

# TWO BRIDGES METROPOLITAN DISTRICT

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

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
David Lemnah	President	2022/May 2022
Ryan Lantz	Treasurer	2022/May 2022
Tommy Pucciano	Assistant Secretary	2020/May 2020
<b>VACANT</b>		2022/May 2022
<b>VACANT</b>		2020/May 2020

**DATE:**        **July 26, 2019**

**TIME:**        9:00 a.m.

**PLACE:**        Lokal Homes, LLC  
8310 South Valley Highway, Suite 115  
Englewood, Colorado 80112

### I.        ADMINISTRATIVE MATTERS

A.        Present Disclosures of Potential Conflicts of Interest.

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B.        Approve Agenda; confirm location of the meeting and posting of meeting notices, and 24 hour posting location.

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C.        Acknowledge resignations of Heidi Moore and Tom Mussallem as Assistant Secretary to the Board of Directors and Ashley Frisbie as Secretary to the Board of Directors and consider appointment of Judy Leyshon as Secretary to the Board.

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D.        Review and approve Minutes of the November 14, 2018 Special Meeting (enclosure).

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### II.       PUBLIC COMMENTS

A.        \_\_\_\_\_

III. OPERATIONS & MAINTENANCE MATTERS

A. Discuss snow removal services.

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B. Ratify approval of change to Architectural Review Committee.

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C. Ratify approval of Change Order No. 2 to Service Agreement with Metco Landscape, Inc. for 2018 Landscape Maintenance Services (installation of outdoor message board), in the amount of \$1,275.00 (enclosure).

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D. Ratify approval of Change Order No. 3 to Service Agreement with Metco Landscape, Inc. (winter watering), in the amount of \$450.00 per occurrence (enclosure).

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E. Ratify approval of Service Agreement with Metco Landscape, Inc. for 2019 Landscape Maintenance Services (enclosure).

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F. Update on request for Easement on District property.

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IV. FINANCIAL MATTERS

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

	Period Ending Dec. 10, 2018	Period Ending March 4, 2019	Period Ending March 5, 2019
General Fund	\$ 18,188.21	\$ 30,964.20	\$ 7,728.45
Debt Service Fund	\$ -0-	\$ -0-	\$ -0-
Capital Projects Fund	\$ -0-	\$ -0-	\$ -0-
<b>Total</b>	<b>\$ 18,188.21</b>	<b>\$ 30,964.20</b>	<b>\$ 7,728.45</b>

	Period Ending March 15, 2019	Period Ending April 25, 2019	Period Ending April 26, 2019
General Fund	\$ 3,771.71	\$ 6,036.12	\$ 5,453.35
Debt Service Fund	\$ -0-	\$ -0-	\$ -0-
Capital Projects Fund	\$ -0-	\$ -0-	\$ -0-
<b>Total</b>	<b>\$ 3,771.71</b>	<b>\$ 6,036.12</b>	<b>\$ 5,453.35</b>

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- B. Review and accept unaudited financial statements through the period ending April 30, 2019 (to be distributed).
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- C. Consider approval of 2018 Audit and authorize execution of Representations Letter (to be distributed).
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V. LEGAL MATTERS

- A. Ratify engagement of White Bear Ankele Tanaka & Waldron (enclosure).
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- B. Discuss and consider approval of proposal from Manhard Consulting, LLC to provide GIS services on an On-Call basis (proposal enclosed).
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- C. Discuss and consider approval of proposal from Metco Landscape for native weed spray of 38 lots (proposal enclosed).
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VI. OTHER BUSINESS

- A. \_\_\_\_\_
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- VII. ADJOURNMENT     **THE NEXT REGULAR MEETING IS SCHEDULED FOR OCTOBER 2, 2019.**

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### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE TWO BRIDGES METROPOLITAN DISTRICT HELD NOVEMBER 14, 2018

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 14<sup>th</sup> day of November, 2018, at 9:00 A.M., at the offices of Lokal Homes, 8310 South Valley Highway, Suite 115, Englewood, Colorado.

#### ATTENDANCE

#### Directors In Attendance Were:

David Lemnah  
Ryan Lantz  
Tommy Pucciano  
Heidi Moore  
Thomas Mussallem

#### Also In Attendance Were:

Ashley B. Frisbie and Peggy Ripko; Special District Management Services, Inc. ("SDMS")

George M. Rowley, Esq.; Spencer Fane, LLP

Diane Wheeler; Simmons & Wheeler, P.C.

David Evans; adjacent property owner

Janna Vanner; Realtor, Remax Professionals (via speakerphone)

Floyd Hall; interested homebuyer (via speakerphone)

Mike and Nicole Clark; interested homebuyers

Korin Barr; homeowner

#### 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

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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 Lemnah, seconded by Director Moore and, upon vote, unanimously carried, the Agenda was approved, as presented.

**Minutes:** The Board reviewed the Minutes of the October 3, 2018 Regular Meeting.

Following discussion, upon motion duly made by Director Pucciano, seconded by Director Lemnah and, upon vote, unanimously carried, the Board approved the Minutes of the October 3, 2018 Regular Meeting.

**2019 Annual Administrative Matters Resolution:** The Board discussed the 2019 Annual Administrative Matters Resolution. Ms. Frisbie reviewed the business to be conducted in 2019 to meet the statutory compliance requirements. The Board discussed the posting locations and meeting dates for the coming year.

Following discussion, upon motion duly made by Director Mussallem, seconded by Director Lemnah and, upon vote, unanimously carried, the Board determined to meet on June 5, 2019 and October 2, 2019 at 9:00 a.m., at the offices of Lokal Homes, 8310 S. Valley Highway, Suite 115, Englewood, Colorado, and adopted the 2019 Annual Administrative Matters Resolution. A copy of the resolution is attached hereto and incorporated herein.

### PUBLIC COMMENTS

Mr. Evans presented the Board with a request for an easement across District property for agricultural and emergency access to his adjacent property. Mr. Evans reported that he anticipates use of a farm tractor and pick-up and tree transplanting trucks accessing the easement about once per week, dependent on the season and other factors. He noted that he will coordinate with Douglas County (the "County") on their access easement requirements, and that he is willing to absorb the costs associated with the easement and installation of a road over the easement.

Ms. Barr and Mr. Clark noted that they would like to see the Board work with Mr. Evans on his request for an easement. The Board discussed possible easement access locations within the District.

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Following discussion, the Board authorized Director Pucciano to research possible easement access locations and to provide a recommendation to the Board.

### OPERATIONS AND MAINTENANCE MATTERS

**Rules, Regulations, and Design Guidelines:** Ms. Ripko presented the Board with updates to the Rules, Regulations, and Design Guidelines.

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

**Snow Removal Services:** The Board reviewed proposals from BrightView Landscape Services, Inc., Denver Snow & Commercial Property Services, Inc., and Metco Landscape, Inc. for snow removal services.

Ms. Barr reported that the County did plow the community after the last snow event, and noted that the County is aware that the community now has school bus routes. Ms. Frisbie reported that Ms. Stella Boulter, who was not able to attend the meeting, contacted her to voice her concerns about snow removal and to note that she believes the County will provide adequate snow removal.

Following discussion, the Board determined to defer approval of a proposal for snow removal services. The Board will observe the services provided by the County during the upcoming snow season. If the County does not provide adequate snow removal services for the community, the Board will reconsider proposals for such service.

**Proposal for Permanent Posting Structure:** Ms. Ripko presented the Board with options for a permanent posting structure.

Following discussion, upon motion duly made by Director Lemnah, seconded by Director Lantz and, upon vote, unanimously carried, the Board authorized staff to proceed with installation of a brown permanent posting structure next to the community mailboxes.

### FINANCIAL MATTERS

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

	Period Ending Oct. 5, 2018
General Fund	\$ 52,311.06
Debt Service Fund	\$ -0-
Capital Projects Fund	\$ -0-
<b>Total</b>	<b>\$ 52,311.06</b>

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Following discussion, upon motion duly made by Director Lantz, seconded by Director Moore and, upon vote, unanimously carried, the Board ratified approval of the payment of claims, as presented.

**Unaudited Financial Statements:** The Board deferred discussion.

**2018 Audit:** The Board reviewed the engagement letter from Dazzio & Associates, P.C. to perform the 2018 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 2018 Audit, for an amount not to exceed \$4,500.

**2018 Budget Amendment Hearing:** The President opened the public hearing to consider the Resolution to Amend the 2018 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 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.

Following discussion, upon motion duly made by Director Lantz, seconded by Director Lemnah and, upon vote, unanimously carried, the Board adopted Resolution No. 2018-11-02 to Amend the 2018 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

**2019 Budget Hearing:** The President opened the public hearing to consider the proposed 2019 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2019 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.

Ms. Wheeler reviewed the estimated 2018 expenditures and the proposed 2019 expenditures.

Following discussion, the Board considered the adoption of the Resolutions to Adopt the 2019 Budget and Appropriate Sums of Money and Set Mill Levies (for the General Fund at 15.250 mills and the Debt Service Fund at 49.750 mills, for a total

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mill levy of 65.000 mills). Upon motion duly made by Director Lantz, seconded by Director Moore 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, 2018. Ms. Frisbie was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners not later than December 15, 2018, and to the Division of Local Government not later than January 30, 2019. Ms. Frisbie was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2019. Copies of the adopted Resolutions are attached to these minutes and incorporated herein by this reference.

### LEGAL MATTERS

**Public Hearing to Consider Inclusion of Approximately 80.34 Acres of Real Property Owned by the District into the District:** The Board discussed Resolution No. 2018-11-04; Resolution to Approve a Petition for Inclusion of approximately 80.34 acres of real property owned by the District into the District.

It was noted that publication of Notice stating that the Board would consider inclusion of the property and the date, time and location 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.

Following discussion, upon motion duly made by Director Lemnah, seconded by Director Lantz and, upon vote, unanimously carried, the Board approved the inclusion of the property into the District, as described in the Petition for Inclusion, and adopted Resolution No. 2018-11-04; Resolution to Approve Petition for Inclusion of approximately 80.34 acres of real property owned by the District into the District.

**Updates to District Boundary Map:** Following discussion, upon motion duly made by Director Lemnah, seconded by Director Lantz and, upon vote, unanimously carried, the Board authorized staff to have the District Boundary Map updated to reflect the inclusion of property.

**Third Amendment to 2016 Operation Funding Agreement by and between the District and Lokal Two Bridges, LLC:** Attorney Rowley presented the Board with the Third Amendment to the 2016 Operation Funding Agreement by and between the District and Lokal Two Bridges, LLC.



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Following discussion, upon motion duly made by Director Lantz, seconded by Director Lemnah and, upon vote, unanimously carried, the Board approved the Third Amendment to the 2016 Operation Funding Agreement by and between the District and Lokal Two Bridges, LLC.

**Resolution No. 2018-11-05; Adopting the Protections for Consumer Data Privacy Policy:** Attorney Rowley presented the Board with Resolution No. 2018-11-05; Adopting the Protections for Consumer Data Privacy Policy.

Following discussion, upon motion duly made by Director Lantz, seconded by Director Lemnah and, upon vote, unanimously carried, the Board adopted Resolution No. 2018-11-05; Adopting the Protections for Consumer Data Privacy Policy.

**Resolution No. 2018-11-06; Adopting Public Records Request Policy:** Attorney Rowley presented the Board with Resolution No. 2018-11-06; Adopting Public Records Request Policy.

Following discussion, upon motion duly made by Director Lantz, seconded by Director Lemnah and, upon vote, unanimously carried, the Board adopted Resolution No. 2018-11-06; Adopting Public Records Request Policy.

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### **OTHER BUSINESS**

There was no other business to discuss.

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### **ADJOURNMENT**

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

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting

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THESE MINUTES ARE APPROVED AS THE OFFICIAL NOVEMBER 14, 2018  
MEETING MINUTES OF THE TWO BRIDGES METROPOLITAN DISTRICT BY  
THE BOARD OF DIRECTORS SIGNING BELOW:

\_\_\_\_\_  
David Lemnah

\_\_\_\_\_  
Ryan Lantz

\_\_\_\_\_  
Tommy Pucciano

\_\_\_\_\_  
Heidi Moore

\_\_\_\_\_  
Thomas Mussallem

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TWO BRIDGES METROPOLITAN DISTRICT  
CONCERNING ANNUAL ADMINISTRATIVE MATTERS  
2019**

WHEREAS, the Board of Directors of the Two Bridges Metropolitan District (the "District") is to perform certain tasks on a recurring basis in the operation of the District;

NOW, THEREFORE, BE IT RESOLVED by the Two Bridges Metropolitan District within Douglas County, Colorado, as follows:

1. Contact Person. The Board directs District Manager to notify the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder, the governing body of the municipality in which the District is located, if applicable, and the Division of Local Government of the name of the Chairman of the Board, the contact person located within the District, if available, telephone number and business address of the District on or before January 15, as required by Section 32-1-104(2), C.R.S. The Board hereby names Ashley Frisbie, District Manager, as the contact person within the District. The contact person is authorized, under C.R.S. 24-10-109(3)(b) to accept notices of claims against the District and, if any such claim is received must promptly notify the President of the Board and the attorney for the District of such receipt.

2. Map. The Board directs its Consultants to prepare an accurate map as specified by the Division of Local Government for filing with the Division, the County Assessor, and the County Clerk and Recorder on or before January 1, as required by Section 32-1-306, C.R.S. If there have been no changes to the boundaries of the District since the filing of an accurate map, District Manager may notify the above-mentioned entities in a letter that no changes have been made to the map.

3. Budget. The Board directs its Accountant and/or District Manager to submit a proposed budget to the Board by October 15; to schedule a public hearing on the proposed budget; to prepare a final budget, budget resolution and budget message, the certification of mill levies, and any budget amendment(s) needed; to certify the mill levies on or before December 15; and to file the approved budget and amendment(s) with the proper governmental entities in accordance with the Local Government Budget Law of Colorado, Sections 29-1-101 to 29-1-115, C.R.S. If no mill levy is to be certified, such actions may be completed by December 31.

