

TWO BRIDGES METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
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NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
David Lemnah	President	2018/May 2018
Ryan Lantz	Treasurer	2018/May 2018
Tommy Pucciano	Assistant Secretary	2020/May 2018
Heidi Moore	Assistant Secretary	2018/May 2018
<i>VACANT</i>		2020/May 2018
Ashley Frisbie	Secretary	

DATE: April 4, 2018
TIME: 9:00 A.M.
PLACE: Lokal Homes
8310 S. Valley Highway, Suite 115
Englewood, Colorado

I. ADMINISTRATIVE MATTERS

A. Present Conflict Disclosures.

B. Approve Agenda, confirm location of the meeting and posting of meeting notices.

C. Review and approve Minutes of the November 15, 2017 Special Meeting (enclosure).

D. Discuss Board Vacancy.

E. Update on status of May 8, 2018 Election.

II. PUBLIC COMMENTS

A. _____

III. FINANCIAL MATTERS

- A. Review and ratify the approval of the payment of claims as follows (enclosures):

	Period Ending Oct. 27, 2017	Period Ending Nov. 28, 2017	Period Ending Dec. 19, 2017
General Fund	\$ 10,402.59	\$ 9,028.00	\$ 13,062.66
Debt Service Fund	\$ -0-	\$ -0-	\$ -0-
Capital Projects Fund	\$ 177,473.96	\$ 420,459.05	\$ -0-
Total	\$ 187,876.55	\$ 429,487.05	\$ 13,062.66

	Period Ending Jan. 5, 2018	Period Ending Feb. 2, 2018	Period Ending March 5, 2018
General Fund	\$ -0-	\$ 6,035.63	\$ 11,676.22
Debt Service Fund	\$ -0-	\$ -0-	\$ -0-
Capital Projects Fund	\$ 819.93	\$ 4,885.85	\$ 30,207.14
Total	\$ 819.93	\$ 10,921.48	\$ 41,883.36

- B. Review and accept unaudited financial statements through the period ending December 31, 2017 (to be distributed).

IV. LEGAL MATTERS

- A. Ratify engagement of Spencer Fane LLP as District General Counsel (enclosure).
- B. Consider adoption of Resolution No. 2018-04-01; Amended and Restated Resolution Concerning the Imposition of an Operations and Maintenance Fee (enclosure).
- C. Update on status of Limited Tax (Convertible to Limited Tax) General Obligation Bonds, Series 2018A.

V. CONSTRUCTION MATTERS

- A. Report on status of construction.
- B. Ratify approval of Service Agreement with Metco Landscape, Inc. for 2018 Landscape Maintenance Services (enclosure).

VI. OTHER BUSINESS

- A. Authorize staff to create and maintain a District website (enclosure).
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1. Review final Welcome Packet (to be distributed).
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VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR
MAY 2, 2018.**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE TWO BRIDGES METROPOLITAN DISTRICT HELD NOVEMBER 15, 2017

A Special Meeting of the Board of Directors (referred to hereafter as the "Board") of the Two Bridges Metropolitan District (referred to hereafter as the "District") was convened on Wednesday, the 15th day of November, 2017, at 2:00 P.M., at the offices of Lokal Homes, 8310 South Valley Highway, Suite 115, Englewood, Colorado.

ATTENDANCE

Directors In Attendance Were:

David Lemnah
Ryan Lantz

Also In Attendance Were:

AJ Beckman, Ashley Frisbie, and Monika Gesikowska; Special District Management Services, Inc.

Thomas Pucciano and Heidi Moore, Director Candidates; Lokal Homes, LLC

Jarrett Coleman; General Counsel; Lokal Homes, LLC

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board noted it was in receipt of disclosures of potential conflicts of interest statements for each of the Directors and that the statements had been filed with the Secretary of State at least seventy-two hours in advance of the meeting. Ms. Frisbie requested that the Directors review the Agenda for the meeting and advised the Board of any new conflicts of interest which had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

ADMINISTRATIVE MATTERS

Agenda: Ms. Frisbie distributed for the Board's review and approval a proposed Agenda for the District's Special Meeting.

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

RECORD OF PROCEEDINGS

Minutes: The Board reviewed the Minutes of the October 4, 2017 Regular Meeting.

Following discussion, upon motion duly made by Director Lantz, seconded by Director Lemnah and, upon vote, unanimously carried, the Board approved the Minutes of the October 4, 2017 Regular Meeting.

Appointment of Directors: The Board considered the appointment of Thomas Pucciano and Heidi Moore to fill vacancies on the Board of Directors. It was noted that publication of a Notice of Vacancies on the Board was published in a newspaper having general circulation in the District on October 12, 2017, and no Letters of Interest from qualified eligible electors were received within ten days after such publication.

Following discussion, upon motion duly made by Director Lantz, seconded by Director Lemnah and, upon vote, unanimously carried, Thomas Pucciano and Heidi Moore were appointed to fill vacancies on the Board of Directors. Ms. Frisbie administered the Oaths of Office.

Appointment of Officers: The Board entered into discussion regarding the appointment of officers.

Following discussion, upon motion duly made by Director Lantz, seconded by Director Pucciano and, upon vote, unanimously carried, the following slate of officers was appointed:

President:	David Lemnah
Treasurer:	Ryan Lantz
Secretary:	Ashley Frisbie
Assistant Secretary:	Thomas Pucciano
Assistant Secretary:	Heidi Moore

Remaining Board Vacancy: The Board entered into discussion regarding the remaining Board vacancy. It was noted that there are no interested qualified eligible electors at this time.

Resolution Establishing Regular Meeting Dates, Times and Location, and Designating Locations for Posting of 72-Hour and 24-Hour Notices: The Board discussed Resolution No. 2017-11-01; Resolution Establishing Regular Meeting Dates, Times and Location, and Designating Locations for Posting of 72-Hour and 24-Hour Notices.

RECORD OF PROCEEDINGS

Ms. Frisbie reviewed the business to be conducted in 2018 to meet the statutory compliance requirements. The Board determined to meet on the 1st Wednesday of each month at 9:00 a.m., at the offices of Lokal Homes, 8310 S. Valley Highway, Suite 115, Englewood, Colorado.

Following discussion, upon motion duly made by Director Lantz, seconded by Director Moore and, upon vote, unanimously carried, the Board adopted Resolution No. 2017-11-01; Resolution Establishing 2018 Regular Meeting Dates, Times and Location, and Designating Locations for Posting of 72-Hour and 24-Hour Notices. A copy of the resolution is attached hereto and incorporated herein.

Insurance Renewal, Insurance Schedules and Renewal of Special District Association Membership: Ms. Frisbie discussed with the Board insurance renewal, insurance schedules, and renewal of the Special District Association membership. Following discussion, the Board directed Ms. Frisbie to take the necessary actions to renew the insurance and the Special District Association membership. The Board also authorized Ms. Frisbie to obtain adequate coverage for all District property.

§32-1-809, C.R.S. reporting requirements and mode of eligible elector notification: The Board discussed §32-1-809, C.R.S. Transparency Notice reporting requirements and mode of eligible elector notification for 2018.

Following discussion, the Board directed Ms. Frisbie to post the required transparency notice on the Special District Association (SDA) Website.

FINANCIAL MATTERS

Claims: The Board considered ratifying the approval of the payment of claims through the period ending as follows:

Fund	Period Ending Oct. 4, 2017
General Fund	\$ 1,979.49
Debt Service Fund	\$ -0-
Capital Projects Fund	\$ 136,161.85
Total	\$ 138,141.34

Following discussion, upon motion duly made by Director Lantz, seconded by Director Lemnah and, upon vote, unanimously carried, the Board ratified approval of the payment of claims, as presented and authorized Directors Pucciano and Moore to be added as signors on the District's checking account.

RECORD OF PROCEEDINGS

Unaudited Financial Statements: Mr. Beckman reviewed with the Board the unaudited financial statements of the District setting forth the cash deposits, investments, budget analysis, and accounts payable vouchers for the period ending September 30, 2017.

Following review, upon motion duly made by Director Lantz, seconded by Director Lemnah and, upon vote, unanimously carried, the unaudited financial statements for the period ending September 30, 2017 were accepted.

Engagement of Dazzio & Associates, P.C. to Perform 2017 Audit: The Board discussed and considered the engagement of Dazzio & Associates, P.C. to perform the 2017 Audit.

