

Special Meeting (via Teleconference)
Thursday, April 15, 2021, at 6:00 p.m.

2021 Regular Meetings – Third Thursday of each Month at 6:00pm

Shawn McGoff, President	Term to May 2022
Josie O’Neill, Treasurer	Term to May 2022
Jill Shadwell, Secretary	Term to May 2023
Maria Elena Daniels, Assistant Secretary	Term to May 2022
Bret Erickson, Director	Term to May 2023

Due to Executive Orders issued by Governor Polis, and Public Health Orders implementing the Executive Orders issued by the Colorado Department of Public Health & Environment, and the risk posed by COVID 19, this meeting will be held via teleconferencing and can be joined through the directions below:

Join Zoom Meeting

<https://us02web.zoom.us/j/9926062057?pwd=YnB0aINQVIYyM2IIM2R0cVpwK0RUUT09>

Meeting ID: 9926062057

Passcode: 624618

Call in Number: 1-669-900-9128

Agenda:

1. Call to Order – 6:00PM
2. Declaration of Quorum/ Conflict of Interest Disclosures
3. Agenda Revisions, Approval
4. Public Comment
5. Consent Agenda
6. Financial Report/Financial Matters – 6:30PM
7. Legal Matters – 6:40PM
8. Facilities Management/District Operations Report – 6:50PM
9. Board Action Items – 7:00PM
10. District Committee Updates 7:30PM
11. Director Items/Other Business 7:50PM
12. Public Comment
13. Adjournment – 8:00PM

NOTICE OF SPECIAL MEETING AND AGENDA

- 1. Call to Order**
- 2. Declaration of Quorum/ Conflict of Interest Disclosures**
- 3. Agenda Revisions, Approval**
- 4. Public Comment** - Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. As a general practice, the Board will not discuss/debate these items, nor will the Board make any decisions on items presented during this time, rather it will refer the items for follow up. In person, please sign in, via Zoom – please raise hand during the time of Public Comment.

- 5. Consent Agenda** - The items listed below are a group of items to be acted on with a single motion and vote by the Board. An item may be removed from the consent agenda to the regular agenda by any Board member. Items on the consent agenda are then voted on by a single motion, second, and vote by the Board.
- Approve March 18, 2021 Special Meeting Minutes
 - Approve Payable Listing in the Amount of \$24,486.14
 - Approve Second Amendment to Independent Contractor Agreement for Five-Year Tree Planting Plan, Planting Oversight and Newly Planted Tree Follow-up Inspections
 - Approve Independent Contractor Agreement with The Architerra Group for Inspection Services

6. Financial Report/Financial Matters	Speaker	Notes/Minutes
Review and Consider Acceptance of Unaudited Financial Statements	Accountant	<ul style="list-style-type: none"> Questions/discussion
High Plains Metropolitan District, CO -- Moody's upgrades to A2 High Plains Metropolitan District, CO's GOULT	Accounting	
Other Financial Matters	Accountant/Board	

7. Legal Matters	Speaker	Notes/Minutes
Metro District Name Change	WBA	<ul style="list-style-type: none"> Discussion with BOD
Other Legal Matters	WBA/Board	

8. Facilities Management/District Operations Report	Speaker	Notes/Minutes
Management Report	RowCal	<ul style="list-style-type: none"> Property Management <ul style="list-style-type: none"> Report on total calls into Care Team and how many were dispositioned. Now that your technology is up and running, we want to see it – reporting should be robust. Why are there already so many complaints on lack of service?
Other Management Matters	RowCal/Board	<ul style="list-style-type: none"> Pillar/Fence Update – Smokey Hill Oxidizing (monument/bridges) - Vendors Property Management <ul style="list-style-type: none"> Did we collect any revenue from Lennar from their signage in 2020? If not, we should bill them.

9. Board Action Items	Speaker	Notes/Minutes
2021 Capital Spending Plan	RowCal/Maria Elena	<ul style="list-style-type: none"> • Discuss proposal for park lighting – Blackstone & Nova
Snow Removal on City-Owned Streets - License Agreement with City	RowCal/Maria Elena	<ul style="list-style-type: none"> • LandTech costs for on-demand services at various thresholds
Consider Approval of Independent Contractor Agreement with Land Tech Contractors, Inc. for Landscape Maintenance Services	WBA	<ul style="list-style-type: none"> • Questions/discussion
Consider Approval of Independent Contractor Agreement with RowCal for District Management Services	WBA	<ul style="list-style-type: none"> • Questions/discussion
Other Board Action Items	Board	

10. District Committee Updates	Speaker	Notes/Minutes
Landscape Committee	Bret Erickson RowCal	<ul style="list-style-type: none"> • Update on Lennar tract turnover • Landscaping Report – questions/discussion <ul style="list-style-type: none"> – Tree Install/Proposal – Flower Beds – Julie/Consilium – Medians/Entrances – Park Signs & Landscaping around Large Sign – Contractor Transition
Design Review Committee (DRC)	RowCal Shawn McGoff	<ul style="list-style-type: none"> • Residential Guidelines progress • Review Covenant Enforcement Report – questions/discussion • Other updates
Advisory Committee	Shawn McGoff Josie O’Neill	<ul style="list-style-type: none"> • Advisory Committee Updates • Discuss Changing the District’s Name
Social Committee	Josie O’Neill	<ul style="list-style-type: none"> • Social Committee Updates
Website Committee	Shawn/Tim	<ul style="list-style-type: none"> • Landing Page Redesign & FAQs
Security/Safety Committee	Shawn McGoff	<ul style="list-style-type: none"> • Board Direction to Address Community Safety • Neighborhood Watch

11. Director Items/Other Business	Speaker	Notes/Minutes
SARIA Meeting Update	Shawn McGoff	
WPRA Meeting Update	Maria Elena	
Board Emails from Residents	Board	
Other Director Items	Board	<ul style="list-style-type: none"> • Board Member Roles

12. Public Comment - Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. As a general practice, the Board will not discuss/debate these items, nor will the Board make any decisions on items presented during this time, rather it will refer the items for follow up. In person, please sign in, via Zoom – please raise hand during the time of Public Comment.

13. Adjournment

RECORD OF PROCEEDINGS

**MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF THE
HIGH PLAINS METROPOLITAN DISTRICT
HELD
March 18, 2021**

A special meeting of the Board of Directors of the High Plains Metropolitan District was held Thursday, March 18, 2021, at 6:00 p.m. Due to current circumstances related to COVID-19, this meeting was held electronically via Zoom. The meeting was open to the public.

In attendance were Directors:

Shawn McGoff
Josie O'Neill
Bret Erickson
Maria Elena Daniels

Excused Absence:
Jill Shadwell - traveling

Also, in attendance were:

Residents

Call to Order The special meeting was called to order at 6:02 p.m.

Declaration of Quorum

A quorum was confirmed.

Disclosures and Potential Conflicts of Interest

No new disclosures.

Agenda Revisions, Approval

Following discussion and the addition of a discussion about Cherry Creek School easement, upon a motion duly made by Director Erickson, seconded by Director Daniels, and upon vote unanimously carried, the Board approved the Agendas.

Public Comments

Kathleen Morgan expressed concerns about RowCal, Mailboxes, Snow Removal, District Taxing Role, and a request to have the Board hold a town hall. She asked that Director McGoff please email her to discuss further. Director McGoff responded that they will consider these requests and will be redoing the website to create a more centralized area that owners can obtain information.

RECORD OF PROCEEDINGS

Frank Fair asked about snow removal responsibilities on the sidewalks and asked if the new landscape company could provide a deal on trees for the owners as well as the District. Director McGoff mentioned that this cannot be done through the District but that owners can get together and request this from the landscape company directly.

Consent Agenda

Approve February 18, 2021 and March 5, 2021 Special Meeting Minutes

Approve Payable Listing in the Amount of \$54,927.71

Following discussion, upon a motion duly made by Director McGoff, seconded by Director O'Neill, and upon vote unanimously carried, the Board approved the Consent Agenda.

Financial Report/Financial Matters

Review and Consider Acceptance of Unaudited Financial Statements

Mr. Bourguin reviewed the financial report with the Board. Taxes are due May/June, but they are not sure what the 2021 split payment might be per the governor's direction, they will take a closer look into this.

Other Financial Matters

After discussion, upon a motion duly made by Director Erickson, seconded by Director O'Neill, and upon vote unanimously carried, the Board approved the 2021 February financials as presented.

Legal Matters

Discuss the District Procurement Policy

Mr. Waldron went over the policy with the Board and asked that they make several decisions before the policy could be approved. The Board agreed to use Table 1 as shown in the proposal and to have section 5B match table 1 as well. Following discussion and subject to these changes, upon a motion duly made by Director McGoff, seconded by Director O'Neill, and upon a vote unanimously carried, the Board approved the District Procurement Policy.

Other Legal Matters

Cherry Creek School District has asked the District Board to approve an easement on the back side of the park on Blackstone Parkway & Nova. This would be done with grading the hill into the existing walkway instead of building an additional wall. Director Erickson asked about water runoff. Mr. Waldron mentioned that this would be something that the City would need to be involved in and originally approve the plan, so this does not happen. Following discussion and subject to

these changes, upon a motion duly made by Director Erickson, seconded by Director O'Neill, and upon a vote unanimously carried, the Board approved the granting of an easement to the School District.

Facilities Management/District Operations Report

Management Report: RowCal

Mrs. Borisov reported that the transition has been ongoing and growing well with a few hiccups here and there. The Board will be able to see a version of the management report that comes from the CINC system at the April meeting. She mentioned that the recordings were uploaded to the website by Heather Sosa, but they are very big files and really need to be supported in a different format (YouTube or other).

Board Action Items

2021 Capital Spending Plan

Director McGoff provided feedback on the following list of items:

- Park Lighting: this has been tabled until there are more concrete plans for the school site. Director Daniels asked management to have the District's lighting vendor "**Full Spectrum**" provide some options and ideas with estimated costs for the addition of lights to this small community park.
- Director Daniels asked management to have the District's handyman investigate the slide and roof for possible repairs that are needed.
- Tree Plan: Bret and the landscape committee are working with the new landscape contractor (**Landtech**) on getting proposals for these 400 trees (**3 phases**). Once provided, it will be circulated to the Board for review and approval.
- Mail Kiosks & Lighting: Shawn is working on getting proposals for this project.
- Park Signs: This has been completed per the landscape committee.
- Entryway Enhancements: Landscape committee is working with Lesanne from Architerra to have them walk the tracts and provide the Board with a punch list of items that need to be addressed.

Snow Removal on City Owned Streets: Director Daniels followed up with Landtech. - It will take 8-10 hours to plow city-owned streets (Gray Areas, Snow Removal – City of Aurora Map) in Blackstone based on a trigger 2-4" storm. Landtech re-sent a plan with dumping areas for the snow. Landtech recommends starting work for a big storm when accumulation hits 2". Applying deicer when temperatures are below freezing will be another option. Director McGoff started the conversation with the Board about options (spot or seasonal) – no approval or decision was ever reached by the Board; it was all discussion. Now that the landscape company is changing, and the City has finalized the necessary

RECORD OF PROCEEDINGS

documents with the District – the Board needs to make some decisions on what we are looking to do on the city streets and work closely with Landtech and the City to make sure it is all set for the 2021-2022 season. Director McGoff also mentioned that there was no extra money budgeted for snow removal on the streets within the 2021 budget and most landscape companies that remove snow are always billing on a T&M basis (Time & Materials).