4. Intergovernmental Agreements. If the District receives a written request from the Division of Local Government, the Board directs Legal Counsel to prepare and file within thirty days of such request, an informational listing of all contracts in effect with other political subdivisions, in compliance with Section 29-1-205, C.R.S.

5. Notice to Electors (Transparency Notice). The Board directs that no more than sixty days prior to and not later than January 15, District Manager will prepare and distribute the Notice to Electors pursuant to and in a manner prescribed by Section 32-1-809, C.R.S.

The Board further directs that in compliance with Section 32-1-104(2), C.R.S., the Notice will be filed with the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder, the governing body of the municipality in which the District is located, if applicable, and the Division of Local Government and a copy made available for public inspection at the District's business office.

6. Annual Securities Report. If required, the Board directs the District's District Manager to prepare and file the annual public securities report for nonrated public securities issued by the District (if any), with the Department of Local Affairs on or before March 1, in accordance with Section 11-58-101 to 11-58-107, C.R.S.

7. Audit/Audit Exemption. The Board directs that an audit of the financial statements be prepared and submitted to the Board before June 30 and further directs that the Audit be filed with the State Auditor by July 31, as required by Section 29-1-603, C.R.S. In the event that the timetable will not be met, the auditor and the District's Manager are directed to request extensions of time to file the audit as needed. If neither the revenues nor the expenditures for the past year exceed \$100,000 then the Board directs that a short form application for exemption from audit shall be prepared. If either revenues or expenditures are greater than \$100,000 but are less than or equal to \$750,000, then the Board directs that a long form application for exemption from audit shall be prepared. The short form or long form application shall be submitted to the Board and then filed with the State Auditor by March 31, as required by Section 29-1-604, C.R.S.

8. Unclaimed Property. The Board directs District Manager to prepare the Unclaimed Property Act report and forward it to the State Treasurer by November 1 if there is District property presumed abandoned and subject to custody as unclaimed property, in accordance with Section 38-13-110, C.R.S.

9. Public Records. The Board designates the Board Secretary as the official custodian of public records as such term is used in Section 24-72-202, C.R.S., with the functions thereof hereby delegated to the District Manager as the custodian as defined in 24-72-202(1.1), C.R.S. The custodian is authorized to develop such procedures as may be reasonably required for the protection and retention of such records. On behalf of the District, the custodian may charge the maximum fees allowed by law for copies, research and retrieval, development of privilege log, and such other services as are authorized by law.

10. CORA Policy. Pursuant to Section 24-72-205, C.R.S., the Board has adopted a policy concerning research and retrieval fees for public records. The Board directs District Manager to update the District's Notice to Electors (Transparency Notice) with the District's CORA policy information as required by the statute.

11. Fair Campaign Practices Act – Gifts and Honoraria. The Board is reminded that in accordance with the Fair Campaign Practices Act, each Board member is required to report to, and in a manner prescribed by, the Secretary of State certain items received in connection with their service, such report to be filed on or before January 15, April 15, July 15, and October 15 of each year, as required by Sections 1-45-109 and 24-6-203, C.R.S. No

report needs to be filed if a director does not receive any item and unless a director receives \$53 or more in cash or loans, or real or personal property having a value of \$53 or more. Further, the Board is reminded that in accordance with C.R.S. Section 24-6-203, if a Board member receives annual compensation from the District of more than \$2,400, then the Board member is required to file a quarterly report in the prescribed manner with the Secretary of State.

12. Newspaper. The Board designates *Douglas County News-Press* as the newspaper of general circulation within the boundaries of the District, or in the vicinity of the District if none is circulated within the District, and directs that all legal notices shall be published in the afore named newspaper, in accordance with Section 32-1-103(15), C.R.S. If publication in such newspaper is impossible or impracticable, then any legal newspaper published in the county may be used as an alternative.

13. Director Compensation. The Board of Directors of the District determines that each director shall not receive compensation for services as directors.

14. Director Qualification. Pursuant to Section 32-1-901 C.R.S., the District determines that each present and future member of the Board shall have in the District files, with annual confirmation thereof by the District's custodian of public records, a complete and executed Certificate of Appointment (if Board member is appointed), current Oath of Office and applicable Surety Bond, and that copies of each be submitted to the Division of Local Government and the District Court as necessary and as may be requested.

15. Officers. The District has elected, in accordance with Section 32-1-902, C.R.S., the following officers for the District:

President:	David Lemnah
Treasurer:	Ryan Lantz
Asst. Secretary:	Heidi Moore
Asst. Secretary:	Thomas Mussallem
Asst. Secretary:	Thomas Pucciano

Such officers shall serve until the District acts to elect new officers, or an officer resigns his office.

16. Director Indemnification. The Board of Directors of the District extends the current indemnification resolution to allow the resolution to continue in effect as written. In the event an indemnification resolution is not in effect, then the approval of this administrative matters resolution shall be deemed to authorize indemnification of the Directors of the District when acting in good faith within the scope of their duties and in the best interests of the District, to the fullest extent allowed by law.

17. Designated Posting Location for the Posting of Agendas. The Board of Directors of the District designates the following location as the official designated posting place for the posting of meeting agendas in accordance with Section 24-6-402(2)(c), C.R.S.: southeast corner of Hopsage Circle and Red Primrose Street.

18. Posting Location(s) for the Posting of Meeting Notices. The Board of Directors of the District identified the following location(s) as the preferred posting place(s) for the posting of meeting notices at least 72-hours in advance of the meeting in accordance with Section 32-1-903(2), C.R.S.: 1) southeast corner of Hopsage Circle and Red Primrose Street, 2) at the sales office located at 8750 Red Primrose Street, and 3) on a posting sign next to the mailboxes located on Hopsage Circle, east of Red Primrose Street.

19. Meetings. The Board determines to hold regular meetings on June 5, 2019 and October 2, 2019 at 9:00 a.m. The location of the meetings will be at the offices of Lokal Homes, LLC, 8310 South Valley Highway, Suite 115, Englewood, Colorado. In addition, regular and special meeting notices shall be posted at: the designated posting location as identified above; in accordance with Section 24-6-402(2)(c), C.R.S. The Board directs District Manager to prepare notices for posting at the designated posting location. In addition, regular and special meeting notices shall be posted at: the designated posting location as identified above; at least two other public places; and at the Clerk and Recorder's office, all in accordance with Section 32-1-903, C.R.S. Legal Counsel shall revise the notices when the Board intends to make a final determination to issue or refund general obligation indebtedness, to consolidate the District, to dissolve the District, to file a plan for adjustment of debt under federal bankruptcy law, or to enter into a private contract with a director, or not to make a scheduled bond payment.

20. Elections. Ashley B. Frisbie of Special District Management Services, Inc. is hereby appointed as the "Designated Election Official" of the Board for any elections to be held by the District unless other Designated Election Official is appointed by resolution of the Board. In accordance with C.R.S. Section 1-1-111(2), Article 13.5 of Title 1, C.R.S., or applicable law, the Board hereby grants all powers and authority for the proper conduct of the election to the Designated Election Official and that the election shall be held and conducted in accordance with the Local Government Election Code, applicable portions of the Uniform Election Code of 1992, as amended and supplemented by Const. Colo. Art. X, Sec 20, the Current Rules and Regulations Governing Election Procedures of the Secretary of State of the State of Colorado, and Title 32, Article 1, Part 8, Colorado Revised Statutes, and other relevant Colorado and federal law. Further, the Board directs the Designated Election Official to take all actions necessary for the proper conduct of the election, including, if applicable, cancellation of the election in accordance with Section 1-13.5-513, C.R.S., and to notify the Division of Local Government of the results of any election held by the District, including business address, telephone number and the contact person; and to certify the results of any election to incur general obligation indebtedness to the Board of County Commissioners or the governing body of a municipality, in accordance with Sections 1-11-103, 32-1-104(1), and 32-1-1101.5, C.R.S.

21. Independent Mail Ballot Elections. The Board deems it expedient for the convenience of the electors that all regular and special elections of the District shall be conducted as an independent mail ballot election in accordance with Section 1-13.5-1101, C.R.S., unless a polling place election is deemed necessary and expressed in a separate election resolution.

22. Notice of Indebtedness. In accordance with C.R.S. Sections 32-1-1604 and 1101.5(1), the Board directs the District Legal Counsel to issue notice of indebtedness to the Board of County Commissioners and to record such notice with the County Clerk and Recorder within 30 days of incurring or authorizing of any indebtedness.

23. Quinquennial Findings. If requested, the Board directs Legal Counsel to prepare and file with the Board of County Commissioners, the quinquennial finding of reasonable diligence, in accordance with Section 32-1-1101.5(1.5)&(2), C.R.S.

24. Annual Report. If requested or required, the Board directs District Manager to prepare and file the special district annual report, in accordance with Sections 32-1-207(3)(c), C.R.S.

25. Disclosure of Potential Conflict of Interest. The Board has determined that Legal Counsel may file general conflict of interest disclosure forms, if any, provided by board members with the Secretary of State each year, which forms may be updated on an annual basis through information given to Legal Counsel by board members. If a specific conflict arises regarding a certain transaction of the Board, the Board member is required to notify Legal Counsel at least five days prior to the date of the meeting so that the transactional disclosure form may be filed in a timely manner, in accordance with Sections 32-1-902(3) and 18-8-308, C.R.S. Additionally, at the beginning of every term, Legal Counsel may request that each board member submit information regarding actual or potential conflicts of interest.

26. Special District Association. If the District is currently a member of the Special District Association (“SDA”), the Board directs its Accountant to pay the annual SDA membership dues in a timely manner.

27. Insurance. The Board directs its staff to at least biannually review all insurance policies and coverage in effect to determine appropriate insurance coverage is maintained.

28. Outstanding General Obligation Indebtedness. The District has the following outstanding general obligation bonds or multiple fiscal year financial obligations: General Obligation Limited Tax Bonds, Series 2018A, in the amount of \$3,215,000, and Subordinate General Obligation Limited Tax Bonds, Series 2018B, in the amount of \$508,000.

29. Continuing Disclosure. District Accountant shall provide continuing disclosure service if and as applicable to the bonds and other financial obligations of the District.

30. Workers’ Compensation. Pursuant to Section 8-40-202(1)(a)(I)(B), C.R.S., the elected and appointed officials of the District shall be deemed to be an employee within the

meaning of Section 8-40-202(1)(a), C.R.S. The Board directs the District Accountant to pay the annual workers' compensation premium on behalf of the District in a timely manner.

31. PDPA. Pursuant to the provisions of the Colorado Public Deposit Protection Act §11-10.5-101, et seq., C.R.S., the Board appoints District Manager as the official custodian of public deposits.

32. Public Disclosure Statement. Pursuant to C.R.S. Section 32-1-104.8, the Board directs Legal Counsel to prepare and record a special district public disclosure document, including a map showing the boundaries of the District, with the County Clerk and Recorder at the same time as any subsequent order or decree approving an inclusion of property into the District.

33. Undocumented Worker Certification. In compliance with C.R.S. Section 8-17.5-101 *et seq.*, the Board directs that each existing and prospective service contract entered into by the District must contain specific language regarding the prohibition of the use of illegal aliens to perform work under a public contract for services.

34. Inclusions/Exclusions of Property. The Board directs Legal Counsel to handle all procedures required under the Colorado state statutes regarding the inclusion and exclusion of property into and out of the District's boundaries.

35. Recording of Conveyances of Real Property to the District. Pursuant to C.R.S. 38-35-109.5(2), Legal Counsel is designated as an appropriate official to record conveyances of real property to the District within 30 days of such conveyance.

36. Ratification of Past Actions. The Board members have reviewed the minutes of every meeting of the Board conducted in 2018, and the Board, being fully advised of the premises, hereby ratifies and affirms each and every action of the Board taken in 2018.

37. Emergency Liaison Officer. The Board designates the President of the District, in his/her capacity as elected official for the District, as the Emergency Liaison Officer responsible for facilitating the cooperation and protection of the District in the work of disaster prevention, preparedness, response, and recovery with the Colorado Office of Emergency Management and any local disaster agencies. The Emergency Liaison Officer shall have the authority to designate such agents as (s)he shall determine appropriate to perform any and all acts necessary to facilitate the responsibilities of the Emergency Liaison Officer.

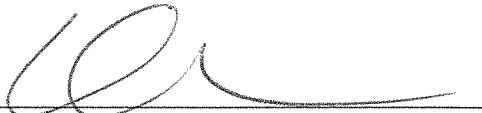
38. Dates Herein. All dates set forth in this Resolution shall be in 2019 unless otherwise specified.

39. This Resolution shall be deemed renewed each year until terminated or a new resolution is adopted.

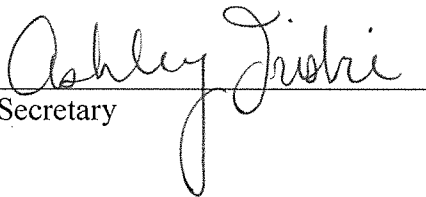


Adopted and approved this 14th day of November, 2018.

TWO BRIDGES METROPOLITAN DISTRICT

By:   
President

ATTEST:

By:   
Secretary

RESOLUTION TO AMEND 2018 BUDGET  
TWO BRIDGES METROPOLITAN DISTRICT  
(fka HIGH PRAIRIE POLO CLUB METROPOLITAN DISTRICT NO. 2)

WHEREAS, the Board of Directors of the Two Bridges Metropolitan District adopted a budget and appropriated funds for the fiscal year 2018 as follows:

General Fund	\$	316,629
Debt Service Fund	\$	-0-
Capital Projects Fund:	\$	407,065

WHEREAS, the necessity has arisen to establish a Debt Service Fund requiring the unanticipated expenditure of funds for capital improvements for the fiscal year 2018; and

WHEREAS, the necessity has arisen for additional expenditures in the Capital Projects Fund requiring the unanticipated expenditure of funds in excess of those appropriated for the fiscal year 2018; and

WHEREAS, the expenditure of such funds is a contingency which could not have been reasonably foreseen at the time of adoption of the budget; and

WHEREAS, funds are available for such expenditures in the Debt Service Fund from a transfer from the Capital Projects Fund.