Following discussion, upon motion duly made by Director Lantz, seconded by Director Lemnah and, upon vote, unanimously carried, the Board approved the engagement of Dazzio & Associates, P.C. to perform the 2017 Audit, for an amount not to exceed \$4,300.

2017 Budget Amendment Hearing: The President opened the public hearing to consider the Resolution to Amend the 2017 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2017 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received and the public hearing was closed.

It was noted that no amendment was needed.

2018 Budget: The President opened the public hearing to consider the proposed 2018 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2018 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received and the public hearing was closed.

Mr. Beckman reviewed the estimated 2017 expenditures and the proposed 2018 expenditures.

RECORD OF PROCEEDINGS

Following discussion, the Board considered the adoption of Resolution No. 2017-11-02; Resolution to Adopt the 2018 Budget and Appropriate Sums of Money and Resolution No. 2017-11-03; Resolution to Set Mill Levies, for the General Fund at 65.000 mills and the Debt Service Fund at 0.000 mills, for a total mill levy of 65.000 mills. Upon motion duly made by Director Lemnah, seconded by Director Lantz and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the County on or before December 10, 2017. The District Manager was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners not later than December 15, 2017, and to the Division of Local Government not later than January 30, 2018. The District Manager was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2018. Copies of the adopted Resolutions are attached to these minutes and incorporated herein by this reference.

DLG-70 Mill Levy Certification Form: The Board considered authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

Following discussion, upon motion duly made by Director Lemnah, seconded by Director Lantz and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

LEGAL MATTERS

Service Plan Amendment: Mr. Coleman reported that the Service Plan Amendment was approved at the November 7, 2017 hearing.

Rules, Regulations, and Design Guidelines: Ms. Frisbie presented the Board with the Rules, Regulations, and Design Guidelines. The Board confirmed that they would like a minimum of 15 trees required under the Front, Back, and Side Yard Landscaping section.

Following discussion, upon motion duly made by Director Lemnah, seconded by Director Lantz and, upon vote, unanimously carried, the Board approved the Rules, Regulations, and Design Guidelines.

Resolution No. 2017-11-04; Resolution Calling a Regular Election for Directors on May 8, 2018: The Board discussed Resolution No. 2017-11-04; Resolution Calling a Regular Election for Directors on May 8, 2018.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Lantz, seconded by Director Lemnah and, upon vote, unanimously carried, the Board adopted Resolution No. 2017-11-04; Resolution Calling a Regular Election for Directors on May 8, 2018, appointed Mr. Beckman as the Designated Election Official, and authorized him to perform all tasks required for the conduct of a mail ballot election. A copy of the Resolution is attached hereto and incorporated herein by this reference.

Resolution Concerning the Imposition of an Operations and Maintenance Fee:

The Board discussed Resolution No. 2017-11-05; Resolution Concerning the Imposition of an Operations and Maintenance Fee. It was noted that the \$200 per month fee will go into effect at Certificate of Occupancy.

Following discussion, upon motion duly made by Director Lantz, seconded by Director Lemnah and, upon vote, unanimously carried, the Board adopted Resolution No. 2017-11-05; Resolution Concerning the Imposition of an Operations and Maintenance Fee. A copy of the Resolution is attached hereto and incorporated herein by this reference.

CONSTRUCTION MATTERS

Status of Construction: Mr. Pucciano provided the Board with a status of the construction project. He reported to the Board that the final lighted monument on the entry to the bridge has been completed and that the sprinklers have been winterized. He also noted that all major infrastructure has been completed.

Change Order No. 1 to the Construction Agreement with Bemas Construction, Inc.: The Board reviewed Change Order No. 1 to the Construction Agreement with Bemas Construction, Inc.

Following discussion, upon motion duly made by Director Lantz, seconded by Director Lemnah and, upon vote, unanimously carried, the Board ratified approval of Change Order No. 1 to the Construction Agreement with Bemas Construction, Inc., for an amount of \$-0-.

Change Order No. 2 to the Construction Agreement with Bemas Construction, Inc.: The Board reviewed Change Order No. 2 to the Construction Agreement with Bemas Construction, Inc.

Following discussion, upon motion duly made by Director Lantz, seconded by Director Lemnah and, upon vote, unanimously carried, the Board ratified approval of Change Order No. 2 to the Construction Agreement with Bemas Construction, Inc., for an increase in the contract amount of \$33,654.53.

RECORD OF PROCEEDINGS

Change Order No. 3 to the Construction Agreement with Bemas Construction, Inc.: The Board reviewed Change Order No. 3 to the Construction Agreement with Bemas Construction, Inc.

Following discussion, upon motion duly made by Director Lantz, seconded by Director Lemnah and, upon vote, unanimously carried, the Board ratified approval of Change Order No. 3 to the Construction Agreement with Bemas Construction, Inc., for an increase in the contract amount of \$36,657.45.

Change Order No. 4 to the Construction Agreement with Bemas Construction, Inc.: The Board reviewed Change Order No. 4 to the Construction Agreement with Bemas Construction, Inc.

Following discussion, upon motion duly made by Director Lantz, seconded by Director Lemnah and, upon vote, unanimously carried, the Board ratified approval of Change Order No. 4 to the Construction Agreement with Bemas Construction, Inc., for an increase in the contract amount of \$4,865.00.

OTHER BUSINESS

Entry Way Landscape Maintenance: The Board entered into discussion regarding the entry way landscape maintenance. The Board discussed walking the improvements in the spring to consider acceptance.

Sprinkler System Winterization: Director Pucciano reported that the sprinkler system had been winterized.

District Website and Welcome Packet: Ms. Gesikowska discussed creating a website and welcome packet for the District. No action was taken by the Board.

December 6, 2017 Regular Meeting: Following discussion, the Board determined to cancel the December 6, 2017 regular meeting.

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

THESE MINUTES ARE APPROVED AS THE OFFICIAL NOVEMBER 15, 2017
MINUTES OF THE TWO BRIDGES METROPOLITAN DISTRICT BY THE
BOARD OF DIRECTORS SIGNING BELOW:

David Lemnah

Ryan Lantz

Thomas Pucciano

Heidi Moore

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1098						
10/27/2017	CMS Environmental Solutions LL	64994	Enironmental Consultant	3-702	345.00	345.00
Total 1098:						345.00
1099						
10/27/2017	Colorado Special Districts P& L	18W61229-2595	Prepaid Expenses	1-143	243.00	243.00
Total 1099:						243.00
1100						
10/27/2017	Hier Drilling Co.	15564	Landscaping	3-727	18,791.29	18,791.29
Total 1100:						18,791.29
1101						
10/27/2017	Intermountain Rural Electric Ass	95541647 9/17	Landscaping	3-727	72.43	72.43
Total 1101:						72.43
1102						
10/27/2017	McGeady Becher, P.C.	1193C 9/2017	Legal	1-675	2,175.96	2,175.96
10/27/2017	McGeady Becher, P.C.	1193C 9/2017	Legal	3-707	3,352.19	3,352.19
10/27/2017	McGeady Becher, P.C.	1193C 9/2017	Legal	1-675	14.75	14.75
Total 1102:						5,542.90
1103						
10/27/2017	Metco Landscape Inc.	501271	Landscaping	3-727	128,098.34	128,098.34
Total 1103:						128,098.34
1104						
10/27/2017	Navtek Directional Services, Inc	2211	Utility Crossings	3-718	7,950.00	7,950.00
Total 1104:						7,950.00
1105						
10/27/2017	Norris Design, Inc	01-19190	Planning	3-701	3,262.50	3,262.50
Total 1105:						3,262.50
1106						
10/27/2017	Pase Contracting Inc	18055	Erosion Control	3-712	160.05	160.05
10/27/2017	Pase Contracting Inc	18055	Erosion Control	3-712	678.00	678.00
10/27/2017	Pase Contracting Inc	18055	Erosion Control	3-712	10,421.00	10,421.00
10/27/2017	Pase Contracting Inc	18658	Erosion Control	3-712	291.00	291.00
10/27/2017	Pase Contracting Inc	18658	Erosion Control	3-712	454.60	454.60
10/27/2017	Pase Contracting Inc	18658	Erosion Control	3-712	419.30	419.30
Total 1106:						12,423.95
1107						
10/27/2017	Petrock & Fendel, P.C.	28105	Legal	3-707	150.00	150.00
Total 1107:						150.00