District Committee Updates

Landscape Committee

- Survey Results: Director Erickson stated that the committee will have more information at the April meeting along with information that will be sent out to the community. Major concerns were median renovations, replacing dead and missing plant material, removal of grasses and park cleanup.
- Update on Park Signs and Landscaping around Large Sign: Proposed adding signs to the other two parks within the community.
- Update on Lennar tract turnover: Lesanne with Architerra will check grading and planting plans as part of the walk and punch list. Director O’Neill motioned and Director McGoff seconded to approve the engagement of Architerra. Motion passed unanimously. Director McGoff motioned, and Director Erickson seconded to not accept the tracts from Lennar at this time. Motion passed unanimously.
- Landscaping Report: No additional questions for COX.
- 2021-2022 Landscape Maintenance Contract: Landtech has been engaged as the new District landscape vendor and they will begin May 1, 2021. Clint Waldron will work on finalizing the contact for the District.
- Landscape Contractor Transition: Kevin and Ben have spoken several times and the transition between the companies is going well. Ben with Landtech will provide the flowers on the approved \$17K project and provide proposals for the tree replanting.

Design Review Committee

- Residential Guidelines - are in progress, 4/5 members came to the meeting and there should be more information at the April meeting.
- Review Covenant Enforcement Report – questions/discussion – spring postcards will go out before May for any violations that have June extensions.

Advisory Committee

Advisory Committee updates – None.

RECORD OF PROCEEDINGS

Social Committee

- Blood Drive late June
- C-Core Food Bank – once a month during the weekday for April/May & June – volunteers needed.
- Diaper drive – this is not running through the District – owners provide donations or monies directly to the committee.
- Family event and separate kids’ events in summer
- Garage Sale and Dumpster June 4/5
- Pet Rescue Project

Website Committee

- In progress per Director McGoff

Security/Safety Committee

- Neighborhood Watch: separate from the District – still working on finding volunteers to take this committee and work with the City.

Director Items/Other Business

- SARIA/Director McGoff Meeting Update: 3/19/21 meeting (4 hours) – more updates in April.
- WPRA/Director Daniels Meeting Update: 3/3/21
 - YMCA Wheatlands plans to open the facility on May 1st, 2021 – grand opening, May 14th.
 - On February 23rd Kimberly’s office (WPRA) sent an email to Irene with the approved ad for the YMCA membership and Blackstone discount. Irene will follow up by posting the ad.
- Kimberly with the YMCA will email Mrs. Borisov the information about the membership that will go out to the owners within Blackstone. They plan to open the facility May 1st, 2021 – grand opening 14th.
- Board Emails from Residents: Director McGoff had a question from an owner about the bus routes with the new school – referred them to Cherry Creek Schools – City manager.
- Other Director Items: None

Public Comments

- Frank Fair provide the following information:
 - Snow is removed on the common are sidewalks – owners are responsible for theirs, District for areas that abut the District and golf club for their areas.
 - Cox has done a great job – today was just a very big storm that does not happen very often, so it is behind.

RECORD OF PROCEEDINGS

- Carol Hesketh provided the following information:
 - Snow should be removed from the streets and public sidewalks on a case-by-case basis – especially when there is a big blizzard event 12+. People need to stop whining about this and agrees with Kathy Morgan.
 - When there is no school – there is no snow removal in those bus routes.
 - Mailboxes do need to be cleared of snow – the Lennar areas are not yet turned over and till the responsibility of Lennar.
- Kathleen Morgan provided the following information:
 - She is willing to help provide owners information door to door if the District needs that to be done.
 - Asked Mrs. Borisov to investigate the homes that have several BB hoops that are not in use and not being put away.
 - Wanted to thank Jill Shadwell and Maria Elena for all their hard work.

Adjournment

There being no further business, upon a motion duly made by Director Erickson, seconded by Director Daniels, and upon vote unanimously carried, the Board adjourned the meeting at 7:52 p.m.

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

Respectfully submitted,

Secretary for the Meeting
Irene Borisov, CMCA, AMS
District Manager

High Plains Metro District Interim Claims 3/17/21 - 4/7/21

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
3/31/2021	Cox Professional Landscape Services LLC	Multiple	\$ 5,528.30
3/31/2021	Lee Design Group LLC	BST21/02	635.00
3/31/2021	Pet Scoop, Inc.	330985	189.00
3/31/2021	Sequoia Golf Blackstone Country Club	HPMD0121	1,102.19
3/31/2021	Special District Association of Colo	2021 Dues	1,137.45
3/31/2021	White Bear Ankele Tanaka & Waldron	Multiple	10,464.72
4/2/2021	Xcel Energy	720017343	957.84
4/5/2021	CliftonLarsonAllen LLP	2772333	3,902.90
4/5/2021	Cox Professional Landscape Services LLC	30260	468.74
4/5/2021	Full Spectrum Lighting, Inc.	1000576	100.00
		Total	<u><u>\$ 24,486.14</u></u>

SECOND AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT
(FIVE-YEAR TREE PLANTING PLAN, PLANTING OVERSIGHT, AND NEWLY
PLANTED TREE FOLLOW UP INSPECTIONS)

This SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (the “**Second Amendment**”) is entered into the 15th day of April, 2021, by and between **HIGH PLAINS METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **TREE ANALYSIS GROUP, LLC**, a Colorado limited liability company (the “**Contractor**”), collectively referred to herein as the “**Parties.**”

RECITALS

WHEREAS, the Parties entered into that certain Independent Contractor Agreement dated August 21, 2019, which was amended by that First Amendment to Independent Contractor Agreement, dated April 7, 2020 (collectively, the “**Agreement**”); and

WHEREAS, capitalized terms used herein shall have the meanings given them in the Agreement; and

WHEREAS, the Parties desire to amend and replace the Scope of Services and Compensation Schedule set forth in Exhibit A of the Agreement with the Scope of Services and Compensation Schedule attached to this Second Amendment as **Addendum 2**.

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

AGREEMENT

1. Scope of Services/Compensation Schedule. The Parties hereby amend and replace the Scope of Services and Compensation Schedule set forth in Exhibit A of the Agreement with the Scope of Services and Compensation Schedule attached hereto as **Addendum 2**, effective as of the date of this Second Amendment.

2. Effective Date. The Parties agree that this Second Amendment shall become effective as of midnight on April 15, 2021 and shall apply to services provided after midnight on April 15, 2021.

3. Prior Provisions Effective. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

4. Counterpart Execution. This Second Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies of this Amendment may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this Amendment.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date set forth below. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Amendment.

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

By: _____
Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

District's Signature Page to Second Amendment to Independent Contractor Agreement for Five-Year Tree Planting Plan, Planting Oversight, and Newly Planted Tree Follow Up Inspection Services with High Plains Metropolitan District, dated April 15, 2021

TREE ANALYSIS GROUP, LLC, a
Colorado limited liability company

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2021, by Robert Howey, as the Member/Principal of Tree Analysis Group, LLC.

WITNESS my hand and official seal.

My commission expires: _____

(S E A L)

Notary Public

***Contractor’s Signature Page to Second Amendment to Independent Contractor Agreement for
Five-Year Tree Planting Plan, Planting Oversight, and Newly Planted Tree Follow Up
Inspection Services with High Plains Metropolitan District, dated April 15, 2021***

ADDENDUM 2

Contractor shall provide all services set forth in the proposal below, including tree tagging..



March 19, 2021

High Plains Metropolitan District
c/o Ms. Irene Borisov
Summit Management and Consulting
9101 E. Kenyon Avenue #1200
Denver, CO 80237

RE: Revised High Plains Metropolitan District: 2021 Tree Planting Plan/Implementation
& Tree Tagging

Dear Irene:

We, Tree Analysis Group, LLC. (TAG), appreciate the opportunity to assist the High Plains Metrodistrict with implementing their 2021 revised tree planting plan, now for approximately 370 trees, and program for the streetscapes and medians for the District.

As requested attached is our revised proposal for TAG to provide tree planting plan oversight, assistance, and post planting follow up inspections (three per year) for the newly planted trees. The revised plan for 2021 calls for tree planting all of the trees in the Plan, Years 2-5, or a total of approximately 370 trees now in 2021. We have also included an option for post planting Tree Tagging if you would like too.

Please review our updated proposal and let us know if you, Irene, or the Board have any questions or need any modifications made. The scope is intentionally limited to what we understand are your needs, but we can easily expand, reduce, or change the scope or services as you would like or need.

Thank you again for your interest in Tree Analysis Group and our services and our services for the High Plains Metrodistrict. We look forward to working with you, Irene, the Board or landscape committee, and the team at LandTech to implement the tree planting plan in 2021 and as well as any other tree, landscape, or irrigation consultation needs in the future.

Sincerely,

Bob Howey
Principal
Tree Analysis Group, LLC / Irrigation Analysis
ISA Certified Arborist / ASCA Consulting Arborist / IA Certified Landscape Irrigation Auditor
bob@treeanalysis.com / 303-726-1952

Tree Analysis Group, LLC – 7547 S. Jasmine Way, Centennial, CO 80112 303-726-1952

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**High Plains Metrodistrict – 2021 (combined Years #2-5) Tree Planting
Plan Implementation Planting Oversight, Assistance, &
Follow Up Inspections and Optional, Tree Tagging/List
3/19/21**

Tree Analysis Group (TAG) will provide the following requested tree consulting work pertaining to the tree planting plan implementation:

A.) Planting Oversight/Assistance:

- > Assist with the revised 2021 tree planting RFP, utilizing the original 5 Year Tree Planting RFP and Planting Requirements.
- > Review map of planting locations and tree species and any removals for each tree location.
- > Based on scheduling with LandTech (Contractor), jointly flag and/or mark tree planting locations in advance, prior to planting day with LandTech. (Contractor is responsible for sourcing and in nursery tagging of trees as needed). With notice, TAG will preview the tagged trees in a local nursery or via photos prior to delivery if desired by the Contractor.
- > Meet with LandTech (or the selected contractor) onsite on or immediately prior to the scheduled planting date: if possible, inspect/accept trees: verify proper species, size, and general health/condition – if any issues are found, these will be communicated to the contractor and to High Plains, review proper planting requirements, planting locations, etc.
- > Planting Observations: Spot check on and observe planting while in progress, verify that proper planting techniques and requirements are being followed.
- > Inspect completed planting and brief email report to Manager on completion and any planting issues or concerns.
- > Be available for and answer any questions from LandTech or High Plains Metrodistrict relating to the tree planting at any time throughout the planting process. (Selection of trees at the nursery, inspection and tagging, can be done, but is not currently included.)

New Planting – 1st Year Follow up Inspections:

- > Following the planting: inspect newly planted trees - 3 visits per season: 2 times during growing season and one time during the dormant, winter season. Evaluate apparent care, check for tree health, spot check soil moisture levels, conditions, any damage or issues, soil moisture, etc.
- > Provide a brief email report to manager or others on request, after each inspection including any issues or concerns with the newly or recently planted trees.

**High Plains 2021 Revised/Expanded Planting Plan Implementation and Assistance
with Follow up Inspections
Total \$9,870/planting (based on +/- 370 trees/planting)**



B.) High Plains – New Tree Tagging

Install numbered metal or plastic tags on all 370 trees planted in the revised 2021 planting. A numbered tree list will also be provided that lists the species and street for each tree. This tagging will serve to note the date of the planting and also serve as another, simpler way to track the planting date and species of each tree and to differentiate the 2021 Plantings from prior plantings. Tagging to be completed by the end of 2021.

Total \$1,360 for the Tagging (based on +/- 370 trees/planting)

Planting Proposal Notes:

- TAG anticipates that this 2021 planting may be done in 2-3 phases or waves.
- TAG has not accounted for the planting of or work with additional trees that were not on the original 5 year Tree Planting Plan (i.e. trees that were lost due to the 2019/20 freezes or other causes). Some of the trees that died due to the freezes were on the original 5 Year Plan for planting/replanting and these are included in this current scope.
- We anticipate multiple onsite meetings and conversations with the High Plains Metrodistrict Manager and Board Representative during the Tree Planting process.

Please note that despite all of the Boards', our, and the Contractors' correct and best efforts, some plant loss or attrition and then replanting should be expected; but this also should also be largely covered under the planting warranty. Tree planting locations, selections, and timing (Planting Year) can be altered or changed if needed, but reworking or reconfiguring of the Planting Plan over separate years would require additional work.