WHEREAS, funds are available for such expenditures in the Capital Projects Fund from Bond proceeds.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Two Bridges Metropolitan District shall and hereby does amend the adopted Budget for the fiscal year 2018 and adopts a supplemental budget and appropriation for the Debt Service Fund and Capital Projects Fund for the fiscal year 2018, as follows:

Debt Service Fund	\$	49,230
Capital Projects Fund	\$	3,759,000

BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the District to the proper funds for the purposes stated.

DATED this 14th day of November, 2018.

TWO BRIDGES METROPOLITAN DISTRICT



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

RESOLUTION NO. 2018 - 11 - 02  
A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TWO BRIDGES METROPOLITAN DISTRICT  
TO ADOPT THE 2019 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Two Bridges Metropolitan District ("District") has appointed the District Accountant to prepare and submit a proposed 2019 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2018, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 14, 2018, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution ("TABOR") and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

WHEREAS, the Board of Directors of the District has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

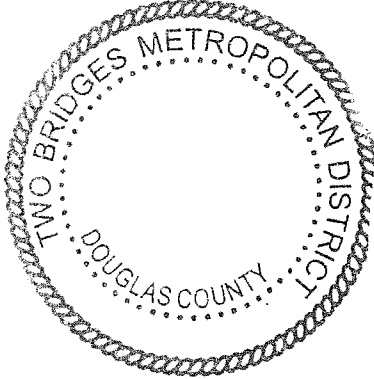
WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any interfund transfers listed therein, so as not to impair the operations of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Two Bridges Metropolitan District:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Two Bridges Metropolitan District for the 2019 fiscal year.
2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. That the sums set forth as the total expenditures of each fund in the budget attached hereto as **EXHIBIT A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

ADOPTED this 14th day of November, 2018.



*Ashley Jankovic*

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EXHIBIT A  
(Budget)

**TWO BRIDGES METROPOLITAN DISTRICT  
2019  
BUDGET MESSAGE**

Attached please find a copy of the adopted 2019 budget for the Two Bridges Metropolitan District.

The Two Bridges Metropolitan District has adopted budgets for two funds, a General Fund to provide for general operating expenditures, maintenance costs and covenant enforcements costs; and a Debt Service Fund to provide for payment on the outstanding general obligation debt.

The District's accountants have utilized the modified accrual basis of accounting and the budget has been adopted after proper postings, publications and public hearing.

The primary sources of revenue for the District in 2019 will be developer advances, operations and maintenance fees and property taxes. In 2019, the District intends to impose a mill levy on all property within the District totaling 65.000 mills, of which 15.250 mills will be dedicated to the General Fund and the balance of 49.750 mills will be allocated to the Debt Service Fund.

**Two Bridges Metropolitan District**  
**Adopted Budget**  
**General Fund**  
**For the Year ended December 31, 2019**

	Actual <u>2017</u>	Adopted Budget <u>2018</u>	Actual <u>8/31/2018</u>	Estimate <u>2018</u>	Adopted Budget <u>2019</u>
Beginning fund balance	\$ 2,903	\$ 71,259	\$ 59,316	\$ 59,316	\$ 10,530
Revenues:					
Property taxes	63,461	78,852	78,852	78,852	21,882
Specific ownership taxes	6,950	4,731	4,711	7,000	1,093
Operations and Maintenance Fee	-	7,200	-	1,800	20,000
Miscellaneous income	73	-	187	187	-
Developer advances	<u>113,719</u>	<u>154,587</u>	<u>10,138</u>	<u>10,650</u>	<u>146,597</u>
Total revenues	<u>184,203</u>	<u>245,370</u>	<u>93,888</u>	<u>98,489</u>	<u>189,572</u>
Total funds available	<u>187,106</u>	<u>316,629</u>	<u>153,204</u>	<u>157,805</u>	<u>200,102</u>
Expenditures:					
Accounting	16,180	12,455	10,836	20,000	15,000
Audit	5,056	5,100	4,450	4,450	4,500
Election	53	2,000	1,227	1,227	-
Insurance/SDA Dues	3,428	3,639	3,848	3,848	11,000
Legal	15,494	20,000	32,076	32,000	20,000
Billing	-	5,000	-	-	-
Management	31,940	24,537	19,347	37,000	37,000
Covenant Control	12,104	10,000	5,254	10,000	10,000
Wildlife management	-	2,000	-	-	-
Office supplies miscellaneous	3,072	1,800	2,297	5,000	3,000
Landscaping	-	-	40	40	-
Landscape maintenance	1,630	15,500	11,452	23,000	22,673
Native area mowing	-	15,700	3,867	3,867	12,000
Tree maintenance and winter watering	-	-	-	-	10,000
Irrigation repairs	-	3,000	770	3,000	3,000
Trail maintenance	-	20,000	-	-	-
Well maintenance	-	4,000	-	-	4,000
Utilities	-	6,700	914	1,500	3,000
Snow removal	-	42,000	-	-	-
Detention ponds	-	9,000	-	-	9,000
Park and Rec Expenses	-	5,000	-	-	-
Repairs and maintenance	42	10,000	285	1,000	8,340
Trash and recycling	-	1,000	-	200	2,015
Treasurer's Fees	952	1,183	1,143	1,143	328
Contingency	-	89,654	-	-	20,000
Transfer to debt service	37,839	-	-	-	-
Emergency Reserve	-	7,361	-	-	5,246
Total expenditures	<u>127,790</u>	<u>316,629</u>	<u>97,806</u>	<u>147,275</u>	<u>200,102</u>
Ending fund balance	<u>\$ 59,316</u>	<u>\$ -</u>	<u>\$ 55,398</u>	<u>\$ 10,530</u>	<u>\$ -</u>
Assessed valuation		<u>\$1,213,100</u>			<u>\$1,434,840</u>
Mill Levy		<u>65.000</u>			<u>15.250</u>

**Two Bridges Metropolitan District**  
**Adopted Budget**  
**Capital Projects Fund**  
**For the Year ended December 31, 2019**

	Actual <u>2017</u>	Adopted Budget <u>2018</u>	Actual <u>8/31/2018</u>	Estimate <u>2018</u>	Adopted Budget <u>2019</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues:					
Transfer from General Fund	37,839	-	-	-	-
Bond proceeds	-	-	3,723,000	3,723,000	-
Developer advances	<u>1,323,805</u>	<u>407,065</u>	<u>13,190</u>	<u>36,000</u>	-
Total revenues	<u>1,361,644</u>	<u>407,065</u>	<u>3,736,190</u>	<u>3,759,000</u>	-
Total funds available	<u>1,361,644</u>	<u>407,065</u>	<u>3,736,190</u>	<u>3,759,000</u>	-
Expenditures:					
Capital outlay	1,361,644	-	-	-	-
Environmental consultant	-	57,334	-	-	-
Legal	-	15,000	(299)	5,000	-
Bonds/surety	-	10,000	-	-	-
Over ex grading	-	12,579	-	-	-
Grading	-	63,080	-	-	-
Erosion Control	-	10,000	-	-	-
Irrigation mains	-	20,050	-	-	-
Electrical distribution	-	-	3,078	10,000	-
Landscaping	-	50,000	6,690	10,000	-
Mailboxes	-	7,250	-	-	-
Clean up	-	11,772	-	-	-
Permitting and inspection	-	-	540	1,000	-
Special construction	-	150,000	-	-	-
Repay developer advances	-	-	2,846,229	2,846,229	-
Issuance costs	-	-	287,276	287,276	-
Transfer to debt service	-	-	589,495	589,495	-
Professional services	-	-	<u>6,500</u>	<u>10,000</u>	-
Total expenditures	<u>1,361,644</u>	<u>407,065</u>	<u>3,739,509</u>	<u>3,759,000</u>	-
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (3,319)</u>	<u>\$ -</u>	<u>\$ -</u>



**Two Bridges Metropolitan District  
Adopted Budget  
Debt Service Fund  
For the Year ended December 31, 2019**

	Actual <u>2017</u>	Adopted Budget <u>2018</u>	Actual <u>8/31/2018</u>	Estimate <u>2018</u>	Adopted Budget <u>2019</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ 541,368
Revenues:					
Property taxes	-	-	-	-	71,383
Specific ownership taxes	-	-	-	-	3,569
Development fees	-	-	-	-	-
Transfer from Capital Projects fund	-	-	589,495	589,495	-
Interest income	-	-	262	1,103	-
Total revenues	<u>-</u>	<u>-</u>	<u>589,757</u>	<u>590,598</u>	<u>74,952</u>
Total funds available	<u>-</u>	<u>-</u>	<u>589,757</u>	<u>590,598</u>	<u>616,320</u>
Expenditures:					
Bond principal	-	-	-	-	-
Bond interest 2018A	-	-	-	49,230	180,844
Bond issuance costs	-	-	-	-	-
Letter of credit fees	-	-	-	-	-
Paying agent fees	-	-	-	-	5,000
Contingency/Miscellaneous	-	-	-	-	-
Treasurer's Fees	-	-	-	-	1,067
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>49,230</u>	<u>186,911</u>
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 589,757</u>	<u>\$ 541,368</u>	<u>\$ 429,409</u>
Assessed valuation		<u>\$1,213,100</u>			<u>\$1,434,840</u>
Mill Levy		<u>0.000</u>			<u>49.750</u>
Total Mill Levy		<u>65.000</u>			<u>65.000</u>

I, Ashley B. Frisbie, hereby certify that I am the duly appointed Secretary of the Two Bridges Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2019, duly adopted at a meeting of the Board of Directors of the Two Bridges Metropolitan District held on November 14, 2018.

By: Ashley Frisbie  
Secretary

RESOLUTION NO. 2018 - 11 - 03  
A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TWO BRIDGES METROPOLITAN DISTRICT  
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Two Bridges Metropolitan District (“District”) has adopted the 2019 annual budget in accordance with the Local Government Budget Law on November 14, 2018; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2019 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

WHEREAS, the amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget.

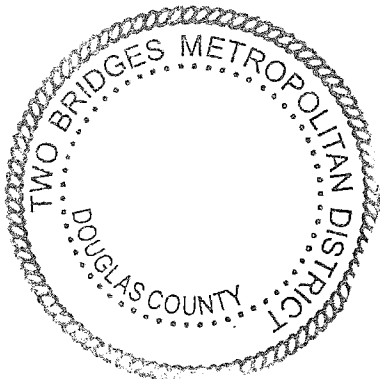
NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Two Bridges Metropolitan District:

1. That for the purposes of meeting all general fund expenses of the District during the 2019 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purposes of meeting all debt service fund expenses of the District during the 2019 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That the District Accountant of the District is hereby authorized and directed to immediately certify to the County Commissioners of Douglas County, Colorado, the mill levies for the District as set forth in the District’s Certification of Tax Levies (attached hereto as **EXHIBIT A** and incorporated herein by reference), recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

ADOPTED this 14th day of November, 2018.



*Ashley Justice*

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**EXHIBIT A**  
(Certification of Tax Levies)

**CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments**

TO: County Commissioners<sup>1</sup> of Douglas County, Colorado.

On behalf of the Two Bridges Metropolitan District,  
(taxing entity)<sup>A</sup>

the Board of Directors,  
(governing body)<sup>B</sup>

of the Two Bridges Metropolitan District,  
(local government)<sup>C</sup>

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ 1,434,840 assessed valuation of: (GROSS<sup>D</sup> assessed valuation, Line 2 of the Certification of Valuation Form DLG 57<sup>E</sup>)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area<sup>F</sup> the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ 1,434,840 (NET<sup>G</sup> assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)

Submitted: 12/15/2018 for budget/fiscal year 2019.  
(not later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY <sup>2</sup>	REVENUE <sup>2</sup>
1. General Operating Expenses <sup>H</sup>	<u>15.250</u> mills	\$ <u>21,882</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction <sup>I</sup>	< > mills	\$ < >
<b>SUBTOTAL FOR GENERAL OPERATING:</b>	<b>15.250</b> mills	<b>\$ 21,882</b>
3. General Obligation Bonds and Interest <sup>J</sup>	<u>49.750</u> mills	\$ <u>71,383</u>
4. Contractual Obligations <sup>K</sup>	_____ mills	\$ _____
5. Capital Expenditures <sup>L</sup>	_____ mills	\$ _____
6. Refunds/Abatements <sup>M</sup>	_____ mills	\$ _____
7. Other <sup>N</sup> (specify): _____	_____ mills	\$ _____
_____	_____ mills	\$ _____
<b>TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]</b>	<b>65.000</b> mills	<b>\$ 93,265</b>

Contact person: (print) Diane K Wheeler Daytime phone: (303) 689-0833  
Signed: Diane K Wheeler Title: District Accountant

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 866-2156.

<sup>1</sup> If the taxing entity's boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.  
<sup>2</sup> Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's final certification of valuation).