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1108						
10/27/2017	QDC Ranch Services, LLC	1236	Clean up	3-730	870.00	870.00
Total 1108:						870.00
1109						
10/27/2017	Special Dist Management Svcs	22881	Management	1-680	2,993.00	2,993.00
10/27/2017	Special Dist Management Svcs	22881	Accounting	1-612	1,674.00	1,674.00
10/27/2017	Special Dist Management Svcs	22881	Covenant Control	1-681	2,889.00	2,889.00
10/27/2017	Special Dist Management Svcs	22881	Office Supplies/Miscellan	1-685	412.88	412.88
Total 1109:						7,968.88
1110						
10/27/2017	United Rentals	146655586-004	Irrigation Mains	3-717	2,158.26	2,158.26
Total 1110:						2,158.26
Grand Totals:						187,876.55

Two Bridges Metropolitan District
November-17

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 10,402.59		\$ 177,473.96	\$ 187,876.55
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Total Disbursements	\$ 10,402.59	\$ -	\$ 177,473.96	\$ 187,876.55

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1111						
11/28/2017	Bemas Construction, Inc.	1639-B	Storm Sewer	3-715	4,865.00	4,865.00
Total 1111:						4,865.00
1112						
11/28/2017	CMS Environmental Solutions LL	66119	Enironmental Consultant	3-702	345.00	345.00
Total 1112:						345.00
1113						
11/28/2017	Colorado Community Media	00160329	Office Supplies/Miscellan	1-685	16.84	16.84
Total 1113:						16.84
1114						
11/28/2017	Hier Drilling Co.	15678	Landscaping	3-727	28,448.00	28,448.00
11/28/2017	Hier Drilling Co.	15679	Landscaping	3-727	26,520.00	26,520.00
11/28/2017	Hier Drilling Co.	15680	Landscaping	3-727	3,664.00	3,664.00
11/28/2017	Hier Drilling Co.	15681	Landscaping	3-727	3,594.00	3,594.00
Total 1114:						62,226.00
1115						
11/28/2017	Manhard Consulting LTD	28940	Civil Engineering	3-703	960.00	960.00
Total 1115:						960.00
1116						
11/28/2017	McGeady Becher, P.C.	1193C 10/17	Legal	1-675	3,324.00	3,324.00
11/28/2017	McGeady Becher, P.C.	1193C 10/17	Legal	3-707	191.05	191.05
11/28/2017	McGeady Becher, P.C.	1193C 10/17	Legal	1-675	95.08	95.08
Total 1116:						3,610.13
1117						
11/28/2017	Metco Landscape Inc.	502466	Landscaping	3-727	287,008.21	287,008.21
11/28/2017	Metco Landscape Inc.	503712	Landscaping	3-727	3,000.00	3,000.00
11/28/2017	Metco Landscape Inc.	505090	Landscaping	3-727	20,000.00	20,000.00
11/28/2017	Metco Landscape Inc.	506938	Landscaping	3-727	33,611.94	33,611.94
Total 1117:						343,620.15
1118						
11/28/2017	Pase Contracting Inc	18917	Erosion Control	3-712	6,210.60	6,210.60
11/28/2017	Pase Contracting Inc	19144	Erosion Control	3-712	2,041.25	2,041.25
Total 1118:						8,251.85
1119						
11/28/2017	Special Dist Management Svcs	23165	Management	1-680	3,246.75	3,246.75
11/28/2017	Special Dist Management Svcs	23165	Accounting	1-612	1,741.50	1,741.50
11/28/2017	Special Dist Management Svcs	23165	Covenant Control	1-681	465.50	465.50
11/28/2017	Special Dist Management Svcs	23165	Office Supplies/Miscellan	1-685	138.33	138.33
Total 1119:						5,592.08

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
Grand Totals:						<u>429,487.05</u>

Two Bridges Metropolitan District
November-17

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 9,028.00	\$ -	\$ 420,459.05	\$ 429,487.05
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Total Disbursements	\$ 9,028.00	\$ -	\$ 420,459.05	\$ 429,487.05

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1120						
12/19/2017	Special Dist Management Srvs	10090	Management	1-680	2,296.80	2,296.80
12/19/2017	Special Dist Management Srvs	10090	Insurance/SDA Dues	1-670	79.20	79.20
12/19/2017	Special Dist Management Srvs	10090	Election	1-635	26.40	26.40
12/19/2017	Special Dist Management Srvs	10090	Accounting	1-612	897.60	897.60
12/19/2017	Special Dist Management Srvs	10090	Covenant Control	1-681	598.50	598.50
12/19/2017	Special Dist Management Srvs	10090	Office Supplies/Miscellan	1-685	141.42	141.42
12/19/2017	Special Dist Management Srvs	25494	Management	1-680	4,247.75	4,247.75
12/19/2017	Special Dist Management Srvs	25494	Accounting	1-612	1,309.50	1,309.50
12/19/2017	Special Dist Management Srvs	25494	Insurance/SDA Dues	1-670	40.50	40.50
12/19/2017	Special Dist Management Srvs	25494	Covenant Control	1-681	2,926.00	2,926.00
12/19/2017	Special Dist Management Srvs	25494	Office Supplies/Miscellan	1-685	498.99	498.99
Total 1120:						<u>13,062.66</u>
Grand Totals:						<u><u>13,062.66</u></u>

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1121						
01/05/2018	Intermountain Rural Electric Ass	1647 12/17	Landscaping	3-727	60.48	60.48
Total 1121:						60.48
1122						
01/05/2018	Kamerzell Bros Well & Pump Srv	2854	Domestic Water	3-716	759.45	759.45
Total 1122:						759.45
Grand Totals:						819.93

Two Bridges Metropolitan District
January-18

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ -	-	\$ 819.93	\$ 819.93
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Total Disbursements	\$ -	\$ -	\$ 819.93	\$ 819.93

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1123						
02/02/2018	Colorado Special Districts P& L	31C61229-1855	Insurance/SDA Dues	1-670	2,298.68	2,298.68
Total 1123:						2,298.68
1124						
02/02/2018	Manhard Consulting LTD	29880	Civil Engineering	3-703	620.00	620.00
02/02/2018	Manhard Consulting LTD	30337	Civil Engineering	3-703	2,717.50	2,717.50
Total 1124:						3,337.50
1125						
02/02/2018	Pase Contracting Inc	18055 REVISED	Erosion Control	3-712	838.05	838.05
02/02/2018	Pase Contracting Inc	18658 REVISED	Erosion Control	3-712	710.30	710.30
Total 1125:						1,548.35
1126						
02/02/2018	Special Dist Management Srvs	26808	Management	1-680	2,322.00	2,322.00
02/02/2018	Special Dist Management Srvs	26808	Election	1-635	13.50	13.50
02/02/2018	Special Dist Management Srvs	26808	Accounting	1-612	1,323.00	1,323.00
02/02/2018	Special Dist Management Srvs	26808	Office Supplies/Miscellan	1-685	78.45	78.45
Total 1126:						3,736.95
Grand Totals:						10,921.48

Two Bridges Metropolitan District
February-18

	General	Debt	Capital	Totals
Disbursements	\$ 6,035.63	-	\$ 4,885.85	\$ 10,921.48
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Total Disbursements	\$ 6,035.63	\$ -	\$ 4,885.85	\$ 10,921.48