We look forward to helping you implement and proactively manage your High Plains Metropolitan District streetscapes and medians 2021 tree planting plan/program. Please let us know if you have any questions or if you would like to discuss any changes or adjustments to these proposals.

Sincerely,

Bob Howey / Principal - Sr. Arborist
Tree Analysis Group, LLC / Irrigation Analysis
ISA Certified Arborist / ASCA Consulting Arborist RCA #729
bob@treeanalysis.com / 303-726-1952

**INDEPENDENT CONTRACTOR AGREEMENT
(INSPECTION SERVICES)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 1st day of April, 2021, by and between HIGH PLAINS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and THE ARCHITERRA GROUP, INC., a Colorado corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

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

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

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

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

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

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

TERMS AND CONDITIONS

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

Exhibit A) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2021.

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

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

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the

District's request, re-perform the Services not meeting this standard without additional compensation.

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

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

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

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

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

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested

services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“W-9”). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**.

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

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

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

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

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

furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

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

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

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

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

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

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

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

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

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with

the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

11. CONTRACTOR'S INSURANCE.

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

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

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

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the

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

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

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

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

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's,

materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

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

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

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

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted

assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

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

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

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

other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

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

District: High Plans Metropolitan District
c/o RowCal Colorado, LLC
1710 E. Pikes Peak Avenue
Colorado Springs, CO 80909
Attention: Irene Borisov
Phone: (303) 459-4919
Email: Irene.Borisov@rowcal.com

With a Copy to: WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Clint C. Waldron, Esq.
Phone: (303) 858-1800
E-mail: cwaldron@wbapc.com

Contractor: The Architerra Group, Inc.
5881 S. Drframe Street
Littleton, CO 80127
Attention: Lesanne Dominguez, PLA, ASLA
Phone: (303) 948-0766
Email: Ldominguez@architerragroup.com

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and

personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

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

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

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

25. GOVERNING LAW.

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

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

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

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

unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

[Signature pages follow].

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

DISTRICT:
HIGH PLAINS METROPOLITAN
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Inspection Services with
The Architerra Group, Inc., dated April 1, 2021*

EXHIBIT A

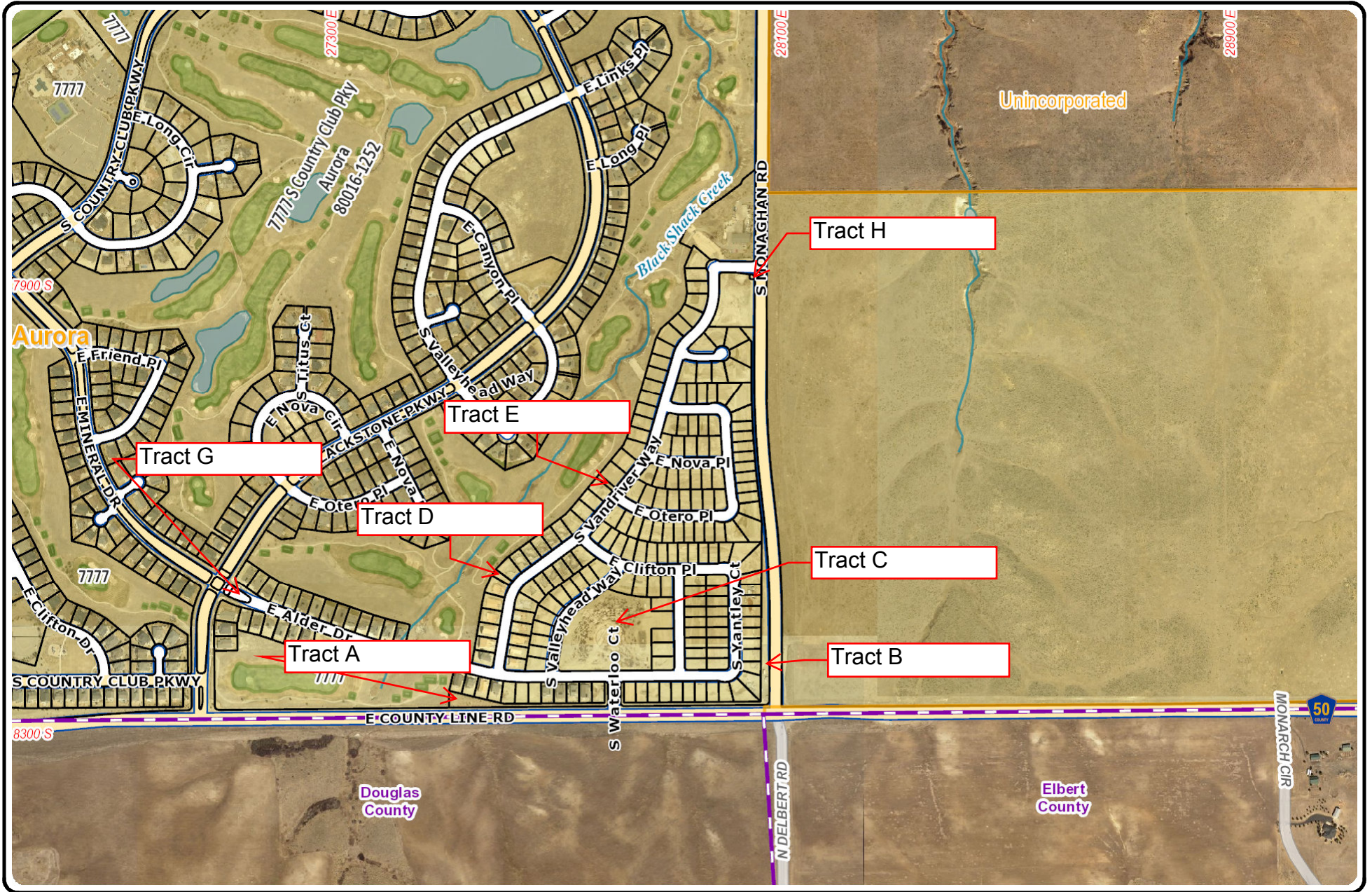
SCOPE OF SERVICES/COMPENSATION SCHEDULE

Contractor will inspect the “Lennar Tracts” (as set forth below, and as depicted on the following sheet) to verify completion of all required improvements on a Lennar Tract in accordance with the plans and specifications approved by the City of Aurora. Contractor will prepare a “punch list” noting any variances on site from the approved plans and specifications.

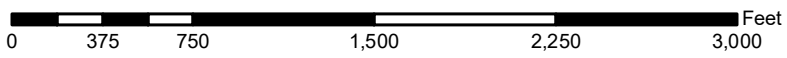
Lennar Tracts:

1. Tract A, High Plains Country Club Sub Filing No. 3 (2071-33-4-09-013)
2. Tract B, High Plains Country Club Sub Filing No. 3 (2071-33-4-10-073)
3. Tract C, High Plains Country Club Sub Filing No. 3 (2071-33-4-11-009)
4. Tract D, High Plains Country Club Sub Filing No. 3 (2071-33-4-16-034)
5. Tract E, High Plains Country Club Sub Filing No. 3 (2071-33-4-16-035)
6. Tract G, High Plains Country Club Sub Filing No. 3 (2071-33-3-13-008)
7. Tract H, High Plains Country Club Sub Filing No. 3 (2071-33-4-10-075)

Contractor will bill the District at an hourly rate of \$110/hour. Mileage will be billed at the standard IRS rate.



High Plains Metro - Tract Acceptance



ARAPAHOE COUNTY MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THIS MAP OR THE DATA THAT IT DISPLAYS. ARAPAHOE COUNTY ASSUMES NO RESPONSIBILITY OR LIABILITY TO ANY USER. THIS MAP IS NOT A LEGAL DOCUMENT. IT IS INTENDED TO SERVE AS AN AID IN GRAPHIC REPRESENTATION ONLY.

Map Generated On: 8/20/2020

Generated by Arapahoe County's ArapaMAP



Map Location

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage;
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.
5. Professional liability insurance in the amount of \$2,000,000.00 each occurrence.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

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

CERTIFICATE OF FACT OF GOOD STANDING

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

THE ARCHITERRA GROUP, INC.

is a

Corporation

formed or registered on 11/02/1999 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19991205536 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/30/2021 that have been posted, and by documents delivered to this office electronically through 04/01/2021 @ 07:39:15 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/01/2021 @ 07:39:15 in accordance with applicable law. This certificate is assigned Confirmation Number 13065797 .



Secretary of State of the State of Colorado

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

HIGH PLAINS METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

MARCH 31, 2021

**HIGH PLAINS METROPOLITAN DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS**

MARCH 31, 2021

	<u>General</u>	<u>Operations Fee</u>	<u>Debt Service - GO Bonds</u>	<u>Debt Service - Revenue</u>	<u>Capital Projects</u>	<u>Capital Projects - Regional Improvement</u>	<u>Total</u>
ASSETS							
1st Bank	\$ 8,098	\$ 178,875	\$ -	\$ -	\$ -	\$ -	\$ 186,973
Colotrust	2,341,864	232,371	2,527,154	12,789	-	18,642	5,132,820
Accounts receivable	-	52,279	-	-	-	-	52,279
Receivable from Century Communities	1,000	-	-	-	-	-	1,000
TOTAL ASSETS	<u>\$ 2,350,962</u>	<u>\$ 463,525</u>	<u>\$ 2,527,154</u>	<u>\$ 12,789</u>	<u>\$ -</u>	<u>\$ 18,642</u>	<u>\$ 5,373,072</u>
LIABILITIES AND FUND BALANCES							
LIABILITIES							
Accounts payable	\$ 14,782	\$ 11,355	\$ -	\$ -	\$ -	\$ -	\$ 26,137
Prepaid assessments	-	66,126	-	-	-	-	66,126
Due to Beacon Point	-	-	-	12,789	-	-	12,789
Due to SARIA	-	-	-	-	-	18,642	18,642
Development fees payable	-	-	168,500	-	-	-	168,500
TOTAL LIABILITIES	<u>14,782</u>	<u>77,481</u>	<u>168,500</u>	<u>12,789</u>	<u>-</u>	<u>18,642</u>	<u>292,194</u>
FUND BALANCES							
Fund balances	<u>2,336,180</u>	<u>386,044</u>	<u>2,358,654</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,080,878</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 2,350,962</u>	<u>\$ 463,525</u>	<u>\$ 2,527,154</u>	<u>\$ 12,789</u>	<u>\$ -</u>	<u>\$ 18,642</u>	<u>\$ 5,373,072</u>

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

**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE THREE MONTHS ENDED MARCH 31, 2021**

GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Property taxes	\$ 1,288,434	\$ 510,134	\$ (778,300)	\$ 560,502
Specific ownership taxes	93,536	14,699	(78,837)	22,175
Interest income	4,800	156	(4,644)	2,751
Other revenue	2,000	72	(1,928)	-
TOTAL REVENUES	<u>1,388,770</u>	<u>525,061</u>	<u>(863,709)</u>	<u>585,428</u>
EXPENDITURES				
Accounting	52,000	10,658	41,342	9,427
Audit	4,950	-	4,950	-
County Treasurer's fee	19,327	7,652	11,675	8,408
Directors' fees	2,800	1,000	1,800	500
Director and meeting expense	2,500	-	2,500	508
Insurance	35,000	32,821	2,179	25,884
Legal	65,000	13,833	51,167	23,300
Miscellaneous	2,000	1,166	834	1,089
Payroll taxes	214	61	153	77
Election expense	-	-	-	8,775
Website	1,500	150	1,350	150
Contingency	24,709	-	24,709	-
TOTAL EXPENDITURES	<u>210,000</u>	<u>67,341</u>	<u>142,659</u>	<u>78,118</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	1,178,770	457,720	(721,050)	507,310
OTHER FINANCING SOURCES (USES)				
Transfers to other fund	(1,340,000)	(12,090)	1,327,910	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>(1,340,000)</u>	<u>(12,090)</u>	<u>1,327,910</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	(161,230)	445,630	606,860	507,310
FUND BALANCES - BEGINNING	<u>1,047,528</u>	<u>1,890,549</u>	<u>843,021</u>	<u>850,147</u>
FUND BALANCES - ENDING	<u>\$ 886,298</u>	<u>\$ 2,336,179</u>	<u>\$ 1,449,881</u>	<u>\$ 1,357,457</u>