**CERTIFICATION OF TAX LEVIES, continued**

**THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.).** Taxing entities that are Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

**CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:**

**BONDS<sup>J</sup>:**

- |    |                   |  |
|----|-------------------|--|
| 1. | Purpose of Issue: | \$3,215,000 General Obligation Limited Tax Bonds           |
|    | Series:           | 2018A  |
|    | Date of Issue:    | August 23, 2018  |
|    | Coupon Rate:      | 5.625%   |
|    | Maturity Date:    | August 1, 2048   |
|    | Levy:             | 49.750   |
|    | Revenue:          | \$71,383   |
|    |                   |  |
| 2. | Purpose of Issue: | \$508,000 Subordinate General Obligation Limited Tax Bonds |
|    | Series:           | 2018B  |
|    | Date of Issue:    | August 23, 2018  |
|    | Coupon Rate:      | 7.875%   |
|    | Maturity Date:    | August 1, 2048   |
|    | Levy:             | 0  |
|    | Revenue:          | \$0  |

**CONTRACTS<sup>K</sup>:**

- |    |                      |       |
|----|----------------------|-------|
| 3. | Purpose of Contract: | _____ |
|    | Title:               | _____ |
|    | Date:                | _____ |
|    | Principal Amount:    | _____ |
|    | Maturity Date:       | _____ |
|    | Levy:                | _____ |
|    | Revenue:             | _____ |
|    |                      |       |
| 4. | Purpose of Contract: | _____ |
|    | Title:               | _____ |
|    | Date:                | _____ |
|    | Principal Amount:    | _____ |
|    | Maturity Date:       | _____ |
|    | Levy:                | _____ |
|    | Revenue:             | _____ |

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

## FORM OF CHANGE ORDER

Change Order No: 02	Date Issued: November 29, 2018
Name of Agreement: 2018 Landscape Maintenance Services	
Date of Agreement: December 1, 2017	District(s): Two Bridges Metropolitan District
Other Party/Parties:	

**CHANGE IN SCOPE OF SERVICES (describe):**

Install outdoor message board per enclosed Extra Work Proposal.

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: <i>Ashley Friskie</i>
By: <i>Ashley Friskie</i> District <i>District Manager</i>

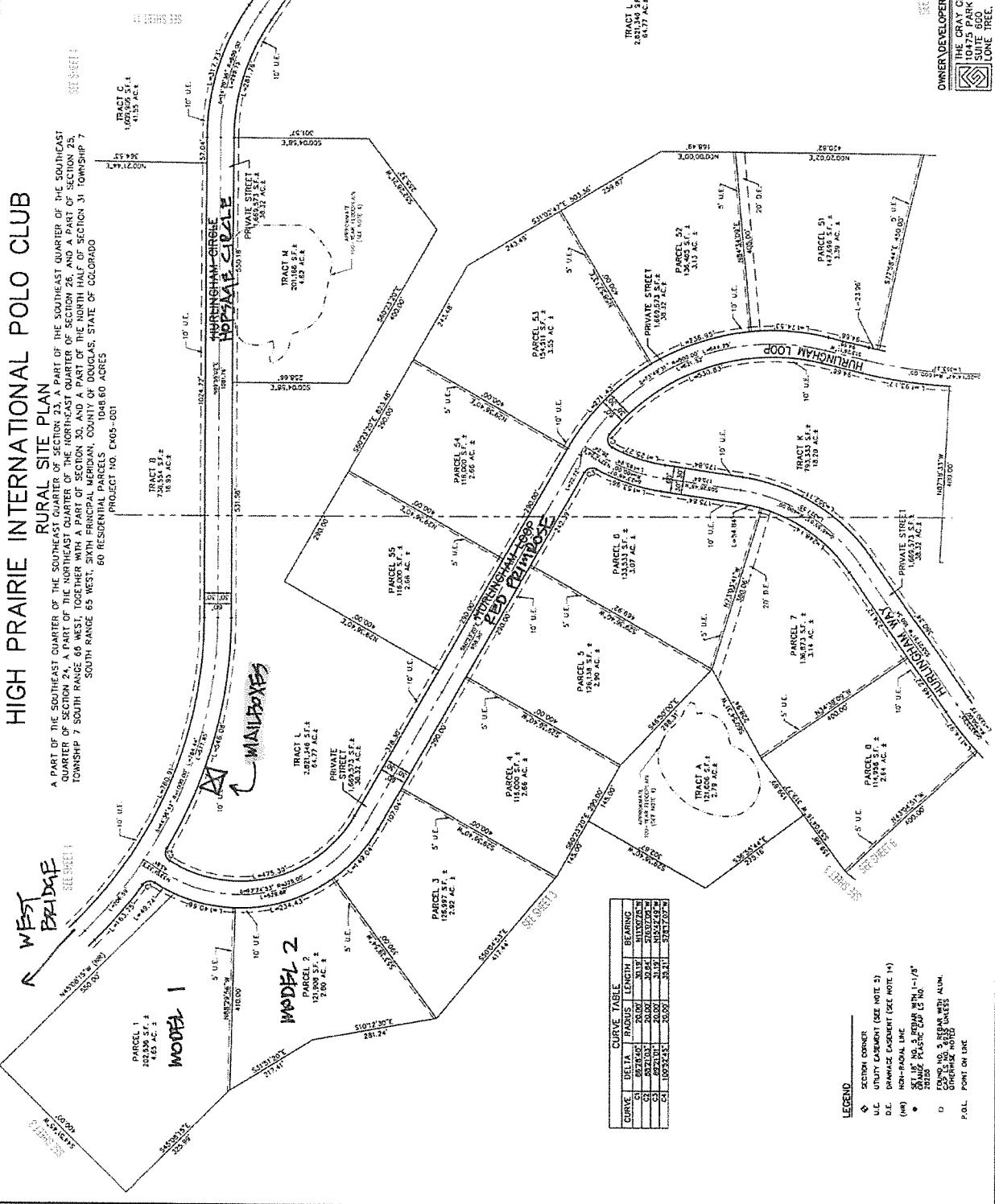
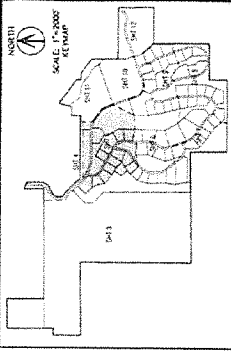
APPROVED:
By:
Consultant





# HIGH PRAIRIE INTERNATIONAL POLO CLUB RURAL SITE PLAN

A PART OF THE SOUTHEAST QUARTER OF SECTION 24, A PART OF THE NORTH-EAST QUARTER OF SECTION 23, A PART OF THE SOUTHWEST QUARTER OF SECTION 24, A PART OF THE NORTH-EAST QUARTER OF SECTION 26, AND A PART OF SECTION 25, TOWNSHIP 7 SOUTH RANGE 65 WEST, 66 WEST, TOGETHER WITH A PART OF SECTION 30, AND A PART OF THE NORTH HALF OF SECTION 31, TOWNSHIP 7 SOUTH RANGE 65 WEST, 66 WEST, COUNTY OF DOUGLAS, STATE OF COLORADO  
PROJECT NO. CW05-081



CURVE	DELTA	RADIUS	LENGTH	BEARING
C1	88.231 AC	20.00'	20.00'	113.027° W
C2	88.231 AC	20.00'	20.00'	266.973° E
C3	88.231 AC	20.00'	20.00'	266.973° E
C4	100.923 AC	20.00'	20.00'	266.973° E

- LEGEND**
- ◆ SECTION CORNER
  - U.E. UTILITY EASEMENT (SEE NOTE 5)
  - D.L. DRAINAGE EASEMENT (SEE NOTE 14)
  - (HW) HIGHWAY EASEMENT
  - ⊕ POINT OF BEGINNING
  - POINT OF INTERSECTION
  - POINT OF BEGINNING
  - POINT OF INTERSECTION
  - P.O.B. POINT OF BEGINNING
  - P.O.I. POINT OF INTERSECTION

**ENGINEER/SURVEYOR**  
**Carroll & Lange**  
 ENGINEERS & SURVEYORS  
 10475 PARK MEADOWS DRIVE  
 LONE TREE, CO 80124

**OWNER/DEVELOPER**  
**THE GRAY GROUP LLC**  
 10475 PARK MEADOWS DRIVE  
 LONE TREE, CO 80124

## FORM OF CHANGE ORDER

Change Order No: 03	Date Issued: December 5, 2018
Name of Agreement: 2018 Landscape Maintenance Services	
Date of Agreement: December 1, 2017	District(s): Two Bridges Metropolitan District
Other Party/Parties:	

**CHANGE IN SCOPE OF SERVICES (describe):**

Winter water new plant material at a cost of \$450 per occurrence.

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: <i>Ashley Jambri</i>
By: <i>District Manager</i>
District

APPROVED:
By:
Consultant

**SERVICE AGREEMENT FOR  
LANDSCAPE SERVICES**

---

THIS SERVICE AGREEMENT FOR LANDSCAPE SERVICES (“**Agreement**”) is effective as of the 19<sup>th</sup> day of February, 2019, 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 “**Service Provider**”) (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 Service Provider 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 Service Provider 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. SERVICE PROVIDER DUTIES AND AUTHORITY**

1.1 Duties of Service Provider. The Service Provider shall:

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

(b) Be properly qualified to perform the Services. The Service Provider 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 Service Providers 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 Service Provider shall be obligations of the Service Provider and the Service Provider shall hold the District harmless therefrom.

#### 1.2 Limitations on Authority.

(a) The Service Provider 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 Service Provider shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Service Provider 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 Service Provider or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Service Provider 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 Service Provider for the Services performed as provided herein. The District shall not be responsible for the Service Provider's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Service Provider is not entitled to workers' compensation benefits and the Service Provider is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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. Service Provider agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Service Provider 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 Service Provider fails to execute any documents required under this Section 1.6, then Service Provider 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 Service Provider shall be paid as set forth in **Exhibit A** attached hereto, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit C** ("Change Order").

2.2 Monthly Invoices and Payments. The Service Provider 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 Service Provider 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, 2019**.

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 Service Provider at least thirty (30) days prior to the effective date of such termination. The Service Provider 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 Service Provider for all Services satisfactorily performed through the termination date.

#### IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Service Provider 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 Service Provider and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Service Provider 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 Service Provider shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Service Provider shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Service Provider’s cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Service Provider. The Service Provider shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Service Provider shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers’ Compensation Insurance required below, the Service Provider 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 Service Provider 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 Service Provider'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 non-owned 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 Service Provider fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Service Provider and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Service Provider, and the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider from any obligations, responsibilities or liabilities under this Agreement.

## V. MISCELLANEOUS

5.1 Assignment. The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider shall be for the sole and exclusive benefit of the District and the Service Provider.

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  
c/o Special District Management Services Inc.  
141 Union Blvd., Suite 150  
Lakewood, CO 80228  
Phone: 303-987-0835  
E-mail: pripko@sdmsi.com  
Attn: Peggy Ripko

With a Copy To: Spencer Fane LLP  
1700 Lincoln Street, Suite 2000  
Denver, CO 80203  
Attn: George M. Rowley  
(303) 839-3734

To Service Provider: 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 Service Provider 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.

Service Provider:

Metco Landscape, Inc.

By: Just Ball  
Its: Branch Manager

STATE OF COLORADO

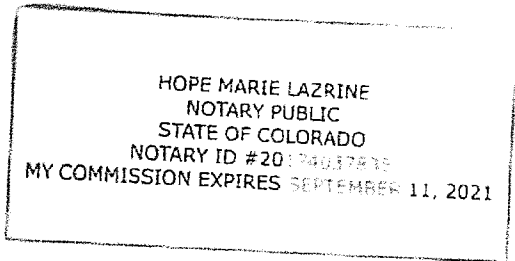
COUNTY OF Denver

ss.

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of FEBRUARY, 2019, by Hope Marie Lazrine as Branch Manager of Metco Landscape, LLC.

Witness my hand and official seal.

My commission expires: 9-11-2021



Hope Marie Lazrine  
Notary Public

District:  
**TWO BRIDGES METROPOLITAN DISTRICT**

By: [Signature]  
President David Lemnah

STATE OF COLORADO

COUNTY OF DOUGLAS

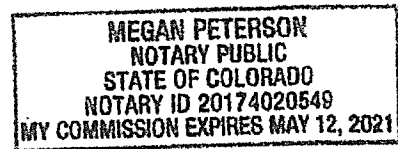
ss.

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of FEBRUARY, 2019, by DAVE LEMNAH as PRESIDENT of TWO BRIDGES Metropolitan District.

Witness my hand and official seal.

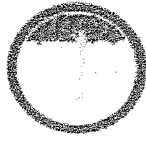
My commission expires: MAY 12, 2021

Megan Peterson  
Notary Public



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

See attached.



METCO LANDSCAPE, INC.

TWO BRIDGES  
LANDSCAPE MAINTENANCE PROPOSAL

2019 SERVICES

SERVICE	2/1/19	12/31/19
	FREQUENCY	TERM
MOW, TRIM, BLOW - IRRIGATED TURF AREAS	26	APRIL - OCTOBER
EDGING - IRRIGATED TURF AREAS (BI-WEEKLY)	24	APRIL - OCTOBER
LITTER PICK UP - LANDSCAPED AREAS (SUMMER)	26	APRIL - OCTOBER
LITTER PICK UP - LANDSCAPED AREAS (WINTER)	24	JAN-MAR/NOV-DEC*
MANUAL WEED CONTROL - LANDSCAPED BEDS	26	APRIL - OCTOBER
CHEMICAL WEED CONTROL - LANDSCAPED BEDS, SIDEWALKS AND CURB CUTTER	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	1	OCTOBER
WINTER WATER	6	JAN-MAR/NOV-DEC*
SITE INSPECTIONS	12	JAN - DEC 19
<b>TOTAL CONTRACT PRICE:</b>		<b>\$22,020.00</b>
<b>MONTHLY PAYMENT AMOUNT February thru December 2019</b>		<b>\$2,002.00</b>

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/CNWRAP	UPON APPROVAL	T & M
WINTER WATERING EACH	UPON APPROVAL	T & M
LARGE DEBRIS REMOVAL	UPON APPROVAL	T & M

**EXHIBIT B**  
**CERTIFICATION OF SERVICE PROVIDER**

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Service Provider hereby certifies to the District that the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Service Provider 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 Service Provider 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 Service Provider obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Service Provider shall:

(a) Notify the subcontractor and the District within three (3) days that the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Service Provider 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 Service Provider to the Colorado Secretary of State, as required by law.