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1127						
03/05/2018	CMS Environmental Solutions LL	67336	Enironmental Consultant	3-702	345.00	345.00
03/05/2018	CMS Environmental Solutions LL	68482	Enironmental Consultant	3-702	345.00	345.00
Total 1127:						690.00
1128						
03/05/2018	Colorado Community Media	00162490	Office Supplies/Miscellan	1-685	17.28	17.28
03/05/2018	Colorado Community Media	00168779	Office Supplies/Miscellan	1-685	26.08	26.08
03/05/2018	Colorado Community Media	00169369	Office Supplies/Miscellan	1-685	26.08	26.08
Total 1128:						69.44
1129						
03/05/2018	Hier Drilling Co.	15765	Landscaping	3-727	13,097.97	13,097.97
03/05/2018	Hier Drilling Co.	15784	Landscaping	3-727	11,529.17	11,529.17
Total 1129:						24,627.14
1130						
03/05/2018	Intermountain Rural Electric Ass	1647 2/18	Utilities	1-712	86.63	86.63
Total 1130:						86.63
1131						
03/05/2018	McGeady Becher, P.C.	1193C 1/2018	Legal	1-675	490.23	490.23
03/05/2018	McGeady Becher, P.C.	1193C 11/17	Legal	1-675	3,244.43	3,244.43
03/05/2018	McGeady Becher, P.C.	1193C 12/17	Legal	1-675	367.03	367.03
Total 1131:						4,101.69
1132						
03/05/2018	Metco Landscape Inc.	SM148726	Landscaping	3-727	1,630.00	1,630.00
03/05/2018	Metco Landscape Inc.	SM149107	Landscaping	3-727	1,630.00	1,630.00
03/05/2018	Metco Landscape Inc.	SM149509	Landscaping	3-727	1,630.00	1,630.00
Total 1132:						4,890.00
1133						
03/05/2018	Special Dist Management Srvs	28112	Management	1-680	1,870.00	1,870.00
03/05/2018	Special Dist Management Srvs	28112	Accounting	1-612	1,150.80	1,150.80
03/05/2018	Special Dist Management Srvs	28112	Election	1-635	54.80	54.80
03/05/2018	Special Dist Management Srvs	28112	Office Supplies/Miscellan	1-685	97.85	97.85
03/05/2018	Special Dist Management Srvs	30098	Management	1-680	1,316.57	1,316.57
03/05/2018	Special Dist Management Srvs	30098	Accounting	1-612	1,233.00	1,233.00
03/05/2018	Special Dist Management Srvs	30098	Election	1-635	356.20	356.20
03/05/2018	Special Dist Management Srvs	30098	Covenant Control	1-681	228.00	228.00
03/05/2018	Special Dist Management Srvs	30098	Office Supplies/Miscellan	1-685	92.89	92.89
Total 1133:						6,400.11
1134						
03/05/2018	Special District Association	2018022524659662	Insurance/SDA Dues	1-670	543.35	543.35
Total 1134:						543.35
1135						
03/05/2018	T. Charles Wilson Insurance Se	5992	Accounts Receivable	1-142	475.00	475.00

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
Total 1135:						475.00
Grand Totals:						41,883.36

**Two Bridges Metropolitan District
March-18**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 11,676.22	-	\$ 30,207.14	\$ 41,883.36
<hr/>				
Total Disbursements	\$ 11,676.22	\$ -	\$ 30,207.14	\$ 41,883.36



SpencerFane

GEORGE M. ROWLEY
DIRECT DIAL: (303) 839-3734
growley@spencerfane.com

March 12, 2018

Two Bridges Metropolitan District
c/o Mr. M. Jarrett Coleman
8310 S. Valley Hwy, Suite 115
Englewood, CO 80112

RE: Engagement letter – Two Bridges Metropolitan District

Dear Board Members:

We are pleased that we have been asked to represent Two Bridges Metropolitan District. We understand that we are to provide you with legal advice and services as general counsel to the District.

Our services will be billed monthly at the hourly rate of \$380.00 for the undersigned. Associates and paralegals will also be used as appropriate and will bill at their applicable rates. We will keep you apprised of our activities by means of itemized monthly statements.

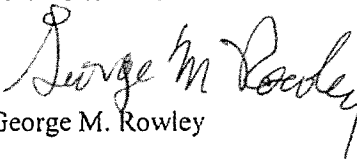
For your information, we have enclosed a copy of our Firm's Standard Terms of Engagement for Legal Services. These terms are an integral part of our agreement with you. Please contact us promptly if you have any questions about the Standard Terms or about this letter.

If the foregoing meets with your understanding of the professional relationship we have established, please sign the enclosed copy of this letter on your behalf and return it to me.

Thank you for giving us the opportunity to serve you.

Yours very truly,

SPENCER FANE LLP


George M. Rowley

GMR/cbw
Enclosure

DN 2969885.1

Two Bridges Metropolitan District
c/o Mr. M. Jarrett Coleman
March 12, 2018
Page 2




SpencerFane

APPROVED AND AGREED:

I represent that I am an authorized signatory of Two Bridges Metropolitan District.


By: M. Jarrett Coleman


Date 3/12/18, 2018

**AMENDED AND RESTATED
TWO BRIDGES METROPOLITAN DISTRICT
OPERATIONS AND MAINTENANCE FEE RESOLUTION**

WHEREAS, Two Bridges Metropolitan District (the “**District**”) was formed pursuant to §§ 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), by order of the District Court for Douglas County, Colorado, and after approval of the District’s eligible electors at an election; and

WHEREAS, pursuant to § 32-1-1001(l) (h), C.R.S., the Board of Directors of the District (the “**Board**”) shall have the management, control and supervision of all the business and affairs of the District; and

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners, taxpayers, and residents of the District, to provide certain services to property and inhabitants within the boundaries of the District, including without limitation, maintenance of trails, common areas, entry ways, rights-of-way landscape maintenance, snow removal and covenant enforcement (collectively, the “**Services**”); and

WHEREAS, pursuant to § 32-1-1001(l)(j)(I), C.R.S., the District is authorized to fix and impose fees, rates, tolls, penalties and charges for services or facilities furnished by the District which, until paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, the District incurs certain direct and indirect costs associated with the provision of the Services in order that the Services may be properly provided, the property within the District maintained, and that the health, safety and welfare of the District and its inhabitants may be safeguarded (collectively, the “**Service Costs**”); and

WHEREAS, the establishment and continuation of a fair and equitable fee, to provide a source of funding to pay for the Service Costs (the “**Operations Fee**”), which Service Costs are generally attributable to the persons and/or properties subject to such Operations Fees, is necessary to provide for the common good and for the prosperity and general welfare of the District and its inhabitants and for the orderly and uniform administration of the District’s affairs; and

WHEREAS, the District finds that the Operations Fee, as set forth in this Resolution, is reasonably related to the overall cost of providing the Services, and that imposition thereof is necessary and appropriate; and

WHEREAS, on November 15, 2017, the Board adopted the Two Bridges Metropolitan District Operations and Maintenance Fee Resolution (the “**Prior Fee Resolution**”), and the Board desires to adopt this Resolution to amend and restate the Prior Fee Resolution in its entirety. Any fees, rates, tolls, penalties or charges due under the Prior Fee Resolution, to the extent outstanding and unpaid, shall remain in effect until fully paid and shall not be eliminated hereby.

NOW, THEREFORE, be it resolved by the Board as follows:

1. DEFINITIONS. Except as otherwise expressly provided or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below:

“**District Boundaries**” means the legal boundaries of the District, as the same are established and amended from time to time pursuant to §§32 1-101, *et seq.*, C.R.S., as more particularly set forth in the map and legal description attached hereto as Exhibit A and incorporated herein by this reference.

“**End User**” means any third party homeowner or tenant of any homeowner occupying or intending to occupy a Residential Unit.

“**Residential Unit**” means each residential dwelling unit (including, without limitation, condominiums, townhomes, and any other attached dwelling unit and detached single family dwelling units) located within the District Boundaries that has been Transferred to an End User.

“**Transfer**” or “**Transferred**” shall include a sale, conveyance or transfer by deed, instrument, writing, lease or any other documents or otherwise by which real property is sold, granted, let, assigned, transferred, exchanged or otherwise vested in a tenant, tenants, purchaser or purchasers.