**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE THREE MONTHS ENDED MARCH 31, 2021**

OPERATIONS FEE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Interest income	\$ 1,200	\$ 20	\$ (1,180)	\$ 1,184
Operations fee (homeowners)	600,000	161,327	(438,673)	128,127
Operations fee (vacant lots)	30,000	4,557	(25,443)	10,695
Working capital	60,000	6,000	(54,000)	14,000
Design review fees	5,000	-	(5,000)	1,280
Legal collection fees	6,000	455	(5,545)	73
Violations and late fees	5,000	-	(5,000)	100
TOTAL REVENUES	<u>707,200</u>	<u>172,359</u>	<u>(534,841)</u>	<u>155,459</u>
EXPENDITURES				
Legal - collections	6,000	5,908	92	1,746
Miscellaneous	2,000	15	1,985	475
Community activities	15,000	-	15,000	-
Design review	5,000	1,585	3,415	730
Facilities management - contract	50,000	14,429	35,571	10,947
Facilities management - costs	13,000	2,809	10,191	3,563
Flowers	45,000	-	45,000	-
Irrigation repairs and improvements	50,000	-	50,000	-
Landscape maintenance - contract	195,000	15,655	179,345	15,490
Landscape improvements	75,000	1,200	73,800	440
Tree and shrub replacement	125,000	-	125,000	5,260
Safety	120,000	-	120,000	-
Gas and electric	10,000	2,961	7,039	2,118
Trash removal	150,000	33,615	116,385	31,479
Water - irrigation	125,000	1,102	123,898	953
Grounds maintenance	30,000	3,512	26,488	2,110
Holiday lighting	20,000	1,050	18,950	1,062
Lighting	10,000	2,759	7,241	1,034
Playground inspection and repairs	10,000	-	10,000	-
Snow removal	20,000	-	20,000	170
Vandalism	2,000	650	1,350	-
Contingency	37,000	-	37,000	-
TOTAL EXPENDITURES	<u>1,115,000</u>	<u>87,250</u>	<u>1,027,750</u>	<u>77,577</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(407,800)	85,109	492,909	77,882
OTHER FINANCING SOURCES (USES)				
Transfers from other funds	125,000	-	(125,000)	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>125,000</u>	<u>-</u>	<u>(125,000)</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	(282,800)	85,109	367,909	77,882
FUND BALANCES - BEGINNING	<u>304,113</u>	<u>300,936</u>	<u>(3,177)</u>	<u>352,308</u>
FUND BALANCES - ENDING	<u>\$ 21,313</u>	<u>\$ 386,045</u>	<u>\$ 364,732</u>	<u>\$ 430,190</u>

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

SUPPLEMENTARY INFORMATION

**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE THREE MONTHS ENDED MARCH 31, 2021**

DEBT SERVICE - GO BONDS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Property taxes	\$ 1,503,173	\$ 595,157	\$ (908,016)	\$ 653,920
Specific ownership taxes	105,222	16,535	(88,687)	25,547
Interest income	9,000	163	(8,837)	7,237
TOTAL REVENUES	<u>1,617,395</u>	<u>611,855</u>	<u>(1,005,540)</u>	<u>686,704</u>
EXPENDITURES				
County Treasurer's fee	22,548	8,927	13,621	9,809
Paying agent fees	450	-	450	-
Bond interest - Series 2017	1,114,925	-	1,114,925	-
Bond principal - Series 2017	300,000	-	300,000	-
Contingency	2,077	-	2,077	-
TOTAL EXPENDITURES	<u>1,440,000</u>	<u>8,927</u>	<u>1,431,073</u>	<u>9,809</u>
NET CHANGE IN FUND BALANCES	177,395	602,928	425,533	676,895
FUND BALANCES - BEGINNING	<u>1,740,923</u>	<u>1,755,726</u>	<u>14,803</u>	<u>1,531,197</u>
FUND BALANCES - ENDING	<u>\$ 1,918,318</u>	<u>\$ 2,358,654</u>	<u>\$ 440,336</u>	<u>\$ 2,208,092</u>

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

**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE THREE MONTHS ENDED MARCH 31, 2021**

DEBT SERVICE - REVENUE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
TOTAL REVENUES				
EXPENDITURES				
TOTAL EXPENDITURES				
NET CHANGE IN FUND BALANCES	-	-	-	-
FUND BALANCES - BEGINNING	-	-	-	-
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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

**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE THREE MONTHS ENDED MARCH 31, 2021**

CAPITAL PROJECTS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Interest income	\$ 1,500	\$ -	\$ (1,500)	\$ 4,786
TOTAL REVENUES	<u>1,500</u>	<u>-</u>	<u>(1,500)</u>	<u>4,786</u>
EXPENDITURES				
Monumentation	-	12,090	(12,090)	797
Park Improvements	-	-	-	563,457
Entryways	-	-	-	31,245
Capital outlay	1,116,500	-	1,116,500	-
TOTAL EXPENDITURES	<u>1,116,500</u>	<u>12,090</u>	<u>1,104,410</u>	<u>595,499</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(1,115,000)	(12,090)	1,102,910	(590,713)
OTHER FINANCING SOURCES (USES)				
Transfers from other funds	1,215,000	12,090	(1,202,910)	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>1,215,000</u>	<u>12,090</u>	<u>(1,202,910)</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	100,000	-	(100,000)	(590,713)
FUND BALANCES - BEGINNING	<u>350,000</u>	<u>-</u>	<u>(350,000)</u>	<u>1,449,350</u>
FUND BALANCES - ENDING	<u>\$ 450,000</u>	<u>\$ -</u>	<u>\$ (450,000)</u>	<u>\$ 858,637</u>

**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE THREE MONTHS ENDED MARCH 31, 2021**

CAPITAL PROJECTS - REGIONAL IMPROVEMENT FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Property taxes - Regional mill levy	\$ 47,801	\$ 18,926	\$ (28,875)	\$ 20,795
TOTAL REVENUES	<u>47,801</u>	<u>18,926</u>	<u>(28,875)</u>	<u>20,795</u>
EXPENDITURES				
County Treasurer's fee	717	284	433	312
Regional mill levy - Payment to SARIA	47,084	18,642	28,442	20,483
TOTAL EXPENDITURES	<u>47,801</u>	<u>18,926</u>	<u>28,875</u>	<u>20,795</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	-	-	-	-
OTHER FINANCING SOURCES (USES)				
TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	-	-	-	-
FUND BALANCES - BEGINNING	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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

**HIGH PLAINS METROPOLITAN DISTRICT
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court for Arapahoe County on November 27, 2002, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District operates under a Second Amended and Restated Service Plan approved on July 26, 2010.

The District was established to provide sanitation, water, streets, traffic and safety controls, parks and recreation, and other related improvements for the benefit of the taxpayers and service users within the Districts' boundaries.

As of December 31, 2015, the District had remaining voted debt authorization of approximately \$1,981,510,000. The District has not budgeted to issue any new debt during 2021. Per the District's Service Plan, the District cannot issue debt in excess of \$100,000,000.

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

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

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April, or in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The method of calculating assessed valuation of residential assessment rates in the State of Colorado changed to 7.15% from 7.20% for property tax years 2019-2020 on June 10, 2019 with a report submitted to the State Board of Equalization. Accordingly, the ARI mill levy increased to 1.113 from 1.105 mills and will remain at this amount for 2021.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

**HIGH PLAINS METROPOLITAN DISTRICT
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (continued)

Aurora Regional Improvements Mill Levy

Pursuant to the Service Plan, which is dated August 6, 2004, the District is required to impose a 1.000 mill levy for payment of the planning, designing, permitting, construction, acquisition and financing of the regional improvements described in the ARI Master Plan. The ARI Master Plan is one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of the districts which constitute such ARI Authority, which master plan will change from time to time. The District is a participant in the South Aurora Regional Improvement Authority. Revenues collected and held under the ARI mill levy will be held in a segregated account for the benefit of the Authority.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 7.0% of the property taxes collected.

Operations Fee

The District imposes a monthly operations fee on homeowners and vacant lot owners. The fee varies between the two types of owners based on applicable costs to operate the landscape and maintenance of the District property. The fees and associated expenditures are tracked in the Operations Fee fund.

Interest Income

Interest earned on the District's available funds has been estimated based on historical earnings.

Expenditures

General, Administrative, and Operations Expenditures

Administrative expenditures include the services necessary to maintain the District's administrative viability such as legal, accounting, audit, managerial, insurance, banking, meeting expense and other administrative expenses. Additionally, the operations expenditures to maintain District property are detailed in the Operations Fee fund.

Debt Service

Principal and interest payments are provided based on the debt amortization schedule from the Series 2017 General Obligation Refunding Bonds. The District's current debt service schedule is attached.

See related notes below under Debt and Leases.

**HIGH PLAINS METROPOLITAN DISTRICT
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases

On June 6, 2017 the District issued General Obligation Refunding Bonds Series 2017 in the amount of \$27,415,000. The proceeds from the sale of the 2017 Bonds were used to (i) refund the District's outstanding Limited Tax (Convertible to Unlimited Tax) General Obligation Bonds, Series 2005A, (ii) fund an initial deposit of \$1,000,000 to the Surplus Account, and (iii) pay certain costs of issuance of the Bonds.

The Series 2017 Bonds bear interest at rates ranging from 2.375% to 5.000%, payable semi-annually on June 1 and December 1, beginning on December 1, 2017. Annual mandatory sinking fund principal payments are due on December 1, beginning on December 1, 2019. The Series 2017 Bonds mature on December 1, 2047. The Series 2017 Bonds are subject to optional and mandatory sinking fund redemption prior to maturity.

The Series 2017 Bonds are a general obligation of the District. The full faith and credit of the District are pledged for the payment of the principal of, premium, if any and interest on the Bonds. Without limiting the foregoing, the Pledged Revenue is pledged to the payment of the Bonds, on a parity with Parity Bonds, if any. "Pledged Revenue" is defined in the Bond Resolution to mean: (i) all amounts derived by the District from imposition of the Required Mill Levy and, to the extent not applied to the payment or refunding of the Series 2005A Bonds, the debt service mill levy imposed by the District in 2016 (less costs of collection and any tax refunds or abatements authorized by or on behalf of the County); and (ii) Specific Ownership Taxes. The Series 2017 Bonds are secured by amounts held by the District in the Surplus Account, if any. All of the Series 2017 Bonds shall be additionally secured by a Bond Insurance Policy issued by National Public Finance Guarantee Corp, rated A by Standard & Poor's.

The District has no operating or capital leases.

**HIGH PLAINS METROPOLITAN DISTRICT
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases – (continued)

The following is an analysis of anticipated changes in the District’s long-term obligations, subordinate to the Senior Bonds, for the years ending December 31, 2020 and 2021.

