intentionally targeted to Colorado residents and that either: control or process personal data of more than 100,000 consumers per year; or derive revenue from the sale of personal data. It does not apply to personal data governed by certain state and federal laws, activities or employment records. The bill gives consumers the right to opt out of the processing of their personal data; access, correct, or delete the data; or obtain a portable copy of

the data. The provisions of the bill may only be enforced by the attorney general or district attorneys.

If signed, the law would take effect July 1, 2023.

HB21-1008 – Forest Health Project Financing (Signed by the Governor)

This bill authorizes special districts, as well as other governmental entities, to participate in and finance forest health projects. It also allows legal governmental entities to create a separate legal entity via contract (special improvement district) to provide forest health projects, and to levy special assessments to provide such forest health project services.

The effective date is May 20, 2021.

HB21-1050 – Workers’ Compensation

This bill amends the Workers’ Compensation Act of Colorado by making changes that affect the timely payment of benefits, guardian ad litem and conservator services, benefit offsets related to the receipt of federal disability or retirement benefits, the reduction of benefits based on apportionment, the selection of independent medical examiners, limits on temporary disability and permanent partial disability payments, the withdrawal of admissions of liability, mileage expense reimbursement, the authority of prehearing administrative law judges, the reopening of permanent total disability awards, and petitions for review and appeals of orders.

If signed, the law will take effect September 6, 2021, provided no referendum petition against it is filed.

HB21-1108 – Gender Identity Expression Anti-Discrimination (Signed by the Governor)

This bill amends the definition of “sexual orientation” and adds definitions of the terms “gender expression” and “gender identity” to statutes prohibiting discrimination against members of a protected class, including statutes related to housing practices and places of public accommodation.

The law takes effect September 6, 2021, if no referendum petition against it is filed.

HB21-1117 – Local Government Authority Promote Affordable Housing Units (Signed by the Governor)

This bill clarifies that cities and counties have the ability, as part of the authority to plan and regulate the use of land, to regulate development and redevelopment to promote the construction of new affordable housing units. The bill also states that it should not be construed to authorize a local government to adopt or enforce any ordinance or regulation that would have the effect of controlling rent on any existing private residential housing unit in violation of the existing statutory prohibition on rent control.

If signed, the law will take effect September 6, 2021, provided no referendum petition against it is filed.

HB21-1224—Modification to Statutes Governing Foreclosure of Real Property (Signed by the Governor)

This bill requires that any overbid (i.e., excess amount above the value of the lien on the property) be paid to the person liable under the related evidence of debt constituting a mortgage loan or deed of trust.

The effective date is May 28, 2021.

HB21-1312—Insurance Premium Property Sales Severance Tax

This bill makes changes to several state and local government taxes. It would narrow the scope of the home office insurance premium tax rate reduction such that a company would have to have at least 2.5% of its total domestic workforce in the state in order for the company to be deemed to maintain a home office or regional home office. The bill would also narrow the tax exemption for annuities considerations to those that are purchased in connection with a qualified retirement plan, a Roth 401(k), or an individual retirement account. For the purpose of auditing a company's tax statement, the bill would authorize the commissioner of insurance to appoint an independent examiner to conduct an examination on behalf of the commissioner.

As to property tax, the bill would require the actual value of real property to reflect the value of the fee simple estate. And as to personal property, the actual value of personal property would be determined based on the property's value in use, which will be defined by the property tax administrator. For the next property tax cycle, the bill increases the exemption from property tax for business personal property from \$7,900 to \$50,000.

The bill would also codify the Department of Revenue's treatment of digital goods to mean "any item of tangible personal property that is delivered or stored by digital means, including but not limited to video, music, or electronic books." The bill further specifies that the state sales tax applies to amounts charged for mainframe computer access, photocopying, and packing and crating.

The bill eliminates the vendor fee (i.e., the compensation for the retailer's expenses incurred in collecting and remitting a sales tax) for any filing period that the retailer's total taxable sales were greater than \$1 million. In regard to the severance taxes on oil and gas, the bill limits the netback deductions to direct costs actually paid by the taxpayer.

Finally, on coal production, the bill would phase out the quarterly exemptions and tax credits.

If signed, the law will take effect July 1, 2021, except that section 11 will take effect on January 1, 2022.

HB21-HJR1002 – Water Projects Eligibility Lists (Signed by the Governor)

This resolution relates to the Drinking Water Revolving Fund (which provides financial assistance for certain drinking water supply projects) and the Water Pollution Control Revolving Fund (which provides financial assistance for certain water pollution control projects). Proposed projects must

be included on the applicable list in order to obtain funding. This resolution sets out proposed modifications and additions to the projects on each list.

The effective date is March 21, 2021.

PROPOSED BALLOT INITIATIVE

Initiative 2021-2022 #27-- Unofficially captioned "Property Tax Assessment Rate Reduction and Voter-Approved Revenue Change"

The text of Proposed Ballot Initiative 27 would reduce the residential property tax assessment rate from 7.15% to 6.5% and the non-residential property tax assessment rate from 29% to 26.4% with authorization to retain and spend 25 million per year for five (5) years credited to homestead exemptions.

CASE LAW UPDATES

Prairie Mountain Publishing Co. LLP, d/b/a Daily Camera v. Regents of the University of Colorado

This case involved a Colorado Open Records Act (CORA) request made by Prairie Mountain Publishing Company, LLP, d/b/s Daily Camera (the “Daily Camera”) to the University of Colorado (CU). CU was in the process of searching for and selecting someone to fill the position of CU’s president. CU received over one hundred applications for the position, and thereafter narrowed the potential candidates and conducted interviews. After the final round of interviews, which included six final candidates, CU publicly announced that there was only one finalist, who then went through a public vetting process and was ultimately appointed to the position by the CU Board of Regents.

CORA requires the disclosure of the “finalists” for executive positions of a state agency, institution or political subdivision or agency thereof, which finalists are a member of the final group of applicants or candidates made public pursuant to 24-6-204(3.5).

The Court held that a finalist is who the appointing entity says is the finalist, unless you have three or fewer applicants, then all.

HB21-1051 – Public Information Applicants for Public Employment addressed the issues analyzed in the *Prairie* case and revised the relevant statutory provisions so that under the new law a state or local public body searching for a chief executive officer must name one or more candidates as finalists, and must make the list of such finalists public at least fourteen days prior to making an offer of employment. Moreover, the law now provides that if three (3) or fewer candidates for an executive position meet the minimum requirements for the position, all of those candidates must be treated as finalists and their application materials are public records.