2. OPERATIONS FEE.

a. The Board has determined that it is in the best interests of the District and its respective residents and property owners to impose, and does hereby impose an Operations Fee to fund the Service Costs. The amount of the operations fee may be changed by formal action at a Board meeting at any time in the sole discretion of the Board, with or without a written amendment to this resolution. The Operations Fee shall consist of a recurring payment in the amount of Two Hundred Dollars (\$200) per month (the “**Recurring Payment**”), and a separate payment in the amount of Fifty Dollars (\$50), imposed on Transfers of a Residential Unit (the “**Administrative Payment**”), which together shall comprise the Operations Fee.

b. The Administrative Payment shall be imposed on all Transfers of a Residential Unit by an End User. The Administrative Payment shall not apply to any of the following, except to the extent the District determines that such exception is being undertaken for the purpose of improperly avoiding the Operations Fee:

i. Any Transfer wherein the United States, or any agency or instrumentality thereof, the State of Colorado, any county, city and county, municipality, district or other political subdivisions of the State, is either the grantor or the grantee.

ii. Any Transfer by document, decree or agreement partitioning, terminating or evidencing termination of a joint tenancy, tenancy in common or other co-ownership; however, if additional consideration or value is paid in

connection with such partition or termination the Administrative Payment shall apply and be based upon such additional consideration.

iii. Any Transfer of title or change of interest in real property by reason of death, pursuant to a will, the law of descent and distribution, or otherwise.

iv. Any Transfer made and delivered without consideration for the purpose of: confirming, correcting, modifying or supplementing a Transfer previously made; making minor boundary adjustments; removing clouds of title; or granting easements, rights-of-way or licenses.

v. Any decree or order of a court of record quieting, determining or resting title, except for a decree of foreclosure.

vi. Transfers to secure a debt or other obligation, or releases other than by foreclosure, which is security for a debt or other obligation.

vii. Transfers pursuant to a decree or separation of divorce.

c. The Board does hereby determine that the Operations Fee is reasonably related to the overall cost of providing the Services, and is imposed on those who are reasonably likely to benefit from the Services.

d. The revenues generated by the Operations Fee will be accounted for separately from other revenues of the District. The Operations Fee revenue will be used solely for the purpose of paying Service Costs, and may not be used by the District to pay for general administrative costs of the District. This restriction on the use of the Operations Fee revenue shall be absolute and without qualification.

e. The Board does hereby determine that the Operations Fee is calculated to defray the cost of funding Service Costs and reasonably distributes the burden of defraying the Service Costs in a manner based on the benefits received by persons paying the fees and benefitting from the Services.

3. PAYMENT. The Reoccurring Payment will be first imposed on the first day of the month following the initial Transfer to an End User. The Reoccurring Payment will be billed on the first day of each month, will be due on the 15th of each month, and will be late on the last day of the month. The Administrative Payment will be due at closing each time a Residential Unit is Transferred from one owner to another beginning on the first Transfer to an End User. The Administrative Payment will be considered late if not received within thirty (30) days after a closing. Payment for all fees, rates, tolls, penalties, charges, interest and attorney fees shall be made by check or other form acceptable to the District, made payable to "Two Bridges Metropolitan District" and sent to the District Manager at: Two Bridges Metropolitan District, c/o Special District Management Services, Inc., Attn: Ashley Frisbie, 141 Union Blvd, Suite 150, Lakewood, CO 80228. The District may change the payment address from time to time and such change shall not require an amendment to this Resolution.

4. LATE FEES AND INTEREST. Pursuant to § 29-1-1102(3), C.R.S., any Operations Fee not paid when due will be assessed a late fee in the amount of Fifteen Dollars

(\$15.00) or up to five percent (5%) per month, or fraction thereof, not to exceed a total of twenty-five percent (25%) of the amount due. Interest may also accrue at the rate of 18% per annum on any outstanding Operations Fees, exclusive of assessed late fees, penalties, interest and any other costs of collection, specially including, but not limited, to attorney fees, pursuant to § 29-1-1102(7), C.R.S. The District may institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting property owner shall pay all fees and costs, specifically including, but not limited to, attorneys' fees and costs and costs associated with the collection of delinquent fees, incurred by the District and/or its consultants in correction with the foregoing.

5. LIEN. The fees imposed hereunder, together with any and all late fees, interest, penalties and costs of collection, shall, until paid, constitute a statutory, perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic's liens, pursuant to § 32-1-1001(l)(j)(I), C.R.S. Said lien may be foreclosed at such time as the District, in its sole discretion, may determine. The lien shall be perpetual in nature (as defined by the laws of the State of Colorado) on the property and shall run with the land. This Resolution or a memorandum thereof may be recorded in the offices of the Clerk and Recorder of Douglas County, Colorado.

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

7. THE PROPERTY. This Resolution shall apply to all property within the District's boundaries, including, but not limited to, the property set forth in Exhibit A, attached hereto and incorporated herein by this reference, and any additional property included into the District after the date of this Resolution.

8. EFFECTIVE DATE. This Resolution shall become effective May 1, 2018.

ADOPTED this 4th day of April, 2018.

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

Officer

ATTEST:

Secretary

EXHIBIT A

District Boundaries

Parcels 1-60 and Tracts A, J, K, L, M, N, P and Q, High Prairie International Polo Club RSP,
County of Douglas, Colorado, containing an area of 472.02 acres, more or less

**SERVICE AGREEMENT FOR
(2018 LANDSCAPE MAINTENANCE SERVICES)**

THIS SERVICE AGREEMENT FOR 2018 Landscape Maintenance Services (“**Agreement**”) is effective as of the 1st day of December, 2017, by and between **TWO BRIDGES METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **METCO LANDSCAPE, INC.**, a Colorado corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan.

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

C. The Consultant has experience in providing the services, as set forth in **Exhibit A** hereto, attached and incorporated herein (the “**Services**”), and is willing to provide such Services to the District for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed 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 or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit B** attached hereto and made a part hereof by this reference.

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain

reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit A** attached hereto with a total contract amount not to exceed \$21,190.00, with installments of \$1,630.00 per month, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit C ("Change Order")**. A 25% surcharge will be added to all invoices for work requested by the District to be performed on a nationally recognized holiday.

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in **Exhibit A**, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on **December 31, 2018**. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any

termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least “A:XIII” by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant’s cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers’ Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers’ Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers’ Compensation Insurance. A Workers’ Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer’s Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers’ Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without

limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be

construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

V. MISCELLANEOUS

5.1 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.2 Modification; Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Consultant unless the same is in writing and duly executed by the Parties.

5.3 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.4 Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.5 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Douglas, Colorado.

5.6 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.7 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

5.8 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Two Bridges Metropolitan District
141 Union Blvd., Suite 150
Lakewood, Colorado 80228
Phone: (303) 987-0835
Attn: Ashley B. Frisbie

With a Copy To: McGeady Becher, P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: (303) 592-4380
Fax: (303) 592-4385
Attn: MaryAnn M. McGeady

To Consultant: Metco Landscape, Inc.
2200 Rifle Street
Aurora, Colorado 80011
Phone: (303) 421-3100
Fax: (303) 421-1120
Attn: John Bartley

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.9 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.10 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and

regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.12 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.13 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.15 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Consultant:
METCO LANDSCAPE, INC.

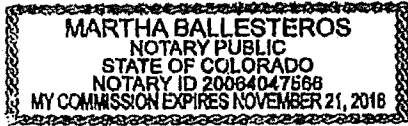
By: [Signature]
Its: PRESIDENT

STATE OF COLORADO)
COUNTY OF Adams) ss.
)

The foregoing instrument was acknowledged before me this 10th day of December, 2017, by Manis West, as President of Metco Landscape, Inc.

Witness my hand and official seal.

My commission expires: 11/21/2018



[Signature]
Notary Public

District:
TWO BRIDGES METROPOLITAN DISTRICT

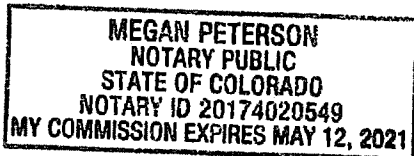
By: [Signature]
President

STATE OF COLORADO)
COUNTY OF ARAPAHOE COUNTY) ss.
)

The foregoing instrument was acknowledged before me this 20th day of DECEMBER, 2017, by PRESIDENT, as DAVE LEMNAIT of Two Bridges Metropolitan District.

Witness my hand and official seal.

My commission expires: MAY 12, 2021



[Signature]
Notary Public

EXHIBIT A
SCOPE OF SERVICES/COMPENSATION

See attached.



METCO LANDSCAPE, INC.