	Balance - December 31, 2019	Additions	Retirement of Long-Term Obligations	Balance - December 31, 2020
Reimbursement Agreements				
Lennar - Capital	\$ 15,530,600	\$ -	\$ (15,530,600)	\$ -
Lennar - Capital - Interest	14,687,450	1,087,142	(15,774,592)	-
MS Rialto - Capital	787,397	-	-	787,397
MS Rialto - Capital - Interest	613,408	55,268	-	668,676
MS Rialto - Operations	414,611	-	-	414,611
MS Rialto - Operations - Interest	289,636	29,102	-	318,738
Total	<u>\$ 32,323,102</u>	<u>\$ 1,171,512</u>	<u>\$ (31,305,192)</u>	<u>\$ 2,189,422</u>

	Balance - December 31, 2020	Additions	Retirement of Long-Term Obligations	Balance - December 31, 2021
Reimbursement Agreements				
MS Rialto - Capital	\$ 787,397	\$ -	\$ -	\$ 787,397
MS Rialto - Capital - Interest	668,676	55,118	-	723,794
MS Rialto - Operations	414,611	-	-	414,611
MS Rialto - Operations - Interest	318,738	29,023	-	347,761
Total	<u>\$ 2,189,422</u>	<u>\$ 84,141</u>	<u>\$ -</u>	<u>\$ 2,273,563</u>

Reserves

Emergency Reserves

The District has provided an Emergency Reserve fund equal to at least 3% of fiscal year spending for 2021, as defined under TABOR.

HIGH PLAINS METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY
December 31, 2021

<u>Bonds and Interest Maturing in the Year Ending December 31,</u>	\$27,415,000 General Obligation Refunding Bonds Series 2017 Dated June 6, 2017 Rates ranging from 2.375% to 5.000% Interest Payable June 1 and December 1 Principal Due December 1		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$ 300,000	\$ 1,114,925	\$ 1,414,925
2022	420,000	1,102,925	1,522,925
2023	450,000	1,086,125	1,536,125
2024	500,000	1,068,125	1,568,125
2025	520,000	1,048,125	1,568,125
2026	565,000	1,035,775	1,600,775
2027	595,000	1,007,525	1,602,525
2028	655,000	977,775	1,632,775
2029	685,000	945,025	1,630,025
2030	755,000	910,775	1,665,775
2031	780,000	886,237	1,666,237
2032	835,000	860,888	1,695,888
2033	865,000	833,750	1,698,750
2034	940,000	790,500	1,730,500
2035	990,000	743,500	1,733,500
2036	1,070,000	694,000	1,764,000
2037	1,115,000	651,200	1,766,200
2038	1,195,000	606,600	1,801,600
2039	1,245,000	558,800	1,803,800
2040	1,330,000	509,000	1,839,000
2041	1,380,000	455,800	1,835,800
2042	1,475,000	400,600	1,875,600
2043	1,535,000	341,600	1,876,600
2044	1,630,000	280,200	1,910,200
2045	1,695,000	215,000	1,910,000
2046	1,805,000	147,200	1,952,200
2047	1,875,000	75,000	1,950,000
	<u>\$ 27,205,000</u>	<u>\$ 19,346,975</u>	<u>\$ 46,551,975</u>

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

High Plains Metropolitan District
Schedule of Cash Position
March 31, 2021
Updated as of April 8, 2021

	<u>General Fund</u>	<u>Special Revnue Fee Fund</u>	<u>Debt Service Fund GO Bonds</u>	<u>Debt Service Fund Revenue</u>	<u>Capital Projects Fund</u>	<u>Capital Projects Regional Imprvmt</u>	<u>Total</u>
<u>1st Bank - Checking</u>							
Balance as of 3/31/21	\$ 8,097.57	\$ 178,875.31	\$ -	\$ -	\$ -	\$ -	\$ 186,972.88
Subsequent activity:							
04/07/21 - Xcel Autopay	-	(1,036.17)	-	-	-	-	(1,036.17)
04/05/21 - Bill.com Payment	(3,902.90)	(568.74)	-	-	-	-	(4,471.64)
04/08/21 - Bill.com Payment	-	(10,355.00)	-	-	-	-	(10,355.00)
<i>Anticipated Bill.com Payment</i>	-	(4,336.65)	-	-	-	-	(4,336.65)
<i>Anticipated Balance</i>	<u>4,194.67</u>	<u>162,578.75</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>166,773.42</u>
<u>Colotrust - Savings Account</u>							
Balance as of 3/31/21	\$ 2,341,864.41	\$ 232,371.20	\$ 2,527,154.30	\$ 12,788.76	\$ -	\$ 18,642.17	\$ 5,132,820.84
Subsequent activity:							
Surplus fund	-	-	(1,000,000.00)	-	-	-	(1,000,000.00)
Development fees payable	-	-	(168,500.00)	-	-	-	(168,500.00)
<i>Anticipated Transfer to SARIA</i>	-	-	-	-	-	(18,642.17)	(18,642.17)
<i>Anticipated Balance</i>	<u>2,341,864.41</u>	<u>232,371.20</u>	<u>1,358,654.30</u>	<u>12,788.76</u>	<u>-</u>	<u>-</u>	<u>3,945,678.67</u>
<i>Total by fund</i>	<u>\$ 2,346,059.08</u>	<u>\$ 394,949.95</u>	<u>\$ 1,358,654.30</u>	<u>\$ 12,788.76</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,112,452.09</u>

Yield Information:

Colotrust Prime (March 2021) - .02%

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

HIGH PLAINS METROPOLITAN DISTRICT
Property Taxes Reconciliation
2021

	Current Year									Prior Year		
	Property Taxes	Delinquent Taxes, Rebates & Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	YTD
January	\$ 26,650.29	\$ -	\$ 17,915.32	\$ -	\$ (399.75)	\$ -	\$ 44,165.86	0.94%	0.94%	\$ 29,885.25	0.52%	0.52%
February	1,097,567.43	-	13,318.91	-	(16,463.51)	-	1,094,422.83	38.65%	39.59%	1,107,563.30	40.97%	41.49%
March	-	-	-	-	-	-	-	0.00%	39.59%	127,002.78	4.21%	45.71%
April	-	-	-	-	-	-	-	0.00%	39.59%	363,637.37	13.29%	58.99%
May	-	-	-	-	-	-	-	0.00%	39.59%	85,659.36	2.71%	61.70%
June	-	-	-	-	-	-	-	0.00%	39.59%	1,008,956.80	37.24%	98.94%
July	-	-	-	-	-	-	-	0.00%	39.59%	27,958.18	0.26%	99.20%
August	-	-	-	-	-	-	-	0.00%	39.59%	15,879.70	0.00%	99.20%
September	-	-	-	-	-	-	-	0.00%	39.59%	27,162.21	0.31%	99.51%
October	-	-	-	-	-	-	-	0.00%	39.59%	28,671.65	0.32%	99.83%
November	-	-	-	-	-	-	-	0.00%	39.59%	21,489.91	0.23%	100.06%
December	-	-	-	-	-	-	-	0.00%	39.59%	10,767.25	-0.08%	99.98%
Total	\$ 1,124,217.72	\$ -	\$ 31,234.23	\$ -	\$ (16,863.26)	\$ -	\$ 1,138,588.69	39.59%	39.59%	\$ 2,854,633.76	99.98%	99.98%

Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amount Levied	
General Fund	\$ 1,288,434.00	45.38%	\$ 510,134.28	39.59%
Debt Service Fund	1,503,173.00	52.94%	595,157.38	39.59%
Regional	47,801.00	1.68%	18,926.06	39.59%
Total	\$ 2,839,408.00	100.00%	\$ 1,124,217.72	

Specific Ownership Tax

General Fund	\$ 93,536.00	47.06%	\$ 14,698.92	15.71%
Debt Service Fund	105,222.00	52.94%	16,535.31	15.71%
Total	\$ 198,758.00	100.00%	\$ 31,234.23	

Treasurer's Fees

General Fund	\$ 19,327.00	45.38%	\$ 7,652.01	39.59%
Debt Service Fund	22,548.00	52.94%	8,927.36	39.59%
Regional	717.00	1.68%	283.89	39.59%
Total	\$ 42,592.00	100.00%	\$ 16,863.26	

Due To SARIA From 2020	\$ 466.61
Pledged Ptax Collected	18,642.17
Payments to SARIA	466.61
Due To SARIA	\$ 18,642.17

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

High Plains Metropolitan District, CO -- Moody's upgrades to A2 High Plains Metropolitan District, CO's GOULT

Rating Action: Moody's upgrades to A2 High Plains Metropolitan District, CO's GOULT Global Credit Research - 26 Mar 2021 New York, March 26, 2021 -- Moody's Investors Service has upgraded High Plains Metropolitan District, CO's general obligation unlimited tax (GOULT) debt rating to **A2 from Baa2** affecting approximately \$27.4 million of rated debt. Moody's has also removed the stable outlook.

RATINGS RATIONALE: The upgrade to A2 reflects the district's material tax base growth, driven by a combination of ongoing residential housing construction and property value appreciation. Development is in its final stages, and the district is expected to attain full build out in the coming months. Additionally, the rating considers the district's above-average debt burden, which has moderated with ongoing development in recent years and will continue to decline as debt amortizes given that the district has no additional borrowing plans. Finally, the A2 rating reflects the district's healthy financial reserves relative to its limited operational requirements.

RATING OUTLOOK: Moody's generally does not assign outlooks to local government credits with this amount of debt outstanding.

FACTORS THAT COULD LEAD TO AN UPGRADE OF THE RATING: Further tax base growth-Moderation of the debt burden-Material increase in operating reserves.

FACTORS THAT COULD LEAD TO A DOWNGRADE OF THE RATING: Significant tax base contraction.- Material decline in operating reserves-Substantial increase in debt, absent corresponding taxable value growth

LEGAL SECURITY: The bonds are secured by the district's full faith and credit, supported by its pledge and authority to levy an ad valorem tax sufficient to pay debt service on all property within the district without limitation as to rate or amount. Pledged revenue includes all amounts derived from the district from imposition of the required mill levy and specific ownership taxes. The bonds also benefit from a surplus fund that is held and maintained by the district and is currently fully funded at approximately \$1 million.

PROFILE: High Plains Metropolitan District consists of approximately 642 acres located in the southeastern section of the City of Aurora (Aaa stable). The district is approximately 32 miles southeast of downtown Denver (Aaa stable) and 15 miles east of the Denver Technological Center.

METHODOLOGY: The principal methodology used in this rating was US Local Government General Obligation Debt published in January 2021 and available at <https://www.moody.com/researchdocumentcontentpage.aspx>



Monthly Management Summary
 High Plains Metropolitan District
 1/1/2021 - 3/31/2021

Date: 4/12/2021
 Time: 4:12 pm
 Page: 1

Portfolio Manager: Irene Borisov irene.borisov@rowcal.com

Property Information

Number of Units: 912
Number of Resales: 912

Communications

Number of Violations:	0	Phone Calls This Month:	25
Number of Closed Violations:	0		
Number of ACC requests:	2		
Number of Work Orders:	4		

Financial Summary

Account Balances

Total Operating Accounts	\$4,993.00
Total Reserve Accounts	
Total Cash on Hand	\$4,993.00

	Month To Date	Year To Date	Budget
Total Income			
Total Revenue	\$500.00	\$500.00	
Total Expense			
Net Income/Loss	\$500.00	\$500.00	\$0.00

Upcoming Management Plan Items

Plan Item	Date	Responsible Party
------------------	-------------	--------------------------