**EXHIBIT C**  
**FORM OF CHANGE ORDER**

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

<b>CHANGE IN SCOPE OF SERVICES (describe):</b>
--

<b>CHANGE IN AGREEMENT PRICE:</b>	<b>CHANGE IN TERM OF AGREEMENT:</b>
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:

<b>APPROVED:</b>	<b>APPROVED:</b>
By: _____	By: _____
District	Service Provider



Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Manual
1171							
12/10/2018	CMS Environmental Solu	79006	Landscape and Maintena	1-702	345.00	345.00	
Total 1171:						345.00	
1172							
12/10/2018	Colorado Lighting, Inc	393010	Landscape and Maintena	1-702	45.00	45.00	
Total 1172:						45.00	
1173							
12/10/2018	Colorado Special District	19W61229-2595	Prepaid Expenses	1-143	350.00	350.00	
Total 1173:						350.00	
1174							
12/10/2018	HBSCO, LLC	746026	Trash and Recycling	1-735	15.50	15.50	
12/10/2018	HBSCO, LLC	753058	Trash and Recycling	1-735	62.00	62.00	
Total 1174:						77.50	
1175							
12/10/2018	Metco Landscape Inc.	SM161331	Landscape and Maintena	1-702	1,630.00	1,630.00	
12/10/2018	Metco Landscape Inc.	SM162532	Landscape and Maintena	1-702	1,630.00	1,630.00	
Total 1175:						3,260.00	
1176							
12/10/2018	Special Dist Management	40011	Management	1-680	3,551.16	3,551.16	
12/10/2018	Special Dist Management	40011	Accounting	1-612	1,726.20	1,726.20	
12/10/2018	Special Dist Management	40011	Insurance/SDA Dues	1-670	27.40	27.40	
12/10/2018	Special Dist Management	40011	Covenant Control	1-681	1,007.00	1,007.00	
12/10/2018	Special Dist Management	40011	Office Supplies/Miscellan	1-685	79.39	79.39	
12/10/2018	Special Dist Management	41070	Management	1-680	5,017.90	5,017.90	
12/10/2018	Special Dist Management	41070	Accounting	1-612	1,219.30	1,219.30	
12/10/2018	Special Dist Management	41070	Insurance/SDA Dues	1-670	27.40	27.40	
12/10/2018	Special Dist Management	41070	Covenant Control	1-681	817.00	817.00	
12/10/2018	Special Dist Management	41070	Office Supplies/Miscellan	1-685	290.21	290.21	
Total 1176:						13,762.96	
1177							
12/10/2018	PetraBee Construction	11614	Fencing and Monumentat	3-726	33,402.46	33,402.46	
Total 1177:						33,402.46	
20001							
12/10/2018	IREA	1647 11/18	Utilities	1-712	28.95	28.95	M
Total 20001:						28.95	
20002							
12/10/2018	Xpress Bill Pay	36534	Office Supplies/Miscellan	1-685	318.80	318.80	M
Total 20002:						318.80	

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Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Manual
Grand Totals:						<u>51,590.67</u>	

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Two Bridges Metropolitan District  
December-18

	General	Debt	Capital	Totals
Disbursements	\$ 18,188.21	-	\$ 33,402.46	\$ 51,590.67
<hr/>				
<b>Total Disbursements</b>	<b>\$ 18,188.21</b>	<b>\$ -</b>	<b>\$ 33,402.46</b>	<b>\$ 51,590.67</b>

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Manual
1178							
03/04/2019	CMS Environmental Solu	80138	Landscape and Maintena	1-702	345.00	345.00	
03/04/2019	CMS Environmental Solu	81287	Landscape and Maintena	1-702	345.00	345.00	
Total 1178:						690.00	
1179							
03/04/2019	Colorado Special District	32C61229-1615	Insurance/SDA Dues	1-670	19,881.93	19,881.93	
Total 1179:						19,881.93	
1180							
03/04/2019	HBSCO, LLC	757178	Trash and Recycling	1-735	62.00	62.00	
Total 1180:						62.00	
1181							
03/04/2019	Metco Landscape Inc.	520153	Landscape and Maintena	1-702	3,560.00	3,560.00	
03/04/2019	Metco Landscape Inc.	SM163238	Landscape and Maintena	1-702	1,630.00	1,630.00	
Total 1181:						5,190.00	
1182							
03/04/2019	Special Dist Management	42830	Management	1-680	2,915.30	2,915.30	
03/04/2019	Special Dist Management	42830	Accounting	1-612	945.30	945.30	
03/04/2019	Special Dist Management	42830	Covenant Control	1-681	988.00	988.00	
03/04/2019	Special Dist Management	42830	Office Supplies/Miscellan	1-685	267.14	267.14	
03/04/2019	Special Dist Management	42830	Management	1-680	5.53	5.53	
Total 1182:						5,121.27	
20003							
03/04/2019	Xpress Bill Pay	37093	Office Supplies/Miscellan	1-685	19.00	19.00	M
Total 20003:						19.00	
Grand Totals:						30,964.20	

Two Bridges Metropolitan District  
March-19

	General	Debt	Capital	Totals
Disbursements	\$ 30,964.20	\$ -	\$ -	\$ 30,964.20
<hr/>				
<b>Total Disbursements</b>	<b>\$ 30,964.20</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,964.20</b>

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Manual
1183							
03/05/2019	CMS Environmental Solu	82065	Landscape and Maintena	1-702	345.00	345.00	
Total 1183:						345.00	
1184							
03/05/2019	Colorado Lighting, Inc	398215	Landscape and Maintena	1-702	45.00	45.00	
03/05/2019	Colorado Lighting, Inc	398440	Landscape and Maintena	1-702	261.10	261.10	
Total 1184:						306.10	
1185							
03/05/2019	Metco Landscape Inc.	520534	Landscape and Maintena	1-702	1,275.00	1,275.00	
03/05/2019	Metco Landscape Inc.	820533	Landscape and Maintena	1-702	450.00	450.00	
Total 1185:						1,725.00	
1186							
03/05/2019	Pase Contracting Inc	24382	Landscape and Maintena	1-702	443.30	443.30	
Total 1186:						443.30	
1187							
03/05/2019	Simmons & Wheeler, P.C.	23679	Accounting	1-612	1,627.50	1,627.50	
Total 1187:						1,627.50	
1188							
03/05/2019	Special Dist Management	DECEMBER 2018	Management	1-680	1,822.68	1,822.68	
03/05/2019	Special Dist Management	DECEMBER 2018	Accounting	1-612	712.40	712.40	
03/05/2019	Special Dist Management	DECEMBER 2018	Insurance/SDA Dues	1-670	27.40	27.40	
03/05/2019	Special Dist Management	DECEMBER 2018	Covenant Control	1-681	513.00	513.00	
03/05/2019	Special Dist Management	DECEMBER 2018	Office Supplies/Miscellan	1-685	144.07	144.07	
Total 1188:						3,219.55	
20004							
03/05/2019	IREA	1647 1/19	Utilities	1-712	42.60	42.60	M
Total 20004:						42.60	
20005							
03/05/2019	Xpress Bill Pay	37667	Office Supplies/Miscellan	1-685	19.40	19.40	M
Total 20005:						19.40	
Grand Totals:						7,728.45	

Two Bridges Metropolitan District

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 7,728.45	\$ -	\$ -	\$ 7,728.45
<hr/>				
<b>Total Disbursements</b>	<b>\$ 7,728.45</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,728.45</b>

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Manual
1189							
03/15/2019	CMS Environmental Solu	83328	Landscape and Maintena	1-702	345.00	345.00	
Total 1189:						345.00	
1190							
03/15/2019	HBSCO, LLC	761903	Trash and Recycling	1-735	62.00	62.00	
Total 1190:						62.00	
1191							
03/15/2019	Special Dist Management	JAN 2019	Management	1-680	1,236.00	1,236.00	
03/15/2019	Special Dist Management	JAN 2019	Accounting	1-612	706.50	706.50	
03/15/2019	Special Dist Management	JAN 2019	Audit	1-615	14.00	14.00	
03/15/2019	Special Dist Management	JAN 2019	Insurance/SDA Dues	1-670	28.00	28.00	
03/15/2019	Special Dist Management	JAN 2019	Covenant Control	1-681	712.50	712.50	
03/15/2019	Special Dist Management	JAN 2019	Office Supplies/Miscellan	1-685	147.30	147.30	
03/15/2019	Special Dist Management	JAN 2019	Management	1-680	6.52	6.52	
Total 1191:						2,850.82	
1192							
03/15/2019	Special District Associati	DUES 2019	Insurance/SDA Dues	1-670	440.72	440.72	
Total 1192:						440.72	
20006							
03/15/2019	IREA	1647 2/19	Utilities	1-712	53.77	53.77	M
Total 20006:						53.77	
20007							
03/15/2019	Xpress Bill Pay	38243	Office Supplies/Miscellan	1-685	19.40	19.40	M
Total 20007:						19.40	
Grand Totals:						3,771.71	



Two Bridges Metropolitan District  
March-19

	General	Debt	Capital	Totals
Disbursements	\$ 3,771.71	\$ -	\$ -	\$ 3,771.71
<hr/>				
<b>Total Disbursements</b>	<b>\$ 3,771.71</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,771.71</b>

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Manual
1194							
04/25/2019	Colorado Lighting, Inc	401599	Landscape and Maintena	1-702	117.06	117.06	
Total 1194:						117.06	
1195							
04/25/2019	Metco Landscape Inc.	SM164875	Landscape and Maintena	1-702	2,002.00	2,002.00	
04/25/2019	Metco Landscape Inc.	SM164876	Landscape and Maintena	1-702	2,002.00	2,002.00	
Total 1195:						4,004.00	
1196							
04/25/2019	Simmons & Wheeler, P.C.	24019	Accounting	1-612	517.50	517.50	
Total 1196:						517.50	
1197							
04/25/2019	Special Dist Management	FEB 2019	Management	1-680	435.01	435.01	
04/25/2019	Special Dist Management	FEB 2019	Accounting	1-612	336.00	336.00	
04/25/2019	Special Dist Management	FEB 2019	Covenant Control	1-681	551.00	551.00	
04/25/2019	Special Dist Management	FEB 2019	Office Supplies/Miscellan	1-685	32.48	32.48	
Total 1197:						1,354.49	
20008							
04/25/2019	IREA	1647 3/19	Utilities	1-712	23.67	23.67	M
Total 20008:						23.67	
20009							
04/25/2019	Xpress Bill Pay	38835	Office Supplies/Miscellan	1-685	19.40	19.40	M
Total 20009:						19.40	
Grand Totals:						6,036.12	

Two Bridges Metropolitan District  
April-19

	General	Debt	Capital	Totals
Disbursements	\$ 6,036.12	\$ -	\$ -	\$ 6,036.12
<hr/>				
<b>Total Disbursements</b>	<b>\$ 6,036.12</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,036.12</b>

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Manual
1193							
04/05/2019	Kamerzell Bros Well & Pu	3103	Landscape and Maintena	1-702	150.00	150.00	
Total 1193:						150.00	
1198							
04/26/2019	CMS Environmental Solu	84521	Landscape and Maintena	1-702	345.00	345.00	
04/26/2019	CMS Environmental Solu	85554	Landscape and Maintena	1-702	345.00	345.00	
Total 1198:						690.00	
1199							
04/26/2019	Colorado Lighting, Inc	403466	Landscape and Maintena	1-702	45.00	45.00	
Total 1199:						45.00	
1200							
04/26/2019	HBSCO, LLC	5289	Trash and Recycling	1-735	77.50	77.50	
04/26/2019	HBSCO, LLC	5351	Trash and Recycling	1-735	77.50	77.50	
Total 1200:						155.00	
1201							
04/26/2019	Metco Landscape Inc.	SM165390	Landscape and Maintena	1-702	2,002.00	2,002.00	
Total 1201:						2,002.00	
1202							
04/26/2019	Special Dist Management	MARCH 2019	Management	1-680	496.50	496.50	
04/26/2019	Special Dist Management	MARCH 2019	Accounting	1-612	924.00	924.00	
04/26/2019	Special Dist Management	MARCH 2019	Covenant Control	1-681	722.00	722.00	
04/26/2019	Special Dist Management	MARCH 2019	Office Supplies/Miscellan	1-685	201.43	201.43	
Total 1202:						2,343.93	
20010							
04/26/2019	IREA	4/19	Utilities	1-712	47.82	47.82	M
Total 20010:						47.82	
20011							
04/26/2019	Xpress Bill Pay	39414	Office Supplies/Miscellan	1-685	19.60	19.60	M
Total 20011:						19.60	
Grand Totals:						5,453.35	

Two Bridges Metropolitan District  
April 26th 2019

	General	Debt	Capital	Totals
Disbursements	\$ 5,453.35	\$ -	\$ -	\$ 5,453.35
<hr/>				
<b>Total Disbursements</b>	<b>\$ 5,453.35</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,453.35</b>

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



ZACHARY P. WHITE  
CASEY K. LEKAHAL  
TRISHA K. HARRIS  
HEATHER L. HARTUNG  
MEGAN J. MURPHY  
EVE M. GRINA  
ALLISON C. FOGG

OF COUNSEL:  
KRISTEN D. BEAR  
SEAN ALLEN  
GEORGE ROWLEY

March 25, 2019

Board of Directors  
Two Bridges Metropolitan District  
c/o Simmons & Wheeler, P.C.  
304 Inverness Way South, #490  
Englewood, Colorado 80112

RE: Engagement of WHITE BEAR ANKELE TANAKA & WALDRON

Dear Directors:

We are pleased to confirm our engagement as general counsel to the Two Bridges Metropolitan District (the "District").