TWO BRIDGES
LANDSCAPE MAINTENANCE PROPOSAL

2018 SERVICES

SERVICE	12/1/17	12/31/18
	FREQUENCY	TERM
MOW, TRIM, BLOW - IRRIGATED TURF AREAS	26	APRIL - OCTOBER
EDGING - IRRIGATED TURF AREAS (BI-WEEKLY)	14	APRIL - OCTOBER
LITTER PICK UP - LANDSCAPED AREAS (SUMMER)	26	APRIL - OCTOBER
LITTER PICK UP - LANDSCAPED AREAS (WINTER)	28	DEC 17, JAN-MAR18, NOV-DEC18
MANUAL WEED CONTROL - LANDSCAPED BEDS	26	APRIL - OCTOBER
CHEMICAL WEED CONTROL - LANDSCAPED BEDS, SIDEWALKS AND CURB/GUTTER	7	APRIL - OCTOBER
TREE WELL MAINTENANCE (CHEMICAL APPLICATION)	2	APRIL - OCTOBER
SPRING CLEAN UP - LANDSCAPED AREAS (INCLUDES CUTTING BACK PERENNIAL GRASSES)	1	APRIL
IRRIGATION ACTIVATION	1	APRIL
IRRIGATION SYSTEM CHECKS	20	APRIL - OCTOBER
PRE-EMERGENT APPLICATION -MULCH AND ROCK BEDS, IRRIGATED TURF AREAS AS NEEDED	1	APRIL
BROADLEAF WEED SPRAY - IRRIGATED TURF AREAS	3	APRIL/MAY, JULY & SEPT
FERTILIZATION - IRRIGATED TURF AREAS	3	APRIL/MAY, JULY & SEPT
SHRUB/TREE PRUNING (UNDER 10') - AESTHETIC	2	JUNE & SEPTEMBER
CORE AERATION - IRRIGATED TURF AREAS	1	APRIL/MAY
FALL CLEAN UP - LANDSCAPED AREAS (INCLUDES CUTTING BACK PERENNIAL FLOWERS)	1	NOVEMBER
IRRIGATION WINTERIZATION	2	NOV 17, NOV 18
WINTER WATER	7	DEC 17, JAN-MAR18, NOV-DEC18
SITE INSPECTIONS	13	DEC 17, JAN - DEC18
TOTAL CONTRACT PRICE:		\$21,190.00
MONTHLY PAYMENT AMOUNT (DEC 17 - DEC 18):		\$1,630.00

ADDITIONAL SERVICES (NOT INCLUDED IN BASE CONTRACT PRICE)	FREQUENCY	COST
FALL AERATION	UPON APPROVAL	\$200.00
NATIVE AREA MAINTENANCE (MOWING, TRASH, WEED CONTROL)	UPON APPROVAL	T & M
ANNUAL FLOWER INSTALLATION AND MAINTENANCE	UPON APPROVAL	T & M
IRRIGATION SYSTEM REPAIR	UPON APPROVAL	T & M
INSECT AND DISEASE CONTROL	UPON APPROVAL	T & M
TREE WRAP/UNWRAP	UPON APPROVAL	T & M
WINTER WATERING EACH	UPON APPROVAL	T & M
LARGE DEBRIS REMOVAL	UPON APPROVAL	T & M

A. Mowing - Turf Areas

1. All sod areas to be mowed on a weekly basis at an approximate height of three (3) to four (4) inches during the active growing season (May through September). All sod areas to be mowed a minimum of one time when the turf is growing at a slower rate (April and October).
2. Grass clippings will be mulched and excessive clumps will be distributed or gathered and removed from the Premises. Catchers will be used as Contractor deems necessary. Grass clippings will be swept or blown from walks, porches, and curbs.
3. The Contractor reserves the right to postpone service until the next visit any area(s) deemed unsafe due to conditions such as:
 - Excessive water
 - Areas with large concentrations of pet droppings
 - Areas under construction
 - Areas in use at the time of mowing by residents, children, or special groups

B. Trimming

1. All turf areas will be trimmed by mechanical means as necessary so as to present a well-groomed appearance.

C. Edging

1. Concrete walks adjacent to turf areas are to be edged bi-weekly during the growing season with a steel-bladed edger.
2. Concrete curbs, and drain pans adjacent to turf areas are to be edged twice during the growing season with a steel-bladed edger.

D. General Clean-Up

1. All turf, shrub, rock, and garden areas shall be policed for the removal of debris and weeds over three (3) inches in height at the time of mowing.

E. Fertilization

1. All irrigated turf areas will be fertilized three (3) times during the growing season with a slow release, granular product.

F. Aeration

1. All irrigated turf areas will core aerated one (1) time in the Spring.
2. Additional core aeration in the fall is recommended and will be performed upon ~~Client approval~~approval of a Change Order for \$200.00. ~~Initial here for approval.~~

G. Spring Clean-up

1. The Contractor shall remove leaves and litter from all landscaped areas within the Premises one (1) time. Debris will be removed from Premises.
2. Concrete walks adjacent to turf areas will be edged with a steel-bladed edger.
3. Perennial grasses will be cut back to approximately 1' to promote new growth.

H. Fall Clean-up

1. The Contractor shall remove leaves and litter from all landscaped areas within the Premises one (1) time. The Client understands that this service will be performed after the majority of leaves have fallen and will be completed by November 30th, or as weather conditions permit. Debris will be removed from Premises.
2. In the event the Client requests additional fall clean-up services, the Contractor shall perform approved services at the hourly rates as outlined in Exhibit "A" attached hereto.

I. Chemical Weed Control

1. The Contractor shall provide for a complete chemical program for the control of weeds. The Client understands that "weed free" is not a reasonable expectation. Control of weeds and grasses is not guaranteed. The program shall provide preventative control where required, as well as curative chemical control. The Contractor shall be selective in the chemical controls used as to insure against an improper application that may cause further damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety of the user public, residents, and their properties. The Contractor shall be responsible for meeting all Colorado State and Environmental Protection Agency (EPA) licensing requirements. Commercial applicators are licensed by the Colorado Department of Agriculture
 - a. One (1) pre-emergent application to mulch bed and problem turf areas is included in this Agreement.
 - b. Three (3) post-emergent herbicide applications to irrigated turf areas are included in this Agreement
2. Non-selective herbicides including but not limited to "Round-Up" will be applied as necessary to sidewalk cracks, curb lines, and mulch beds. Paved area weed control will be coordinated and approved with the Client, and billed at the hourly rates as outlined in Exhibit "A" attached hereto.
3. Consistent with industry standards, a buffer area will be established by chemical application around all trees and wooden fence-lines in irrigated turf two (2) times during the growing season. The Client must notify the Contractor if a buffer area is to be established by other means.
4. Turf insect, pests, and disease control is not included in this agreement.

J. Tree And Shrub Care

1. Pruning shall be performed consistent with reasonable industry standards to provide a well-groomed appearance.
2. The Contractor shall perform esthetic pruning of all deciduous and evergreen shrubs within the Premises. Flowering shrubs will be pruned once in fall after blooming. Evergreen and non-flowering shrubs will be pruned two (2) times during the growing season. Pruning will be scheduled and performed pursuant to environmental conditions as the Contractor deems necessary in order to provide a well-groomed appearance. The Contractor will provide recommendations to the Client if environmental conditions warrant additional pruning cycles. Additional pruning cycles will be performed upon approval from the Client at the hourly rates as outlined in Exhibit "A" attached hereto.
3. Nuisance growth, including suckers, from shrubs and trees will be pruned as needed during the growing season to maintain reasonable access on walkways and parking areas.
4. Trees will be pruned as needed to maintain sidewalk and roadway clearance up to a height of 10'.
5. Debris resulting from pruning operations shall be collected and removed by Contractor at the time of pruning.

6. Structural, renewal, deadwood, or corrective pruning, is not included in this Agreement. These services are available at the hourly rates as outlined in Exhibit "A" attached hereto.
7. Chemical insect control by spraying, injection, or granular applications are not included in this Agreement. Fertilization by spraying, injection or granular applications are not included in this Agreement. These services are available at the hourly rates as outlined in Exhibit "A" attached hereto.
8. Dead trees and shrubs will be removed after notification from the Customer and will be billed at the hourly rates as outlined in Exhibit "A" attached hereto.

K. Irrigation Management and Operation

1. Contractor shall activate the irrigation system in the spring, in accordance with any governmental restrictions and regulations when the environmental conditions allow or when agreed upon by the Client and Contractor.
2. Contractor shall inspect the irrigation system to ensure proper operation. Pattern adjustments and controller programming will be performed as the Contractor deems necessary. Watering schedules shall be set in accordance with governmental restrictions and regulations, irrigation system capabilities, and reasonable industry standards.
3. Irrigation system repairs are not included as a part of this Agreement. This includes raising or lowering heads, clearing of plugged lines, and replacement of broken or missing heads due to circumstances other than those related to the services of the Contractor in this Agreement. Other services that are not included: backflow certification, design, irrigation system evaluation, valve location, electrical work, and anything that requires digging or excavation.
 - a. Irrigation system repairs shall be performed as needed at the hourly rates as outlined in Exhibit "A" attached hereto plus materials and additional equipment, if required. **Client agrees the Contractor shall immediately perform irrigation repairs that do not exceed \$300.00 per occurrence unless otherwise specified by Client.** Initial here for approval: The District agrees.