Manager Action Item Updates:**Manager Action Items**

Open Items:	7
New Items:	19
Closed Items:	15

Manager Action Items

Description	Due Date	Status
Warranty Walks for Monument & Renovated Park - May Setup meeting onsite with Mark Taylor & Kara Scheetz (Architerra)/Cox/LC/Irene	06/30/2021	Not Started
7790 S Queensburg - ACH Form Owner: Maria Hansen Owner sent ACH Form. Attached in notes. 2/26/2021 12:37:30PM ACH added and saved to H/O correspondence	03/03/2021	Completed
Natarajan ACH ACH attached for Sureshkumar Natarajan. 2/26/2021 12:33:51PM ACH added and saved to H/O correspondence	02/26/2021	Completed
26929 E Irish PI - ACH Owner: Yu Wang ACH attached in notes. 2/26/2021 12:39:52PM ACH added and saved to H/O correspondence	03/04/2021	Completed
Cox ACH ACH attached for Andrew Cox 2/26/2021 12:35:42PM ach added and saved to H/O correspondence	02/26/2021	Completed
26783 E Mineral Dr- ACH Form Matt Heap sent his ACH this weekend. 3/4/2021 5:22:08PM ACH information has been entered and will begin with April assessments. AR/FBS	03/05/2021	Completed
ACH - 27546 E Elmhurst PI ACH Form attached in notes. 3/25/2021 1:58:15PM Completed by finite.	03/09/2021	Completed
Zack Kobilca - acc review Zack Kobilca called because he was supposed to get an update on his architectural change request by today and hasn't heard back. 303.828.7091. 3/10/2021 4:28:12PM Spoke with District Council about this item: We have to deny the request based on the City of Aurora rules - the owner needs to get approval from the City to install the Backyard on the secondary lot and than send to the District with a re-submittal of the plans for review. Mangt. sent this over to DRC (Lee) to deny request with this information and have contacted the owner that they will received this shortly. 3/10/2021 4:27:15PM Spoke with District Council about this item: We have to deny the request based on the City of Aurora rules - the owner needs to get approval from the City to install the Backyard on the secondary lot and than send to the District with a re-submittal of the plans for review. Mangt. sent this over to DRC (Lee) to deny request with this information and have contacted the owner that they will received this shortly.	03/10/2021	Completed
ACH-27781 E. Long PI. Please Process the ACH for Lawrence Thigpen 3/10/2021 11:56:19AM changed and saved to ho account	03/17/2021	Completed
CO-COHPMD46087 - statement Jennifer brockmeier called to request a statement to ensure dues are up to date when available. jmbrockmeier@gmail.com 3/25/2021 2:38:21PM Pulled Caliber ledger and sent to owner's email as requested.	03/24/2021	Completed



Monthly Management Summary

High Plains Metropolitan District
1/1/2021 - 3/31/2021

Date: 4/12/2021
Time: 4:12 pm
Page: 4

27332 Otero-Account Ledger 03/16/2021 Completed

homeowner need account ledger for a home refinance. Please email it to :ktaylor919@comcast.net Thank you!
3/19/2021 1:15:37PM Complete

7847-Color for Stucco 03/16/2021 Completed

cindyesparza70498@yahoo.com

Homeowner needs color used for stucco at 7847 S Valleyhead Way , please email to the above email address.

3/19/2021 3:56:22PM We have let the owner know that we do not have the colors for the homes as they are not provided to the Metro by the builders. Her best option is to reach out the builder of the home or have it color matched.

27270 E Nova Cir- questions about building home 03/18/2021 Completed

The owner at the property had some questions about how their dues will change once they build their home on the property. also if there are any special requirements they need to be aware of. Please call Shannon Drees at 360-621-8254

3/19/2021 3:59:51PM This was sent over to Danielle Riker in the Denver office to contact the owner and provide her the information that she needed.

CO-COHPMD45556 - unable to pay online 03/17/2021 Completed

Mandy Gordy, CO-COHPMD45556, is trying to pay her dues by e-check in advance online, but the website keeps giving her the error "internal error has occurred". She has tried on multiple phones and laptops. She would prefer not to send a check. Please advise care team if there is anything on our end that might be preventing her from making online payments by e-check and care team will call her back at 303.250.7150.

3/18/2021 5:53:15PM There are 2 credit card payments posted to the account. The error would not be on the accounting side you may need to check webaxis.

7887 valleyhead - mailbox lock/key 03/23/2021 Completed

Christopher Gulli, 303.913.8442, called because his mail key does not fit in the lock anymore. He drove to the post office but they said the association is responsible. The lock needs to be repaired and he needs a new key.

3/29/2021 5:55:52PM Provided information that the locks to the kiosks are the owners and they need to fix the lock and provide a key to the post office. This is done for security reasons. The District is responsible for the entire unit as a whole.

Danielle R. or Kathleen were supposed to respond to the owner with this information.

ACH Form 03/26/2021 Deferred/On-Hold

8198 S Yantley CT. Laverne Moore-Washington-Add ACH. Thank you.

8173 S Valleyhead Way - hold for collections 03/31/2021 Completed

Please place a hold for collections on 8173 S Valleyhead Way, as the website is not allowing him to make payments. We are creating a case to see if we can get his account fixed.

3/31/2021 2:57:27PM Account has been placed on hold until 04/30, if the owner is able to log in > get things sorted let us know so we can remove it. Thank you!

Check 04/06/2021 In Progress

Homeowner Issued a check but was set up with automatic payments Check is in mail. Issue refund or rip up check when received



Monthly Management Summary

High Plains Metropolitan District
1/1/2021 - 3/31/2021

Date: 4/12/2021
Time: 4:12 pm
Page: 5

27695 E Moraine Dr > CO-COHPMD45765
Patrick Sonnier
Julia Sonnier

04/06/2021 In Progress

I apologize as the original Action Item disappeared from me (and if I'm incorrect I apologize). We're unsure of why the check was returned and we're going to leave this In Progress until we can confirm with the bank about the address for High Plains.

Quarterly assessments will receive a quarterly statement and do not receive coupon books, we've opted the owner in to receive Statements on their account.

Thank you!

28030 E Otero PI

04/08/2021 Not Started

Kathleen, when I look up the property address i get two different account owners with account numbers that are one number different from each other. but the owner says they have owned the property since early 2020. they have also just received a statement letter addressed to Lenar at the property address and are confused as to why they are receiving this.

27878 E Clifton PI - developer

04/14/2021 In Progress

The owner of 27878 E Clifton called because he received a statement showing he had an assessment due, but he pre-paid a year of dues when he bought the home in July. From what he remembers, all the title info was sent to Summit back in July. He will check to see if he has a copy of the title. Please check if we have that title info, and put the account on hold for collections while the payments get sorted out.

8190-ACC request

04/13/2021 Not Started

please see the acc form, new homeowner wants to get approval for fence installation

Action Item Subject/Description	Start Date	Due Date	Status
Irene Borisov			
High Plains Metropolitan District			
Cox ACH ACH attached for Andrew Cox	02/26/2021	02/26/2021	Completed
26929 E Irish PI - ACH Owner: Yu Wang ACH attached in notes.	02/25/2021	03/04/2021	Completed
ACH - 27546 E Elmhurst PI ACH Form attached in notes.	03/02/2021	03/09/2021	Completed
7790 S Queensburg - ACH Form Owner: Maria Hansen Owner sent ACH Form. Attached in notes.	02/24/2021	03/03/2021	Completed
26783 E Mineral Dr- ACH Form Matt Heap sent his ACH this weekend.	03/01/2021	03/05/2021	Completed
Natarajan ACH ACH attached for Sureshkumar Natarajan.	02/25/2021	02/26/2021	Completed
ACH Form 8198 S Yantley CT. Laverne Moore-Washington-Add ACH. Thank you.	03/23/2021	03/26/2021	Deferred/On-H
7887 valleyhead - mailbox lock/key Christopher Gulli, 303.913.8442, called because his mail key does not fit in the lock anymore. He drove to the post office but they said the association is responsible. The lock needs to be repaired and he needs a new key.	03/22/2021	03/23/2021	Completed
27525 E. Nova PI - ACC Request Owner submitted an ACC form for backyard renovation (entered as new ACC)	03/25/2021	03/31/2021	Completed
7847-Color for Stucco cindyeparza70498@yahoo.com Homeowner needs color used for stucco at 7847 S Valleyhead Way , please email to the above email address.	03/15/2021	03/16/2021	Completed
Zack Kobilca - acc review Zack Kobilca called because he was supposed to get an update on his architectural change request by today and hasn't heard back. 303.828.7091.	03/09/2021	03/10/2021	Completed
CO-COHPMD46087 - statement Jennifer brockmeier called to request a statement to ensure dues are up to date when available. jmbrockmeier@gmail.com	03/22/2021	03/24/2021	Completed
27270 E Nova Cir- questions about building home The owner at the property had some questions about how their dues will change once they build their home on the property. also if there are any special requirements they need to be aware of. Please call Shannon Drees at 360-621-8254	03/15/2021	03/18/2021	Completed
CO-COHPMD45556 - unable to pay online Mandy Gordy, CO-COHPMD45556, is trying to pay her dues by e-check in advance online, but the website keeps giving her the error "internal error has occurred". She has tried on multiple phones and laptops. She would prefer not to send a check. Please advise care team if there is anything on our end that might be preventing her from making online payments by e-check and care team will call her back at 303.250.7150.	03/16/2021	03/17/2021	Completed
ACH-27781 E. Long PI. Please Process the ACH for Lawrence Thigpen	03/10/2021	03/17/2021	Completed



Action Item Subject/Description	Start Date	Due Date	Status
27332 Otero-Account Ledger homeowner need account ledger for a home refinance. Please email it to :ktaylor919@comcast.net Thank you!	03/15/2021	03/16/2021	Completed
8173 S Valleyhead Way - hold for collections Please place a hold for collections on 8173 S Valleyhead Way, as the website is not allowing him to make payments. We are creating a case to see if we can get his account fixed.	03/30/2021	03/31/2021	Completed

Irene Borisov



SNOW REMOVAL CONTRACT

For 2020-2021

This Snow Removal Contract ("Contract") is entered into on the [redacted] day of [redacted] by and between Landtech Contractors, Inc. ("Contractor") and "[redacted]" ("Customer")

Customer Information: To be filled out by Client

Customer property name: _____
Customer property address: _____
Customer on-site rep name: _____
On-site rep phone #: _____
Customer emergency rep name: _____
Emergency rep phone #: _____
Customer Management Company: _____
Customer manager name: _____
Customer billing address: _____
Customer office phone #: _____
Customer fax phone #: _____
Customer e-mail address: _____

Contractor Information:

Contractor's office address: 525 Laredo St., Aurora, CO 80011
Contractor's office phone #: 303 344 4465
Contractor's fax phone #: 303 344 1518
Contractor's billing e-mail address: Billing@Landtechcontractors.com

Contract Term:

Contract commencement date: See above
Contract termination date: May 31, 2021

1. Scope of Services: Contractor will perform the services described in the Snow Removal Requirements ("SRR") Article B, which is attached hereto and incorporated herein by this reference. The SRR must be completed by Customer prior to the start of the snow season and must clearly define the snow removal services that Customer wants Contractor to provide under this Contract and the specific areas of the Customer's Property (identified above). Services will not include ice removal, or the physical removal of snow from the Property. This service is only available with 24 hours notice to Contractor and will be billed on a time and materials basis pursuant to the pricing schedule in Article A of this Contract. Cleaning up of salt, slicer, or other snow melt products used by Contractor is not specifically included under this Contract but is available from Contractor at an additional cost to Customer.

2. Performance: All labor, equipment, and materials will be furnished by Contractor. Contractor may use subcontractors in the provision of service under this Contract. Snow plowing will be accomplished by mechanically pushing snow to boundaries designated by Customer in the SRR and will begin once snow levels reach **Trace, 1" or 2" ONLY** (circle one) Snow removal on sidewalks will be performed by hand shoveling, unless areas are accessible by snow blower and/or ATV (when available) and will begin once snow levels reach **Trace, 1" or 2" ONLY** (circle one) Unless Customer instructs Contractor otherwise, Customer agrees that Contractor has discretion to determine if snow removal is necessary under this Contract based on snow accumulations, forecasted temperatures and weather conditions for the Property. Customer understands that snow accumulations may vary from one part of town to the next, and that weather conditions in one part of town may not be indicative of accumulations at the Customer's Property. Customer also understands that drifting snow may necessitate plowing of Customer's Property, regardless of the average accumulation at that Property.

Normal nightly refreezing of melted snow and ice may occur for a period of time after each storm or snow event. Therefore, Contractor will return to the Property and will re-plow, re-shovel or re-apply salt, sand or snow melt products as it deems necessary, unless Customer notifies Contractor before-hand not to do so.