This engagement letter provides the terms upon which White Bear Ankele Tanaka & Waldron ("WBA") will provide legal services to the District and is intended to formalize our retention/continued engagement as general counsel, as required by the applicable Rules of Professional Conduct. This letter sets forth details of the engagement, including how we propose to staff the matter, billing arrangements and certain conflict of interest understandings. Additional information about WBA can be found at [www.whitebearankele.com](http://www.whitebearankele.com).

**1. Personnel.** Legal services provided under this engagement may be performed by any lawyer at WBA. We will also use paralegals and/or other support staff as we believe to be necessary and effective in providing you with legal services.

**2. Fees, Expenses and Retainer.** Our fees for services rendered on the District's behalf will be based upon time charged using the hourly rates charged by each attorney or paralegal working on the matter. WBA's legal services are billed on an hourly basis, in increments of one-tenth of an hour, and are not contingent. Hourly rates for professionals in WBA currently range from \$200.00 to \$475.00 (attorneys) and from \$130.00 to \$200.00 (paralegals). Hourly rates are revised periodically to reflect the current cost for delivery of legal services and the fees charged for services under this engagement may change without notice. From time to time WBA prepares memoranda, agreements or other documents based upon current legislative, State and Federal law concerns that are the subject of common interest and benefit to our clients. WBA allocates the fees for this work on an equitable basis to clients who benefit from this legal work by WBA's personnel. If you do not wish to receive this information, please advise us accordingly. WBA contracts with other law firms for the performance of specialized services. In the event that these services are rendered on behalf of the Client, the fees and costs associated with those services will be reflected on WBA's bill.

Board of Directors  
Two Bridges Metropolitan District  
RE: Engagement of WHITE BEAR ANKELE TANAKA & WALDRON  
March 25, 2019  
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In addition to legal fees, WBA also charges for certain out-of-pocket costs incurred by us in representing you. Charges for long distance telephone calls (domestic only), conference calling services (domestic only), facsimiles (domestic only), in-office copying, ordinary postage (under \$10.00), and deliveries made by in-house staff are covered by an administrative fee, currently equal to 2.5% of the legal fees charged. This administrative fee is in lieu of itemizing those expenses and may be adjusted over time. If there are other expenses, such as filing and recording fees, computer-assisted research fees, mileage, delivery service fees, travel, meals or hotel accommodation charges, those will be billed separately. These costs are subject to the same payment terms as legal fees and are your responsibility. WBA's policy is to advance or incur expenses on a discretionary basis up to \$1,000.00, subject to your reimbursement of them in the next bill. If an expense will exceed that amount, we will ask you to pay it directly to us in advance or have you contract directly with the vendor.

WBA will not require the payment of a retainer at this time, but we reserve the right to require a retainer if deemed necessary by WBA or if you fail to timely pay invoices.

**3. Billing.** Generally, invoices for fees and expenses will be submitted to you monthly and are due upon receipt. If an invoice remains unpaid after thirty (30) days, we will consider it in default and you agree that we may charge a late fee on all amounts due and owing at the rate of one percent (1%) compounded monthly. By signature below, you agree to pay all fees, costs and expenses billed by WBA for the legal services. If payments as described above are not paid on a timely basis, WBA may withdraw from the representation in accordance with the Rules of Professional Conduct. In the event that WBA is compelled to resort to collection of your account, which may or may not include litigation, you agree that your obligations to WBA shall include payment of all costs and expenses of such collection efforts, including court fees and costs, attorneys' fees and out-of-pocket expenses.

**4. Attorney-Client Relationship.** In performing our services as general counsel to the District, the District will be our client. We will represent the interests of the District, acting through its duly authorized management and at the Board of Directors' (the "Board" or "Directors") direction. We do not represent the interests of any of the Board, the Directors individually, or the District's employees. Nothing in this engagement agreement and nothing in our statements to you will be construed as a guarantee or promise about the outcome of any matter which WBA may handle on your behalf. Our comments about the outcome of your matters or any phase thereof are expressions of opinion only. Further, neither WBA nor any of its attorneys or employees shall be employed, retained, or otherwise categorized as a "municipal advisor" to the District as such term is defined in the 15 U.S.C. 78o-4(e)(4)(c), as amended by the Dodd/Frank Act (the "Act"), or any rules promulgated by the Securities and Exchange Commission under the Act. Any comments or advice provided by WBA or its attorneys regarding the issuance of securities by the District shall be solely of a "traditional legal nature", as permitted under the Act. Throughout the attorney-client relationship, the District consents to the use of the District's name and public information relating to the District's transactions on WBA's website or in other marketing materials.

**5. Conflicts of Interest.** We have performed an internal review for potential conflicts of interest based upon information you have provided to us and we find none at this time. If any are discovered in the future, we will discuss our continued engagement with you.

WBA represents many other local governments and municipal clients that may be viewed as competing with the District. Simultaneous representation in unrelated matters of clients whose interests are only economically adverse, such as representation of competing economic enterprises in unrelated transactions, does not ordinarily constitute a conflict of interest that requires consent of the respective clients.

**6. Document Retention.** WBA maintains its client files electronically and ordinarily does not keep separate paper files. We will scan documents you or others send to us related to your work to our electronic file and will ordinarily maintain the electronic version throughout the term of our engagement or, in some instances, while a particular matter or project is pending. Unless you instruct us otherwise, with limited exceptions for certain documents such as original real property deeds and promissory notes, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us. Following the conclusion of our services, we will return the District's files to the District upon request, unless WBA has not received payment of all outstanding fees and costs, in which case WBA reserves the right to withhold them until payment is made. Otherwise, no sooner than thirty (30) days after the conclusion of our services, we may destroy the files. Please note that if WBA is designated as the public records custodian for the District pursuant to §§24-72-202, *et seq.*, C.R.S., WBA will maintain all public records in accordance with any duly approved and adopted retention and destruction policy of the District and the Colorado State Archives or similar regulatory body.

**7. Termination.** You will have the right to terminate our representation at any time. Whether you terminate the representation or we terminate the representation for reasons set forth in the Rules of Professional Conduct, including nonpayment of legal fees and expenses, all fees incurred for services rendered through the date of termination, as well as all costs and expenses incurred by us on your behalf, must be paid within ten days of receipt of our final statement. We reserve the right to charge for any extraordinary work required in connection with the orderly transition of pending matters to new counsel. Upon conclusion of our services, whether due to termination or completion of the work, we will not thereafter be responsible for legal matters for which our services have not been specifically requested and we have agreed to perform in writing.

**8. Arbitration of Disputes.** If a dispute arises regarding our services or fees set forth in this engagement letter or any prior engagement letter between you and WBA, any fee dispute will be decided by the Colorado Bar Association Legal Fee Arbitration Committee in Denver, Colorado. There is no charge for the dispute resolution services provided by the Legal Fee Arbitration Committee and each party will pay its own costs and expenses. If, either in addition to a pending fee dispute or in the absence of one, any other dispute or claim of any type or nature arises with respect to services rendered pursuant to this engagement agreement set forth in this engagement letter or any prior engagement letter between you and WBA, including, without limitation, a claim for legal malpractice, it will be decided by the Judicial Arbitrator Group in Denver, Colorado by a single arbitrator to be mutually agreed to by the parties. Each party will be responsible for paying one half



Board of Directors  
Two Bridges Metropolitan District  
RE: Engagement of WHITE BEAR ANKELE TANAKA & WALDRON  
March 25, 2019  
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of all fees and expenses charged by the arbitrator. The parties recognize that by agreeing to arbitration as the method for dispute resolution, they: relinquish the right to bring an action in court and seek remedies available in court proceedings, including the extensive discovery rights typically permitted in judicial proceedings; waive the right to a jury trial acknowledge the arbitrator's award is not required to include factual findings or legal reasoning; and acknowledge that any party's right to appeal or seek modification of the award is strictly limited and the award is final and binding on the parties.

**9. Employment Eligibility.** WBA hereby states that it does not knowingly employ or contract with an illegal alien, and that WBA has participated in or has attempted to participate in the E-Verify program pursuant to §§8-17.5-101, *et seq.*, C.R.S., in order to verify that it does not employ any illegal aliens.

**10. Representative Client Lists.** WBA currently maintains a website, firm résumé, and other materials for use with current and potential clients and for marketing purposes. Execution of this engagement letter provides your consent to WBA's use of the District's name as a representative client of WBA on our website, firm résumé, and other materials.

If you are in agreement with the foregoing terms of this engagement and it meets your understanding of the professional relationship we have established, please have an authorized representative of the District sign and return a copy of this letter to our office at your earliest convenience. By signing below, you acknowledge that you have been given the opportunity to discuss this engagement letter with another attorney or any other person of your choosing.

We look forward to working with you and will commit the necessary resources of WBA to meet your needs. Our efforts will always be to ensure that our relationship is based on open and honest communication regarding these matters. If at any time you have questions concerning our representation, please feel free to contact us immediately.

Sincerely,

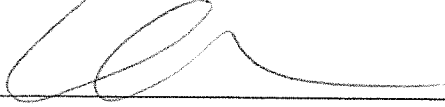
WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

*White Bear Ankele Tanaka & Waldron*

JGT:ecs

Board of Directors  
Two Bridges Metropolitan District  
RE: Engagement of WHITE BEAR ANKELE TANAKA & WALDRON  
March 25, 2019  
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APPROVED, ACCEPTED AND AGREED TO BY:  
Two Bridges Metropolitan District



\_\_\_\_\_  
Signature

Printed Name: David Lemnath

Position: President

Date: 4/2/19



Civil Engineering  
Surveying & Geospatial Services  
Water Resources Management  
GIS Services  
Construction Management

July 9, 2019

Judy Leyshon  
Two Bridges Metropolitan District  
141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228

**RE: PROPOSAL FOR GIS SERVICES  
ON-CALL SERVICES  
DOUGLAS COUNTY, COLORADO**

Dear Ms. Leyshon

We appreciate the opportunity to submit a proposal to provide GIS services to Two Bridges Metropolitan District (Client) for on-call services. Manhard Consulting, Ltd. (Manhard) will provide GIS services on an On-Call basis, as requested by the Client, which may include any GIS-related tasks such as GIS training, data processing and management, data creation and map production. Manhard will provide the following services:

### **SCOPE OF SERVICES**

#### **ON-CALL SERVICES**

GIS services will be provided on a time and materials basis as requested by the Client. Services may include common GIS tasks such as map production, data creation, data collection and data analysis.

**TIME & MATERIALS**

#### **REIMBURSABLE EXPENSES**

Reimbursable expenses shall include outside consultant's fees, reproduction costs, messenger or special mail service, mileage or other project-related expenses. These items will be billed on a Time & Materials basis per the General Terms and Conditions of this proposal. Based upon Manhard's past experience, the Client can expect direct reimbursable expenses to be approximately 5% of the consultant fees. No guarantee is given for any specific cost of direct reimbursable expenses.

**TIME & MATERIALS**

Reimbursable expenses shall mean one hundred eighteen percent (118%) of all costs incurred by Manhard relative to the Project, including without limitation all outside consultants' fees, reproduction costs, messenger or special mail service, mileage and other Project-related expenses.

We have included "Exhibit A", which identifies Manhard's hourly rate schedule.

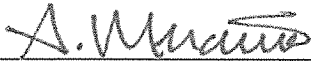
The terms of the attached "General Terms & Conditions" dated January 26, 2015, which Client hereby acknowledges receiving, are incorporated and made a part of this Proposal. The fees for all services to be completed that are not authorized to begin by December 31, 2019 will be increased by 5 percent per annum. If the above is acceptable, please have this Proposal executed. We will begin work as soon as we receive an executed copy of this Proposal. This Proposal will be null and void if not accepted by September 9, 2019.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

Thank you again for the opportunity to submit this Proposal. Should you have any questions, please do not hesitate to contact us.

Yours truly,

**MANHARD CONSULTING**



Project Manager

The undersigned is the (a) \_\_\_\_\_ actual owner of record of the property; (b) \_\_\_\_\_ authorized agent of the owner of the property; (c) \_\_\_\_\_ contract purchaser of the Property; (d) \_\_\_\_\_ general contractor (e) \_\_\_\_\_ uncertain.

If (b), (c), (d) or (e) is checked, the property owner's name and address is \_\_\_\_\_.