OR

— Client specified irrigation repair amount:

In the event that an irrigation system repair is estimated to exceed the agreed upon amount, the Contractor will contact the Client for approval.

- b. In the event of an After Hours irrigation emergency, call (303)421-3100. Emergency irrigation issues will be addressed within 4 hours of reported damage and billed at the emergency hourly rates as outlined in Exhibit "A" attached hereto.
- c. Non-Emergency irrigation will be repaired within three (3) business days of reported damage.

All repairs to the irrigation system will be billed to the Client and not to any third parties. The Client is responsible for collecting on third party claims.

4. Contractor shall winterize the irrigation system in the fall, in accordance with any governmental restrictions and regulations, prior to November 1st or when agreed upon by the Client and Contractor.
5. Wrapping the above ground backflow prevention devices prior to winterization is not included in the Agreement. The Contractor will wrap above ground backflow prevention devices upon Client approval at \$58.00 per device. Initial here for approval. The District agrees.
6. Testing backflow prevention devices is not included in the Agreement. The Contractor will test backflow prevention devices upon Client approval at \$79.00 per device. Initial here for approval. The District agrees.

- a. Municipal/City fees are not included as a part of this service and will be billed to the Client.
- b. Repairs are not included as a part of this service and shall be performed at the hourly rates as outlined in Exhibit "A" attached hereto.

L. Winter Season Services

1. Weekly policing of landscaped areas November through March is included as a part of this Agreement.
2. Monthly site inspections of the Premises December through March are included as a part of this Agreement.

M. Miscellaneous Services

1. Flower design, installation and maintenance are not included as a part of this Agreement. This service is available through a separate Color Management Agreement upon request of the Client.
2. Snow Management is not included as a part of this Agreement. This service is available to existing landscape management customers through a separate Snow Management Agreement upon request of the Client.
3. Any work not covered in this Agreement shall be done at the hourly rates as outlined in Exhibit "A" attached hereto. If requested by the Client, the Contractor will provide a proposal for services not included in this Agreement.

METCO LANDSCAPE, INC.



Exhibit "A" 2017-2018 Extra Work Rates

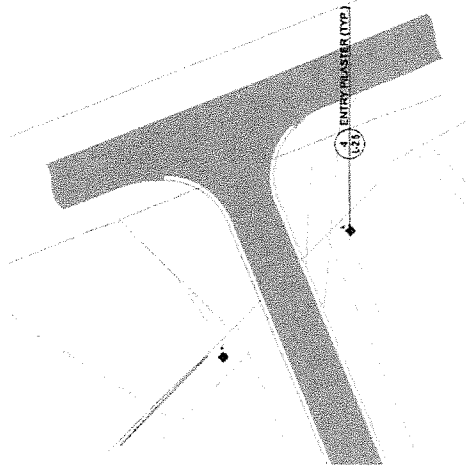
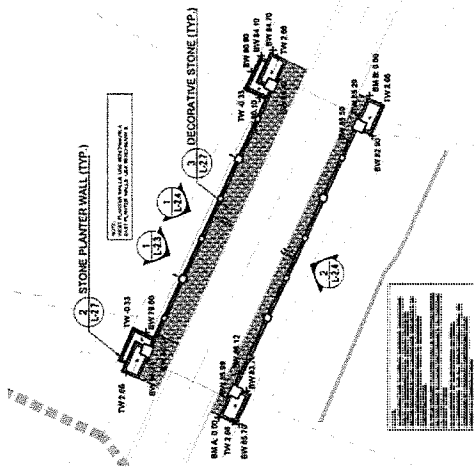
\$44.00	Per hour, foreman with truck
\$40.00	Per hour, laborer, general labor.
\$51.00	Per hour, laborer with equipment.
\$89.00	Per hour, native area mowing.
\$65.00	Per hour, irrigation technician.
\$79.00	Per backflow plus applicable fees– backflow testing.
\$51.00	Per hour, irrigation helper.
\$89.00	Per hour, hand watering.
\$84.00	Per hour, emergency call. (2 Hour Minimum)
\$89.00	Per hour, chemical application
\$79.00	Per hour, landscape consultation.

- One hour minimum charge per service provided. Billable time will be rounded to nearest ½ hour.
- Mobilization costs, portal to portal, will be included in the hourly services for each visit.
- Dump fees, material costs, and equipment fees will be added to invoices as applicable.
- A proposal for landscape projects is available upon request.
- Landscape consultation charges may be removed upon approved proposal.
- Emergency Calls should only be made to prevent damage to persons or property (including but not limited to continuously running water). An Emergency Call is defined as a call for service outside of normal business hours, Monday through Friday 8:00 am to 5:00 pm, and holidays.

LAYOUT, GRADING AND LIGHTING LEGEND

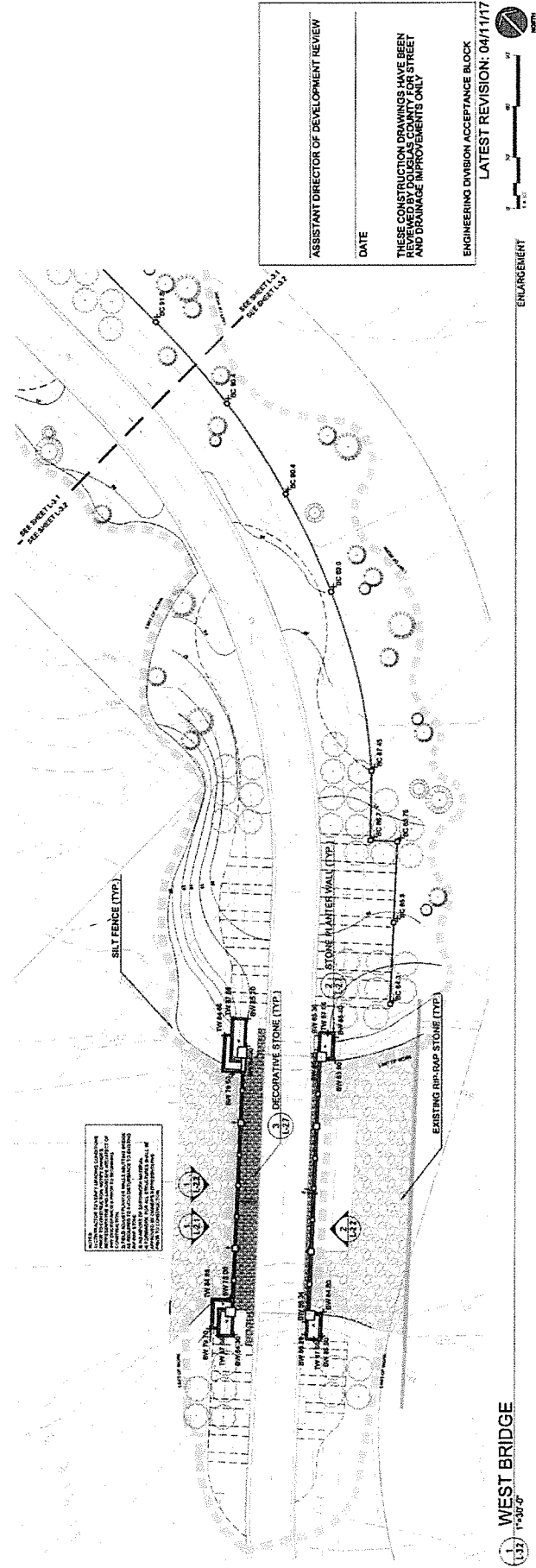
	PROPOSED 1' CONTOUR
	PROPOSED 5' CONTOUR
	PROPOSED SPOT ELEVATION
	WALL MOUNTED DOWNLIGHT
	GROUND MOUNTED FLOODLIGHT
	WALL MOUNTED UPLIGHT
	GFCI OUTLET