Customer is responsible for having all vehicles removed from parking lots, drives, access roads, and designated stock pile areas, so that Contractor can properly and efficiently operate snowplowing equipment. If vehicles are not removed at the time of plowing operation, Contractor will be obligated to plow only those areas available and open for safe use and operation of the snow plow equipment. If the designated stockpile areas are not accessible, Contractor will stockpile snow in an area chosen at Contractor's discretion to provide the least interference with use of the Property.

Services under this Contract will commence during or within twelve (12) hours of the end of any snowfall. Contractor will charge for travel time to the Property according to the type of services to be performed. Services will be initiated when, in the best judgment of Contractor, conditions are such that snow removal services are required. It is Customer's responsibility to notify Contractor when snow services are not required by contacting either of Contractors On-site or Emergency Representatives at the numbers set forth above.

When a large accumulation of snow is predicted, such as an "upslope", blizzard conditions, snow in excess of 12", ice in all of its forms, declared states of emergency. Contractor has discretion to commence services under this Contract prior to the cessation of snowfall. Contractor will make every effort to insure such service. Customer understands, however, that certain conditions may pose challenges to Contractor providing services, which are out of Contractor's control. In such cases, Contractor will keep Customer informed of conditions and will define realistic expectations for completion of field operations. Any precipitation event lasting longer than 12 hours will require that Contractor schedule rest periods for field personnel and Managers to assure their safety. When accumulation exceeds six (6") inches, or when drift conditions exist, "shovel-wide" paths will be cleared during the first visit to the site. Walks will be cleared to their full width when conditions allow further attention.

If sidewalk snow service is requested by Customer, Customer understands that if temperature and wind conditions combine to bring temperatures below ten (10) degrees Fahrenheit, Contractor may have to stop providing services during that period of time in order to protect the health and well being of its employees.

Contractor will provide services under this Contract in a workman-like manner. Customer accepts this warranty as its sole recourse, and THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

3. Property Damage: Customer agrees that Contractor is not responsible to Customer or anyone else for damages caused by snow removal equipment (including, but not limited to pick-up trucks, loaders and tractors) to property items in and around the area designated by Customer for plowing, and which are concealed from Contractor's view by snow accumulation or other adverse weather condition. Such property items include, but are not limited to turf (grass), curbs, wheel stops, fire hydrants, plant material and other landscaping, and retaining walls. Customer also agrees that Contractor is not responsible to Customer or anyone else for damages caused by snow removal equipment to surface integrity due to weight of snow removal equipment. Installation of necessary snow stakes is recommended. If Contractor, in its discretion, deems such stakes to be necessary to avoid property damage, Contractor is hereby authorized to provide stakes at an additional cost to Customer, as set forth under the pricing schedule in Article A of this Contract.

4. Personal Injury and Indemnification: Customer understands that slippery conditions after a snow event are an inherent risk that cannot be completely eliminated by services provide by Contractor hereunder. Therefore, Customer agrees that it will not hold Contractor, its officers, agents and employees liable for any claims, damages, losses, and expenses, (including but not limited to attorneys' fees and court costs) arising out of or resulting from falls and other accidents caused in whole or in part by snow, ice or any other slippery condition on the property. Customer also agrees to indemnify and defend Contractor from and against any claim, cause of action, or liability instituted by any employee, resident or third-party arising out of or related in any way to property damage, and personal injury due to ice, snow or other slippery condition that may exist on the Property before, during or after Contractor has performed services pursuant to the Contract. Customer agrees to indemnify and defend Contractor from all such claims and liabilities regardless of whether allegedly caused by any actions or failures of Contractor.

Customer understands that upon completion of snow service operations, even if conducted to the highest standards in the industry for this area, slippery conditions may still exist. For example, normal nightly refreezing of melting snow and ice may occur after each storm. Therefore, Contractor will not be liable for accidents caused by this inherent risk and will be defended, indemnified and held harmless by Customer from and against lawsuits or claims that may result from naturally occurring weather conditions, or the presence of salt, sand, or other snow melt products used by Contractor. Contractor has discretion to determine whether to apply snow melt chemicals for snow management. Such chemicals have inherent properties that could degrade or damage metal, paving material, and plant material that come in contact with such chemicals, and therefore, Contractor will not be liable for damage caused to said objects or materials on site.

5. Insurance: Throughout the term of this Contract, Contractor will maintain General Liability insurance of \$2,000,000 aggregate, and will also carry the Colorado State required Workman's Compensation insurance, and Automobile Liability insurance, \$1,000,000 bodily injury each person/each accident, and \$1,000,000 property damage.

6. Termination without Cause: Either party to this Contract may terminate the Contract without cause by sending written notice to the other party at the respective address stated above. Termination of the Contract will become effective 30 days after the date such written notice is provided. In the event of such termination, full payment for services performed or material provided under this Contract becomes due and payable on, or before, the effective date of termination. In the event of pre-payment of services not performed or

materials not provided after the effective date of termination, Contractor will issue a refund to Customer on, or before, the effective date of termination. In addition, if Customer has entered into this Contract as an agent of the Property owner, and Customer's agreement with the Property owner is terminated, this Contract will automatically terminate without notice, effective the date of such termination by the Property Owner.

7. Default and Remedies: A default will occur if Customer fails to make payment when due under the Contract. In the event of such default, Contractor may, at its option: (a) terminate the Contract, without further notice to Customer and without waiving any right it may have to recover payment of the money due from Customer; or (b) halt services under the Contract until such payment is made to Contractor. Customer agrees and understands that he/she/it will be responsible for all costs of collecting payment due, including reasonable attorneys' fees and costs.

If Contractor fails to perform services as required under this Contract, defaults under the Contract, or is grossly negligent, Customer must send written notice of same to Contractor at the address for Contractor stated above. In the event of such default, Customer may: (a) demand strict performance of the Contract; (b) terminate the Contract. If Customer reasonably believes that Contractor's performance is not satisfactory, customer may also terminate the Contract upon written notice to Contractor explaining the reason for such termination.

8. Payment: The prices, specifications, and conditions are satisfactory and are hereby accepted by Customer. Contractor is authorized to do the work as specified. The rate schedule for this Contract is outlined below and all work will be performed and paid for according to these rates. All accounts are to be due and paid in full net ten (10) days after receipt of an invoice from Contractor. Customer agrees that thirty (30) day past due accounts will be charged interest at 1.5% per month (18% per year). Contractor may decline to perform services if accounts are over twenty days (20) past due following Customer's receipt of invoices for services rendered. Customer will be responsible for a \$45.00 returned check fee for any check returned unpaid for any reason.

9. Attorneys Fees and Venue: In the event either party to this Contract commences an action to enforce the terms of the Contract, the prevailing party to such action is entitled to recover its attorneys' fees and court costs. The parties agree that venue for any such legal action shall be the District Court for the City and County of Denver, State of Colorado.

10. Miscellaneous:

10.1 Contractor reserves the right not to proceed with services outlined under this Contract, and the contract may be deemed null and void by Contractor notwithstanding execution of the Contract by Customer, if the Contract is not executed by Customer within 30 days from the date the Contract is sent to Customer.

10.2 This Contract and attachments hereto supersedes any and all other agreements between the parties, oral or written, regarding snow removal services.

10.3 By signing below, each party acknowledges they have read and understand the Contract and that no representation, inducement, promise, or agreement, oral or otherwise, has been made by any party which is not embodied herein. This Contract shall be construed objectively in light of its overall purpose, which is to provide the described services herein for compensation. Neither the source nor the authorship of this Contract shall cause any other bias or presumption in the construction or interpretation of this Contract. Any changes to the terms of this Contract are not binding unless in writing, signed by each of the parties.

10.4 This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract.

10.5 Customer may not assign this Contract without first obtaining Contractor's written approval to do so. Such approval will not be unreasonably withheld by Contractor.

10.6 The parties hereto agree that a facsimile signature may substitute for and have the same legal effect as the original signature.

10.7 This Contract shall be construed in accordance with the laws of the State of Colorado.

CONTRACTOR: Landtech Contractors, Inc.

BY: _____
Date

CUSTOMER:

BY: _____
Its: _____ Date



Article A: HOURLY RATES 2020-2021

Equipment:

Rates include operator and are based on a one (1) hour minimum charge

Drive time is charged one direction.

<u>EQUIPMENT:</u>	
4X4 Truck with Plow w/Wings	\$115.00 per hour
Ice Slicer Spreader	\$135.00 per hour plus material
Skid Steer Loader with Push Box	\$145.00 per hour
Snow Blower	\$60.00 per hour
ATV with plow	\$65.00 per hour
UTV Plow and Ice Melt Spreader	\$75.00 per hour plus material
<u>HEAVY EQUIPMENT:</u>	
Front End Loader 1 yard with Push Box/Bucket	\$200.00 per hour
Front End Loader 3 yard with Push Box/Bucket	\$265.00 per hour
Single Axle Dump Truck	\$115.00 per hour
Semi Tractor with End Dump Trailer	\$240.00 per hour
<u>LABOR:</u>	
Hand Shovel	\$58.00 per man, per hour
Hand Spread Ice Melt	\$58.00 per man, per hour plus material
Install Curb Markers	\$5.00 each, plus \$58.00 per hour labor (\$200 min)
Crew Mobilization Fee	\$60.00 per occurrence (in addition to hourly shoveling rates)
<u>MATERIAL:</u>	
Ice melt	\$0.95 per pound + Labor Rate of \$58 per man/hour
Environmentally Friendly Ice melt	\$1.35 per pound + Labor Rate of \$58 per man/hour
Ice Slicer (Granulated Magnesium Chloride)	\$255.00 per ton + Truck with V-Spreader (1 hr minimum)
<u>OTHER :</u>	
Snow monitoring service	\$60.00 per hour (min. 1 hr.)

Article B: Snow Removal Requirements

Property Name:		
Property Address:		
Property Contact:		
Contact E-mail:		
Contact Phone #:		
At what accumulation is clearing walkways and doorways required?	YES <input type="checkbox"/>	Trace 1" <input type="checkbox"/> 2" <input type="checkbox"/>
	NO	(Checkmark one)
Is the ice melt application needed for walkways?	YES <input type="checkbox"/>	Standard <input type="checkbox"/>
	NO	Environmentally Friendly <input type="checkbox"/> (Checkmark one)
At what accumulation are plow services for parking lots, entry & driveways, loading docks, etc. required?	YES <input type="checkbox"/>	Trace 1" <input type="checkbox"/> 2" <input type="checkbox"/>
	NO	(Checkmark one)
Is Ice Slicer (Granulated Magnesium Chloride) application required for entry and driveways, drive lanes, loading docks?	YES <input type="checkbox"/>	
	NO	
Are there specific areas that snow is to be piled?	<input type="checkbox"/>	
Is there a site plan or map available? If so, please attach it.		
Are there restricted areas on your site that require snow services?		
How can we arrange to access these areas?		
<p>Snow Monitoring Service: This service will provide the client with a property check to monitor snow accumulation. This service will be offered when the snow has been forecast that will potentially meet the client's contractual trigger point. Service will be offered at an hourly rate of \$60.00 per man-hour and material (1 hr. min. charge per visit) Services must be requested at the time contract execution.</p>		
Initials _____		
Special Instructions:		

**INDEPENDENT CONTRACTOR AGREEMENT
(LANDSCAPE MAINTENANCE SERVICES)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 5th day of March, 2021, by and between HIGH PLAINS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and LANDTECH CONTRACTORS, INC., a Colorado corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

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

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

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

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

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

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

TERMS AND CONDITIONS

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

Exhibit A) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of May 1, 2021 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof or (ii) midnight on April 30, 2021. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

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

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

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the

standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

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

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

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

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

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

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will

be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**.