ACCEPTED: **TWO BRIDGES METROPOLITAN DISTRICT**

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Representative)

Invoices will be sent to the Client via email.  
Invoices should be forwarded to:

\_\_\_\_\_  
(Printed Name)

Name: \_\_\_\_\_

TITLE: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

January 26, 2015

1. **ONE INSTRUMENT/INCONSISTENCIES** – These GENERAL TERMS AND CONDITIONS, and the Manhard PROPOSAL to which these terms are attached (collectively this “Agreement”) shall be deemed one instrument. Wherever there is a conflict or inconsistency between the provisions of these GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications, as applicable, the provisions provided for in these GENERAL TERMS AND CONDITIONS shall, in all instances, control and prevail. These GENERAL TERMS AND CONDITIONS shall apply to the work provided in the PROPOSAL to which this is attached or an amendment or modification, including an AGREEMENT FOR ADDITIONAL SERVICES.
2. **ENTIRE AGREEMENT** – These GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications represent the entire Agreement between the Parties and supercedes any and all prior oral or written understandings between the Parties. Changes to these GENERAL TERMS AND CONDITIONS shall only be binding when in writing and agreed to by both parties.
3. **MEDIATION** – All disputes between relating to this Agreement or the Project (as defined in the Proposal) shall first be submitted to mediation with a mediator selected by the Parties. The costs of the mediator shall be split evenly between Client and Manhard. If the Client and Manhard cannot agree on a mediator, then each of Client and Manhard shall nominate a mediator and the two nominated mediators shall select the ultimate mediator. Client and Manhard shall include a similar mediation provision in all of their respective agreements with other parties regarding the Project and will require all such other persons or entities to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers and fabricators. Such mediation shall be a condition precedent to a party filing any judicial or other proceeding against the other, except with regard to delinquent fees owed to Manhard.
4. **AUTHORIZATION TO SIGN** – The person signing this Agreement represents and warrants that he/she is signing this Agreement on behalf of the Client and is authorized to enter into this Agreement on the Client’s behalf.
5. **BREACH AND COST OF COLLECTION** – In the event Client breaches the terms of this Agreement, Manhard shall be entitled, in addition to the specific remedies provided for in this Agreement, to pursue all remedies available at law or in equity. Client further agrees that Manhard shall be entitled to recover all costs incurred in enforcing any provision of this Agreement, including court costs and reasonable attorney’s fees. All payments received from the Client will be credited first to interest, then to the cost of enforcement, and then to the amount due to Manhard.
6. **CHANGES IN REGULATORY ENVIRONMENT** – The services provided by Manhard under this Agreement were determined based upon the applicable municipal, county, state and/or federal regulations, codes, laws and requirements that were in existence on the date of this Agreement. Any material additions, deletions or changes in the regulatory environment, which require an increase in the scope of services to be performed, will be an Additional Service.
7. **CONTROLLING LAW** – This Agreement is to be governed by the laws of the State of Illinois.
8. **CURE PERIOD** – If during the project term, Client observes or becomes aware of any improper service which has been provided by Manhard, Client agrees to immediately notify Manhard of the same, in writing. Manhard shall then have five working days to cure, or begin to cure in a diligent manner, such improper service before Client may exercise its rights under any default and remedy provision provided for in this Agreement, including the right to take corrective action prior to the termination of the cure period. If Client fails to notify Manhard of any defects within thirty (30) working days of learning of the defects, any objections to Manhard’s work shall be waived. Manhard will not accept any backcharges unless Client has complied with the foregoing and allowed Manhard the opportunity to cure any problem.
9. **DELAYS** – Client agrees that Manhard shall not be responsible for damages arising directly from any delays for causes beyond Manhard’s control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes, severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the Client or the Client’s contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if delays resulting from any such causes increase the cost or time required by Manhard to perform its services in an orderly and efficient manner, Manhard shall be entitled to an equitable adjustment in schedule and/or compensation.
10. **ENGINEER’S OPINION OF PROBABLE COST** – Manhard’s Opinions of Probable Cost provided for herein, if applicable, are to be made on the basis of Manhard’s experience and qualifications and represents Manhard’s judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, because Manhard has no control over the cost of labor, materials, equipment or services furnished by others, the Contractor’s methods of determining prices, or competitive bidding or market conditions, Manhard cannot and does not warrant, represent or guarantee that proposals, bids or actual construction cost will not vary from Manhard’s Opinions of Probable Cost. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator.
11. **INDEMNITY** – To the fullest extent permitted by law, the Client shall waive any right of contribution and shall indemnify and hold harmless Manhard, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to, attorneys’ fees, arising out of or resulting from or in connection with the performance of the work which results from Client’s negligence or the negligence of Client’s agents. This indemnity shall not require the Client to indemnify Manhard for the negligent acts of Manhard or its agents.  
  
To the fullest extent permitted by law, Manhard shall waive any right of contribution and shall indemnify and hold harmless the Client, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from or in connection with the performance of the work which results from Manhard’s negligence or the negligence of Manhard’s agents. This indemnity shall not require Manhard to indemnify the Client for the negligent acts of the Client or its agents.
12. **MANHARD’S INSURANCE COVERAGE** – Before work is commenced on the site, and throughout the duration of the project, Manhard shall maintain the following insurance coverage so as to indemnify Client from all claims of bodily injury or property damage that may occur from Manhard’s negligence:
  - a. Workmen’s compensation and occupational disease insurance covering all employees in statutory limits who perform any obligations assumed under Contract.

- b. Public liability and property damage liability insurance covering all operations under contract; the limits for bodily injury or death not less than \$2,000,000 for each accident; for property damage, not less than \$500,000 for each accident.
- c. Automobile liability insurance on all self-propelled vehicles used in connection with the Project, whether owned, non-owned or hired; public liability limits of not less than \$1,000,000 for each accident.

At the Client's request, Manhard shall (i) provide a Certificate of Insurance evidencing Manhard's compliance with the above requirements, and (ii) include Client as an "additional insured" on the insurance policy.

13. **LIMITATION OF MANHARD'S LIABILITY** – In recognition of the relative risks of the Project to the Client and Manhard, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Manhard and Manhard's consultants to Client, to Contractor and any Subcontractors on the Project and to those claiming by or through Client for any and all claims, losses, costs, damages or claim expenses from any cause or liability of Manhard's or Manhard's consultants to all of those named herein with respect to the Project shall not exceed \$50,000.00 or the agreed upon professional services fee, whichever is greater. Should Client desire a greater limitation of liability it is available for an additional fee as agreed to in writing by Client and Manhard.

Client acknowledges and understands that Manhard's liability exposure for potential claims related to its performance of services is being specifically limited by this Agreement, and that Client's potential recovery in a claim situation is limited to the amount herein. Client agrees that based upon Manhard's fee and services, it is unreasonable to hold Manhard responsible for liability exposure greater than the set limit.

14. **INFORMATION TO BE PROVIDED TO MANHARD** – Client agrees to provide Manhard with such site information as may be needed to enable Manhard to perform its services. Such information may include but shall not be limited to: latest plat of record; current title report and the documents contained therein; previous reports; title search report/chain-of-title documents; copies of environmental permits, registrations, liens, or cleanup records for the property; building plans and specifications; location, elevation and sizes of existing gas, telephone, electrical, street lighting and cable television lines on-site and off-site; boundary survey; wetland delineation; soil borings; archaeological phase 1 survey; first floor foundation plan and such other information as may be requested by Manhard, from time to time. Client shall not be responsible for providing site information which Manhard has specifically agreed to provide in its Proposal.
15. **MANHARD'S RELIANCE ON INFORMATION PROVIDED** – Manhard may rely on the accuracy and completeness of any information furnished to Manhard by or on Client's behalf. Furthermore, Client agrees to hold Manhard harmless from any engineering errors, including but not limited to, grading, earthwork analysis and off-site stormwater outlets, resulting from inaccurate site information which is provided by Client, including topographical surveys which have been prepared by consultants other than Manhard.
16. **PAYMENT** – Invoices will be submitted to the Client for payment on a monthly basis as the work progresses. Invoices are due within thirty days of rendering. Within thirty days of receipt of Invoice, Client shall examine the invoice in detail to satisfy themselves as to its accuracy and completeness and shall raise any question or objection that Client may have regarding the invoice within this thirty-day period. After sixty (60) days from receipt of invoice, Client waives any question or objection to the invoice not previously raised. If Client fails to make any payment due Manhard for services and expenses within thirty days after receipt of Manhard's invoice therefore, the amounts due Manhard will be increased at the rate of 1.0 percent per month (or the maximum rate of interest permitted by law, if less), from said thirtieth day. In addition, Manhard may, after giving notice to Client, suspend services under this Agreement until Manhard has been paid in full all amounts due for services, expenses and charges. In the event Manhard elects to suspend its services, and after receipt of payment in full by Client, Manhard shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Manhard to resume performance. In addition, prior to commencing such services, Manhard shall have the right, from time to time, to require Client to provide a retainer payment for services to be rendered. Manhard shall have no liability to Client for any costs or damages incurred as a result of such suspension that is caused by Client.
17. **PERMITS & FEES** – Unless the proposal specifically provides otherwise, Client shall be responsible for paying all application and permit fees and obtaining all permits. Manhard does not warrant, represent or guarantee that the permits or approvals will be issued.
18. **RIGHTS-OF-WAY & EASEMENTS** – Client shall be responsible for obtaining (or vacating) all right-of-way, easements, real covenants and/or agreements necessary for the proper development of the property, including but not limited to right-of-way and easements which may be necessary for roadway and access improvements; stormwater conveyance and detention; sanitary sewer collection, pumping and treatment facilities; water distribution, treatment or storage facilities; and temporary construction access.
19. **SEVERABILITY** – If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
20. **STANDARD OF CARE** – Manhard will strive to perform its services in accordance with a manner consistent with the level of care and skill ordinarily exercised by other Design Professionals in the same locale.
21. **TERMINATION** – This Contract shall terminate at the time Manhard has completed its services for Client, or prior to that time, if one party provides to the other party written notice, whereby such termination date shall be effective seven (7) days after receipt of such notice. Client agrees to pay for all services, expenses and charges, as agreed, which have been incurred by Manhard through the date of termination.
22. **THIRD PARTY BENEFICIARY** – If Client is a contractor for the owner of the property, the parties acknowledge that Manhard is intended to be a third party beneficiary of the construction contract entered into between owner and Client.
23. **USE OF DOCUMENTS AND ELECTRONIC DATA** – All documents (including drawings and specifications) as well as electronic data (including designs, plans or data stored in machine readable form) that are provided to Client are instruments of service with respect to the Project. Manhard grants an irrevocable non-exclusive license to the Client relative to the Client's use of the documents in connection with the Project. Client agrees not to reuse or make any modification to the documents without the prior written authorization of Manhard. The authorized reproduction of the documents/electronic data from Manhard's system to an alternate system cannot be accomplished without the introduction of inexactitudes, anomalies and errors, and therefore, Manhard cannot and does not make any representations regarding such compatibility. With respect to such reproduction or unauthorized use, Client agrees to indemnify and hold Manhard harmless from all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising from Client's unauthorized use, misuse, modification or misinterpretation of the documents or electronic data.

24. **WAIVER OF CONSEQUENTIAL DAMAGE** – Client and Manhard mutually agree to waive all claims of consequential damages arising from disputes, claims or other matters relating to this Agreement.

25. **MANHARD'S SITE VISITS** – If requested by Client or as required by the Proposal, Manhard shall visit the site at intervals appropriate to the various stages of construction as Manhard deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work. Construction staking or survey control staking is not considered a site visit. Such visits and observations by Manhard are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve inspections of the work beyond the responsibilities specifically assigned to Manhard in this Agreement, but rather are to be limited to spot checking, and similar methods of general observation of the work based on Manhard's exercise of professional judgment. Based on information obtained during such visits and such observations, Manhard shall endeavor to determine in general if such work is proceeding in accordance with the contract documents and Manhard shall keep Client informed of the progress of the work.

The purpose of Manhard's visits to the site will be to enable Manhard to better carry out the duties and responsibilities assigned to and undertaken by Manhard hereunder including, but not limited to, visits during the Construction Phase and the Surveying Phase. Manhard shall not, during such visits or as a result of such observations of work in progress, supervise, direct or have control over the work, nor shall Manhard have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work, for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to the furnishing and performing the work or authority to stop the work. Accordingly, Manhard neither guarantees the performance of any contractor(s) nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract documents. Should the Client determine that such service is necessary, Manhard will provide such services as the resident project representative as an Additional Service.

Manhard shall not have the authority to instruct any contractor to suspend or terminate its work on the Project. Manhard shall not be responsible for the acts or omissions of any contractor(s), or of any subcontractor(s), any supplier(s), or of any other person or organization performing or furnishing any of the work.

26. **DESIGN WITHOUT CONSTRUCTION ADMINISTRATION** – It is understood and agreed that Manhard's basic services under this Agreement do not include project observation or review of the Client's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of any contract documents and for construction observation, and the Client waives any claims against Manhard that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Manhard, its officers, directors, employees and subconsultants (collectively, Manhard) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to any contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Manhard. If the Client requests in writing that Manhard provide any specific construction phase services and if Manhard agrees in writing to provide such services, then Manhard shall be compensated for Additional Services as provided in Exhibit A.



EXHIBIT A

SCHEDULE OF TIME  
AND MATERIAL RATES FOR 2019

<u>CATEGORY</u>	<u>CURRENT HOURLY RATES</u>
President	\$200.00
Executive Vice President	\$200.00
Vice President	\$190.00
Operations Manager	\$175.00
Senior Project Manager	\$160.00 - \$215.00
Director	\$155.00
Project Manager	\$140.00 - \$150.00
Project Engineer	\$115.00 - \$140.00
Senior Design Technician	\$120.00
Staff Engineer	\$95.00 - \$105.00
Design Technician	\$93.00 - \$110.00
Engineering CADD/G.I.S. Technician	\$60.00 - \$110.00
Senior Planner	\$125.00 - \$180.00
Staff Planner	\$80.00 - \$120.00
Landscape Designer/Architect	\$85.00 - \$150.00
Senior Construction Manager	\$135.00
Project Surveyor	\$125.00
Construction Manager/Coordinator	\$105.00 - \$118.00
Staff Surveyor	\$110.00
Survey/Construction Technician	\$90.00
Construction Inspector	\$70.00 - \$90.00
High Definition Scanning Technician	\$110.00
High Definition Scanner	\$80.00
UAV Technician	\$110.00
UAV	\$40.00
1-Person Crew	\$135.00
2-Person Crew	\$178.00
Administrative Assistant	\$60.00
Intern	\$50.00
Expert Testimony & Depositions	\$250.00

REIMBURSABLES

Mileage	\$0.55/mile
Printing – Paper (in-house)	\$0.15/sf
Printing – Vellum (in-house)	\$1.75/sf
Printing – Mylar, Film, (in-house)	\$2.50/sf

## Lisa Hunt

---

**From:** Peggy Ripko  
**Sent:** Tuesday, July 16, 2019 1:10 PM  
**To:** Judy Leyshon; Lisa Hunt  
**Subject:** FW: TBMD Weed mitigation  
**Attachments:** Native Mow Lots.pdf

Can you please add to the TBMD board meeting agenda for next week?