NOTES: SEE LANDSCAPE GENERAL NOTES SHEET FOR A LIST OF ABBREVIATIONS. SEE SHEET L-15 FOR LIGHTING DETAILS



1 EAST BRIDGE
 1:30' = 1" = 0'-0"

1 SECONDARY ENTRY: EAST ENTRY
 1:30' = 1" = 0'-0"



ASSISTANT DIRECTOR OF DEVELOPMENT REVIEW
 DATE: _____
 THESE CONSTRUCTION DRAWINGS HAVE BEEN REVIEWED BY DOUGLAS COUNTY FOR STREET AND DRAINAGE IMPROVEMENTS ONLY
 ENGINEERING DIVISION ACCEPTANCE BLOCK
 LATEST REVISION: 04/11/17



ENLARGEMENT
 ENLARGEMENT



ARCHITECTURE
LANDSCAPE ARCHITECTURE
207 KENNEDY BL.
241 N. WASHINGTON, SUITE 110
FRANKTOWN, MO 63049
TEL: 636.335.1100
WWW.DTJDESIGN.COM

TWO BRIDGES
LANDSCAPE BUILDERS PACKAGE
9355 HURLINGHAM LOOP
FRANKTOWN, CO

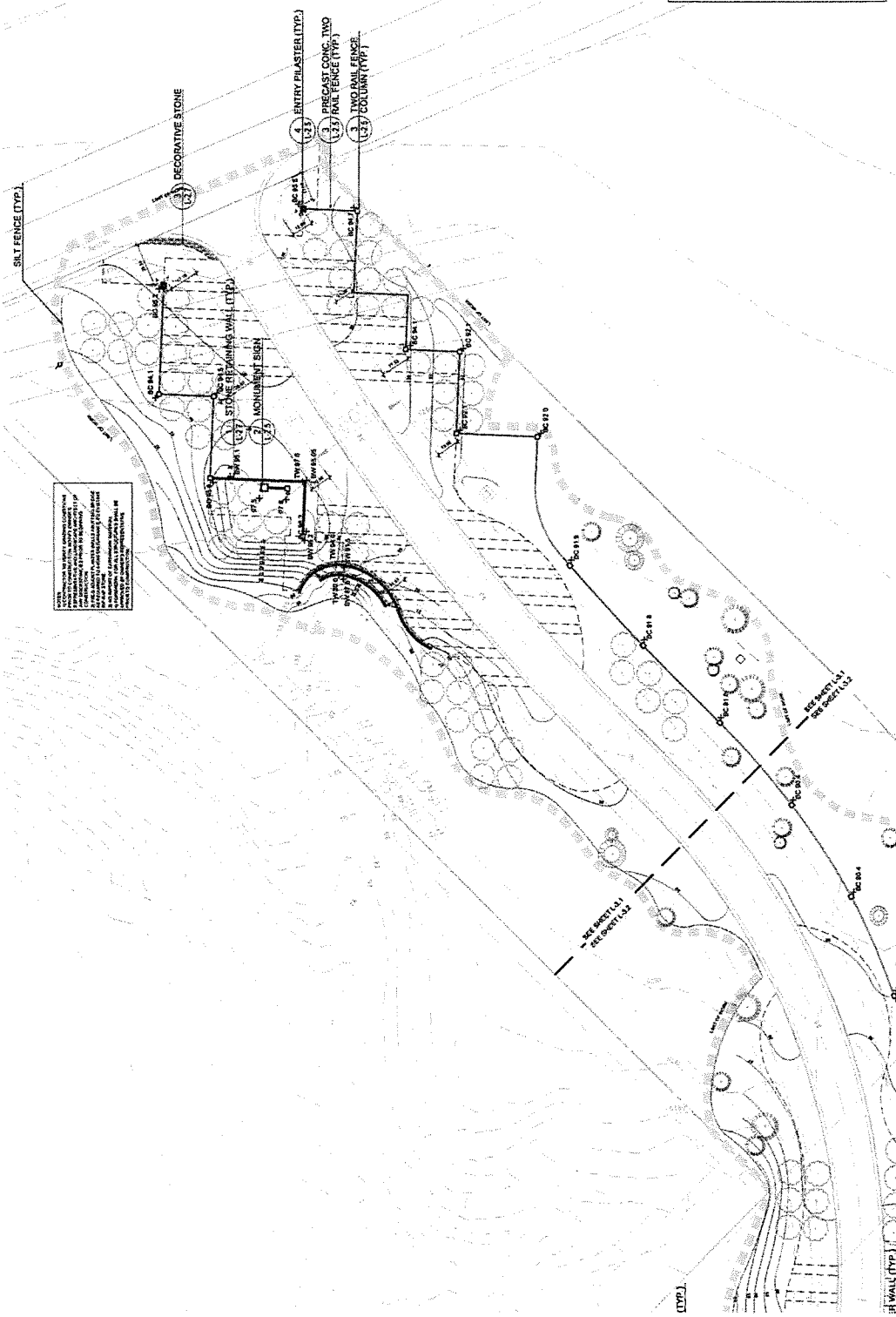
DATE: 04/11/17
PROJECT: TWO BRIDGES
SHEET NO: L-1.1
SCALE: AS SHOWN
HARDSCAPE AND GRADING PLAN

L-1.1

LAYOUT, GRADING AND LIGHTING LEGEND	
	PROPOSED 1' CONTOUR
	PROPOSED 5' CONTOUR
	PROPOSED SPOT ELEVATION
	WALL MOUNTED DOWNLIGHT
	GROUND MOUNTED FLOODLIGHT
	WALL MOUNTED UPLIGHT
	GFCI OUTLET

NOTES: SEE LANDSCAPE GENERAL NOTES SHEET FOR A LIST OF ABBREVIATIONS. SEE SHEET L-1.5 FOR LIGHTING DETAILS

ASSISTANT DIRECTOR OF DEVELOPMENT REVIEW
DATE
THESE CONSTRUCTION DRAWINGS HAVE BEEN REVIEWED BY DOUGLAS COUNTY FOR STREET AND DRAINAGE IMPROVEMENTS ONLY
ENGINEERING DIVISION ACCEPTANCE BLOCK
LATEST REVISION: 04/11/17



NOTES:
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS CONSTRUCTION CODES AND ALL APPLICABLE LOCAL ORDINANCES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION AT ALL TIMES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
7. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
8. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
9. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION AT ALL TIMES.

1. WALL (TYP.)
L-1.1
PRIMARY ENTRY: WEST ENTRY
1'-0"=1'-0"

ENGAGEMENT

EXHIBIT B
CERTIFICATION OF CONSULTANT

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Consultant represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(a) Notify the subcontractor and the District within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

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

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment ("**Department**") made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

EXHIBIT C

FORM OF CHANGE ORDER

Change Order No:	Date Issued:
Name of Agreement:	
Date of Agreement:	District(s):
Other Party/Parties:	

CHANGE IN SCOPE OF SERVICES (describe):

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$	Original Term: Expires , 20
Increase of this Change Order: \$	New Term: Expires , 20
Price with all Approved Change Orders: \$	Agreement Time with all Approved Change Orders:

APPROVED:

By: _____

District

APPROVED:

By: _____

Consultant

WEBSITE INFORMATION

TWO BRIDGES METROPOLITAN DISTRICT

SDMS WEBPAGE:

- \$300 flat rate to build website.
- Limited expense at \$95/hour to upload documents and maintain website.
- Up and running in about 1 month.
- SDMS is Administrator.

Examples: <http://sdmsi.com/districts-we-serve/prairiestar2/>
<http://sdmsi.com/districts-we-serve/box-elder-creek-ranch-water-company/>

SIPA WEBPAGE:

- Governmental website.
- \$1,600 flat rate to build website.
- Limited expense at \$95/hour to upload documents and maintain website.
- Up and running in about 3 months.
- SDMS is Administrator.

Examples: <https://www.colorado.gov/greatrocknorthwsd>
<https://www.colorado.gov/aspenreservemd>

The URL will lead with <https://www.colorado.gov/>.

DISTRICT WEBPAGE:

- The District's own website.
- Build rates and maintenance rates vary. *
- The District will need to hire someone or have Lokal Homes be the Administrator.

Example: <http://www.yourcmd.org/>

*We can explore prices and fees upon request.