Peggy Ripko, CAM  
Community Management Division Manager  
Special District Management Services, Inc.  
141 Union Boulevard, Suite 150  
Lakewood, CO 80228-1898  
[pripko@sdmsi.com](mailto:pripko@sdmsi.com)  
Phone: 303-987-0835 ext 210

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-----Original Message-----

**From:** Bill Barr <[BillB@metcolandscape.com](mailto:BillB@metcolandscape.com)>  
**Sent:** Tuesday, July 16, 2019 10:10 AM  
**To:** Peggy Ripko <[pripko@sdmsi.com](mailto:pripko@sdmsi.com)>  
**Subject:** RE: TBMD Weed mitigation

Good Morning Peggy,

Enclosed is a proposal for that Native Weed Spray. I figure with the mapping you sent the area is about 122 acres. Let me know if you would like to get it done.

Respectfully,

Bill Barr  
Account Manager  
METCO LANDSCAPE, INC.  
1325 W. Quincy Ave.  
Englewood, Colo. 80111  
303-421-3100  
Fax 303-421-1120  
Mobil 303-619-4047  
[billb@metcolandscape.com](mailto:billb@metcolandscape.com)

-----Original Message-----

From: Peggy Ripko <pripko@sdmsi.com>  
Sent: Monday, June 24, 2019 9:45 AM  
To: Bill Barr <BillB@metcolandscape.com>  
Cc: Judy Leyshon <jleyshon@sdmsi.com>  
Subject: TBMD Weed mitigation

Hi, Bill

Attached are three maps. The first one is a very simple map of what district tracks need to be done (orange) and what home lots need to be done (green). The areas with the 'x' are the ones that nothing needs to be done on.

The other two are a map of the sold homes, and a page from the detailed rural site plan.

Please provide an cost for the weed mitigation on the green lots, and confirm that the orange tracks are included in the contract.

Thanks!

Peggy Ripko, CAM  
Community Management Division Manager  
Special District Management Services, Inc.  
141 Union Boulevard, Suite 150  
Lakewood, CO 80228-1898  
[pripko@sdmsi.com](mailto:pripko@sdmsi.com)  
Phone: 303-987-0835 ext 210

The information contained in this electronic communication and any document attached hereto or transmitted herewith is confidential and intended for the exclusive use of the individual or entity named above. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any examination, use, dissemination, distribution or copying of this communication or any part thereof is strictly prohibited. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy this communication. Thank you.

-----Original Message-----

From: [specialdistrictmsi@gmail.com](mailto:specialdistrictmsi@gmail.com) <[specialdistrictmsi@gmail.com](mailto:specialdistrictmsi@gmail.com)>  
Sent: Monday, June 24, 2019 9:40 AM  
To: Peggy Ripko <pripko@sdmsi.com>  
Subject:

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TASKalfa 5551ci  
[00:17:c8:24:07:9b]  
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# Extra Work Proposal

<b>Proposal By:</b>	
Bill Barr	
Metco Landscape Inc.	
Proposal Date	7/16/2019

<b>Job Location</b>	
Two Bridges Metro District	
9355 Hurlington Loop	

<b>Submitted To:</b>	
Peggy Ripco	
SDMS Inc.	
141 Union Blvd. suite 150	
Lakewood, Colo. 80228	

<b>Accounting Information</b>	
Job #	18-10-284
AR Cust	TWOBDIST

<b>Extra work proposed as follows:</b>			
	Qty	Rate	Total
1	Native weed Spray for Lots at Two Bridges estimated for 122 acres total for 38 Lots		\$0.00
	1	\$21,150.00	\$21,150.00
			\$0.00
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			\$0.00

*\*This work does not include any modifications or repairs to the irrigation system. Any repairs will be billed at contractual T&M rates, or \$65.00/Hour plus materials if no contract is held between Metco Landscape, Inc. and the management company*

Acceptance of proposal - I have read the terms stated herein, and I hereby accept them.

Client's Signature \_\_\_\_\_ Date \_\_\_\_\_ Total \$21,150.00

**CONDITIONS OF CONTRACT***THESE CONDITIONS ARE A PART OF YOUR CONTRACT.***CONTRACT SPECIFICATIONS & LIMITATIONS**

All material is guaranteed to be as specified in this contract; Metco Landscape, Inc. only uses premium quality materials. All work shall be completed using sound practices and in a workmanlike manner and shall conform to local building codes and regulations set forth by the town in which the work is being performed. Any alteration or deviation from specifications involving extra costs will be executed only upon written confirmation, and will become an extra charge over and above the base contract price. All agreements are contingent upon accidents, weather or delays beyond our control. Our workers are fully covered by Worker's Compensation Insurance.

Unit Prices – The Base Contract price, if any is set forth, is the only guaranteed price in this contract. Any change in materials or services under the original contract may result in a change to individual unit prices and/or the Contract price.

Alternates / Time & Materials – Any work specified as an Alternate or as Time and Material will be charged as an extra to this contract and will increase the Contract price.

Scheduling – Landscape enhancement contracts accepted after October will be completed during the Fall as long as weather permits. Any work not completed in the Fall will be completed the following Spring. Work will be invoiced as items have been completed. Landscape enhancement contracts that extend into June, July or August, and include seeding, may require a delay in completion until after September 1 when newly seeded lawns will readily germinate. Sodding can be performed at any time of year for an additional charge if not already specified in the contract.

Watering and Maintenance – Metco Landscape, Inc. will perform watering of all new and/or transplanted plant material each day we are on site for the duration of a landscape enhancement contract. Metco Landscape, Inc. is not responsible for watering or maintaining plant material after completion of a landscape enhancement contract unless expressly stated in writing.

Seeding – Re-seeding or re-sodding of new grass areas may be required due to insects, diseases, mechanical damage, neglect, under watering, over watering, heavy rainfall, weather or animals. In addition, seeding that is not performed between April 1 – May 15 or September 1 – October 15 will typically require follow-up re-seeding. All such re-seeding, re-sodding, and/or re-establishment of soil is not included in the contract work, unless otherwise stated in writing, and will be charged as an extra to this contract.

**GUARANTEES**

Our guarantee is expressly conditioned upon on-time payment of invoices. This guarantee is void if payment in full has not been received within 30 days from the invoice date.

All claims for loss must be reported in writing within the one (1) year guarantee period.

Plant Material Guarantee – Metco Landscaping guarantees to replace any tree or shrub, which we purchase and plant, that dies from natural causes within a period of one year from the date of planting, provided that the Owner has fully complied with all of the terms of this contract. This guarantee is not transferable. Plant material not covered in this guarantee includes, but is not limited to, herbaceous material such as: annual flowers, bulbs, roses, perennials, groundcovers and turf or wildflower seed germination. However, for a fee equal to 8% of the cost of the herbaceous plant materials, Metco Landscaping will guarantee all herbaceous items, with the exception of annual flowers and bulbs, for one year from installation as long as the Owner has made a good faith effort to keep the plant material properly watered and cared for.

We will not guarantee plants damaged or killed by insects, mechanical damage, neglect, under watering, over watering, severe seasonal conditions, natural disasters, disease or animal damage. Plants installed in pots, planter boxes or containers are not guaranteed. Transplanted material is not guaranteed. Metco Landscape, Inc. will satisfy its responsibility under the guarantee by furnishing and installing replacement plant material of equal type and size that was originally planted. The replacement material shall be warranted for the remainder of the original guarantee period.

**TERMS OF PAYMENT/SUSPENSION OF WORK**

Invoices will be sent after the contract work is completed, or progress billings will be issued during or at the end of each month through contract completion. Accounts remaining unpaid 30 days past the invoice date will lose the plant guarantee and will be charged interest at a rate of 1.5% per month on the unpaid balance. Accounts remaining unpaid 60 days past the invoice date may result in Metco Landscaping's election to suspend work on the project. Contractor shall recover all expenses incurred in enforcing this agreement, including all collection agency charges, lein fees, court cost, attorney fees, and all expenses incurred in collecting on any judgement.

**CANCELLATION**

This contract may be cancelled by either party with a 30-day written notice should either party fail substantially to perform in accordance with the terms of the contract through no fault of the other. The notified party shall be provided an opportunity to explain and rectify the circumstances. In the event of termination, Metco Landscape, Inc. shall be compensated fully for all services performed and expenses incurred up to the date of termination. In the event of early termination of this contract, the amount paid to date will be compared to the amount that would have been charged on a time and material basis and the difference in this comparison will result in a final payment due or a refund issued.

**DISPUTES**

All disputes shall be settled by binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association.

**PHOTOGRAPHY**

Metco Landscape, Inc. may take photographs of the property for use in promotional advertising, training, and educational classes unless the Owner communicates in writing that this is not acceptable.

#### SIGNAGE

By signing this contract you, the Owner, are granting Metco Landscape, Inc. permission to install a temporary site sign on your property while our work is being performed. Upon completion of our work, we will remove the site sign or ask for permission to have it remain for an agreed to amount of time. If you do not wish to grant Metco Landscape, Inc. permission to install a temporary site sign on your property, please initial here. \_\_\_\_\_

#### UTILITIES/UNKNOWN OBSTRUCTIONS

All reasonable caution will be taken to prevent damage to existing pavement, septic tanks, septic fields and underground utility lines. Underground gas, phone, and electric utilities will be marked by a representative from the utility companies, at the request of Metco Landscape, Inc., prior to any machine excavation. However, Metco Landscape, Inc. will not be held responsible for the accuracy of any utility line marking done by the utility companies.

It is the Owner's responsibility to conspicuously mark and advise Metco Landscape, Inc. of the location of any other underground utilities including: drainage pipes, plumbing, irrigation, propane lines, electric dog fence, cable TV, lighting, etc. Any delays in crew time and/or costs involved in repairing unmarked systems are the responsibility of the Owner.

The cost of removing or circumventing concealed and/or undisclosed obstructions which prevent installation of the site improvements according to plan shall be charged as an extra to this contract. Examples of such obstructions include ledge rock, very large boulders, buried foundations, buried stumps, septic tanks, driveways/pavement, uncharted utilities, unsuitable soil, etc.

#### OWNER'S RESPONSIBILITIES

Hold Harmless - To the fullest extent permitted by law, the Owner will hold harmless Metco Landscape, Inc. and its officers, representatives, partners and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including legal fees and court costs and liability arising in whole or in part and in any manner from injury and/or death of a person, or damage to or loss of any property resulting from the acts, omissions, breach or default of the Owner, except those caused by the negligence of Metco Landscape, Inc..

## Lisa Hunt

---

**From:** Peggy Ripko  
**Sent:** Tuesday, July 16, 2019 1:10 PM  
**To:** Lisa Hunt; Judy Leyshon  
**Subject:** FW: TBMD Weed mitigation

This as well

Peggy Ripko, CAM  
Community Management Division Manager  
Special District Management Services, Inc.  
141 Union Boulevard, Suite 150  
Lakewood, CO 80228-1898  
[pripko@sdmsi.com](mailto:pripko@sdmsi.com)  
Phone: 303-987-0835 ext 210

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-----Original Message-----

**From:** Bill Barr <[BillB@metcolandscape.com](mailto:BillB@metcolandscape.com)>  
**Sent:** Tuesday, July 16, 2019 10:19 AM  
**To:** Peggy Ripko <[pripko@sdmsi.com](mailto:pripko@sdmsi.com)>  
**Subject:** RE: TBMD Weed mitigation

Hi Peggy,

The email I sent was for the green lots. The orange is not in the contract but looks close to the amount in green. If you want to do both the cost would be 42,300.00.

Regards,

Bill Barr  
Account Manager  
METCO LANDSCAPE, INC.  
1325 W. Quincy Ave.  
Englewood, Colo. 80111  
303-421-3100  
Fax 303-421-1120  
Mobil 303-619-4047  
[billb@metcolandscape.com](mailto:billb@metcolandscape.com)

-----Original Message-----

**From:** Bill Barr

Sent: Tuesday, July 16, 2019 10:10 AM  
To: 'Peggy Ripko' <[pripko@sdmsi.com](mailto:pripko@sdmsi.com)>  
Subject: RE: TBMD Weed mitigation

Good Morning Peggy,  
Enclosed is a proposal for that Native Weed Spray. I figure with the mapping you sent the area is about 122 acres. Let me know if you would like to get it done.

Respectfully,

Bill Barr  
Account Manager  
METCO LANDSCAPE, INC.  
1325 W. Quincy Ave.  
Englewood, Colo. 80111  
303-421-3100  
Fax 303-421-1120  
Mobil 303-619-4047  
[billb@metcolandscape.com](mailto:billb@metcolandscape.com)

-----Original Message-----

From: Peggy Ripko <[pripko@sdmsi.com](mailto:pripko@sdmsi.com)>  
Sent: Monday, June 24, 2019 9:45 AM  
To: Bill Barr <[BillB@metcolandscape.com](mailto:BillB@metcolandscape.com)>  
Cc: Judy Leyshon <[jleyshon@sdmsi.com](mailto:jleyshon@sdmsi.com)>  
Subject: TBMD Weed mitigation

Hi, Bill

Attached are three maps. The first one is a very simple map of what district tracks need to be done (orange) and what home lots need to be done (green). The areas with the 'x' are the ones that nothing needs to be done on.

The other two are a map of the sold homes, and a page from the detailed rural site plan.

Please provide an cost for the weed mitigation on the green lots, and confirm that the orange tracks are included in the contract.

Thanks!

Peggy Ripko, CAM  
Community Management Division Manager  
Special District Management Services, Inc.  
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Lakewood, CO 80228-1898  
[pripko@sdmsi.com](mailto:pripko@sdmsi.com)  
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-----Original Message-----

From: [specialdistrictmsi@gmail.com](mailto:specialdistrictmsi@gmail.com) <[specialdistrictmsi@gmail.com](mailto:specialdistrictmsi@gmail.com)>

Sent: Monday, June 24, 2019 9:40 AM

To: Peggy Ripko <[pripko@sdmsi.com](mailto:pripko@sdmsi.com)>

Subject:

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