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

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

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

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

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance,

errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

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

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

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

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

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

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

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

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

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

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

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

11. CONTRACTOR'S INSURANCE.

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

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

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

12. CONFIDENTIALITY AND CONFLICTS.

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

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

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

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

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

15. INDEMNIFICATION.

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

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

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

in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

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

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

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting

party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

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

District: High Plains Metropolitan District
c/o Summit Management & Consulting
19101 E. Kenyon Ave., #1200
Denver, Colorado 80237
Attention: Irene Borisov, Manager
Phone: (303) 459-4919
Email: irene@sammgt.com

With a Copy to: WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Clint Waldron
Phone: (303) 858-1800
E-mail: cwaldron@wbapc.com

Contractor: Landtech Contractors Inc.
525 N. Laredo St.
Aurora, CO 80011
Attention: Ben Zand
Phone: (303) 344-4465

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

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

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

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

25. GOVERNING LAW.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature pages follow].

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

DISTRICT:
HIGH PLAINS METROPOLITAN
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

District's Signature Page to Independent Contractor Agreement for Landscape Maintenance Services with Landtech Contractors, Inc., dated March 5, 2021

CONTRACTOR:
LANDTECH CONTRACTORS, INC., a
Colorado corporation

Printed Name

Title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as the _____ of LANDTECH CONTRACTORS, INC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Contractor's Signature Page to Independent Contractor Agreement for Landscape Maintenance Services with High Plains Metropolitan District, dated March 5, 2021

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

General Scope of Work

- A. **Scope of Work:** Contractor will furnish all labor, tools, specialized equipment, supervision and transportation required to maintain the landscape in an attractive condition throughout the year for the maintenance period specified in this Agreement
- B. **Damages:** Contractor will be responsible for any damages to the property caused by this contract or the Contractor. The cost of all repairs will be borne by the Contractor.
- C. **Acts of God:** The Contractor assumes no responsibility for and shall not be held liable by the District for damages due to conditions beyond the contractor's control. Such conditions include, but are not limited to: harsh weather; abnormally cold winter temperatures; snow damage; ice; melting snow; wind; fire; vandalism; theft; and previous contractor's neglect or improper practices.
- D. **Pre-Existing Conditions:** It is acknowledged by the parties that the present condition of the turf grass is Average; the present condition of trees is Average; the present condition of shrubs is Average; the present condition of the sprinkler system is Average; the present condition of walks is Average; the present condition of drives is Average and the present condition of native area is Average. The Contractor is not responsible for any such conditions nor any continual wear and tear, or acts of third parties.
- E. **Communication System:** The Contractor is expected to be available via telephone, and respond as necessary to emergencies that may arise. Emergencies are defined as items, which, by their nature, cannot be postponed and may cause damage to health or property. Response to emergencies will be by whatever means is most practical to remedy a particular situation. Contractor is entitled to compensation for such emergencies.
- F. **Personnel:** Contractor's employees shall conduct themselves in a workmanlike manner at all times. Contractor is expected to provide adequate supervision at all times.
- G. **Licenses and Permits:** Contractor shall be responsible for obtaining and paying for all licenses and permits required by Federal, State, and local laws that are necessary for the legal operation of the Contractor's business. Such licenses and permits shall include, but not be limited to: business, and commercial pesticides applicator. However, special permits (such as special watering permits) will be obtained at the expense of the District.
- H. **Weather permitting:** All items in this agreement are stated assuming that weather conditions are favorable. Contractor is not to be held responsible, in any way, for delays in the completion of specified tasks due to weather conditions.
- I. **Modification:** In all cases, the included "Description of Services" shall supersede or modify items stipulated in the "General Scope of Work".

Description of Services

Turf Care

- A. Mowing
 - 1. All turf areas shall be mowed at the specified frequencies noted on the attached proposal. The Contractor will determine mowing height. Frequency of mowing will vary in the spring and fall, due to seasonal weather conditions and growth rate of turf.
 - 2. Grass catchers will be used only if there is a specific need and will be used at the discretion of the Contractor. Excessive clippings will be removed from turf.
 - 3. Contractor reserves the right to leave areas un-mowed which he feels would be unsafe to mow due to, but not limited to, the following reasons:
 - a) Areas in use at the time of mowing by large groups of residents, children, etc.
 - b) Areas excessively wet due to rain or improper drainage not caused by the contractor.
 - c) Areas with large concentration of pet droppings.
 - d) Areas under construction.
- B. Trimming
 - 1. All turf areas inaccessible to mowing equipment will be trimmed as needed in conjunction with mowing operations to maintain a neat well-groomed appearance.
 - 2. Where practical, Contractor may use an approved herbicide and/or growth regulator around fences, trees, and other obstacles that maybe damaged by repeated use of string line trimmers.
 - 3. After mowing operations are completed, all grass clippings will be blown and/or removed from walks, drives, patios, etc.

- C. Edging
 1. Edging of walks, swimming pool decks, etc. will be done at the frequency specified in the attached proposal, through the use of a steelblade edger.
 2. Edging is limited to concrete areas, in order to avoid damage to irregular asphalt, flagstone, brick, wood walks and decks.
 3. Concrete drainage pans/spillways will not be edged, unless otherwise specified in this contract.
 4. Excessive debris resulting from edging shall be collected and removed.
- D. Aeration
 1. Aerations will be performed with a core aerator at the frequency specified in the attached proposal.
- E. Police Area
 1. All landscape areas will be policed for loose trash in conjunction with mowing operations. Annual contracts will be policed for loose trash at the frequencies specified in the attached proposal.
 2. Policing does not include the clean-up of drives and parking lots unless specified in this contract. The clean-up of debris due to vandalism, dumping, improperly contained dumpsters, acts of God, etc., will be an extra service to this contract.
 3. Removal of pet droppings is not the responsibility of the Contractor unless otherwise specified.
- F. Turf Weed Control
 1. All turf areas will be treated for the control of broadleaf weeds at the frequency specified in the attached proposal.
 2. The Contractor will be responsible for weed control between the months of May 1st thru October 31st as needed. The Contractor is not responsible for excessive rains, which may wash treatment material away. The cost of all additional treatment is the responsibility of the Contracting Company. From May 1st thru October 31st broadleaf weed control in turf is handled on a curative basis, rather than a preventive basis.
 3. Where needed, Contractor will recommend pre-emergent weed control if not included in the attached proposal. Pre-emergent weed control will be done at the expense of the Contracting Company, and only after approval is obtained.

Note: Contractor reserves the right to hire a subcontractor to perform this task. Subcontractor shall be a licensed and insured commercial applicator.
- G. Turf Fertilization
 1. All turf areas will be fertilized at the frequency specified in the attached proposal. A quality, balanced fertilizer will be provided by Contractor.
 2. Care will be taken to clean fertilizer off all sidewalks, patios, pool decks, etc., to minimize the possibility of iron stains, however, even with the utmost care some staining may still occur.

Note: Contractor reserves the right to hire a subcontractor to perform this task. Subcontractor shall be a licensed and insured commercial applicator.
- H. Spring Cleanup
 1. At the frequency specified in the attached proposal, Contractor will perform spring cleanup including gathering and removing trash, leaves, and debris in turf and bed areas. Parking lots are excluded.
- I. Fall Cleanup
 1. At the frequency specified in the attached proposal, Contractor shall be responsible for gathering and removing leaves from the site in the fall. Contracting Company will direct Contractor as to when each service frequency is to be performed. Additional frequencies will be an extra service to this contract.

Tree, Shrub, and Bed Care

- J. Bed Care
 1. Rock bed areas will be inspected at the frequencies specified in the attached proposal for mulch depth and conditions. If additional materials are required, the Contracting Company will be notified and provided with an estimate to perform the work.
 2. Rock bed areas will be kept substantially free of weeds by means of chemical control, or hand weeding at the frequencies specified in the attached proposal. Every effort will be made to control grasses and bindweed growing directly in shrubs and ground cover; however, control of these items is not always guaranteed.
 3. Where needed, Contractor will recommend pre-emergent weed control if not included in the attached proposal. Pre-emergent weed control will be done at the expense of the Contracting Company, and only after approval is obtained.
 4. Flower planting and flowerbed care is not included as part of this contract unless specified in the attached proposal.
- K. Tree and Shrub Care
 1. Contractor will monitor, on a regular basis, the health of all plant materials and will provide recommendations

and estimates to the Contracting Company for such items as: fertilization, insect, and disease control. Most treatment would be done on a curative basis; however Contractor may recommend from time to time to treat potential problems on a preventive basis.

Note: Contractor reserves the right to hire a subcontractor to perform this service. Subcontractor shall be a licensed commercial applicator.

2. The Contractor shall be responsible for pruning of all trees and shrubs on the property at the frequencies indicated in the attached proposal. All plant material over 15 feet in height is excluded.
3. Plants shall be pruned in accordance with regularly accepted industry standards for pruning. Pruning is done to promote healthy growth; to prevent weak or abnormal limb structure; to control unwanted leggy growth and to maintain the natural growth habit of the plants. Proper pruning practices do not include shaping of plants such as: boxed, squared, balls, etc. Shrubs will be pruned in such a manner as to maintain natural shape.
4. In order to prevent damage by mowers and trimmers to trees and shrubs planted in turf areas, the Contractor if included in the attached proposal will provide a grass-free area around all trees and shrubs. Contractor assumes no liability for damage to trees and shrubs not properly protected.

Irrigation Control and Maintenance

L. Activation

1. Contractor shall activate the irrigation system once (1) in the spring. Activation usually occurs in April, depending on weather conditions. Contractor is not responsible for any freeze damage, which may occur after sprinkler activation.
2. Contracting company agrees to all repairs required for activation of the system up to a preapproved amount of one thousand dollars (\$1000). If the repair is more than one thousand dollars (\$1000) a proposal will be sent to contracting company prior to commencement of repair. All repairs required for activation are not part of this contract and will be billed on a time and material basis.
3. At the time of activation, all necessary repairs will be made to bring the system up to operating condition. These repairs will be billed on a time and material basis. Contracting Company will be informed of repair work being performed.

M. Routine Maintenance

1. After system is activated and operating, Contractor will be responsible for checking the system (both wet check inspection of all irrigation zones and visual inspection of plant health) at the frequencies specified in the attached proposal to insure proper operation during contract period.
2. In the event malfunctions are found during the regular check of the irrigation system, repairs will be made and billed on a time and material basis. Contracting company agrees to a preapproval amount of five hundred dollars (\$500) in repairs for each regular check, if the repairs total more than five hundred dollars (\$500) a proposal will be sent to contracting company prior to commencement of the repair.
3. Contractor shall keep the need for water conservation in mind. During extended cold or rainy periods, irrigation controller may be turned off. However, occasional rainstorms will not constitute adequate reason for turning off controllers. Special requests are billed on a time and material basis.

N. Winterization

1. Contractor shall winterize the irrigation system once (1) in the fall if included in attached proposal. Winterization usually occurs between October 1st and December 1st. Contractor is not responsible for any freeze damage, which may occur before and after sprinkler winterization operations.
2. Proper winterization will include the use of a compressor, unless otherwise specified.

O. Miscellaneous

1. The Contractor will be informed if other parties have access to irrigation controllers. If the controllers are adjusted or turned off by other parties, Contractor must be notified immediately. Contractor will not be responsible for damage of any kind as a result of irrigation controllers being tampered with.
2. Contractor shall not be liable for any damages caused by malfunctions of the irrigation system, including, but not limited to: stuck valves, flooded basements, missing heads.
3. Contractor shall not be liable for damages to sprinkler heads that are improperly installed above grade by others and constitute a mowing hazard. Contractor will not be held responsible for prior inadequate installations of irrigation systems. If this situation is applicable, Contracting Company will be notified immediately of any potential problems.

Native Care

P. Mowing

1. Native area shall be mowed at the durations specified in the attached proposal. The Contractor will determine mowing height. Frequency of mowing may vary due to seasonal weather conditions and growth rate of native.
2. Native clippings will be left in place after mowing and will not be removed.
3. Contractor reserves the right to leave areas un-mowed which he feels would be unsafe to mow due to, but not limited to, the following reasons:
 - a) Areas in use at the time of mowing by large groups of residents, children, etc.
 - b) Areas excessively wet due to rain or improper drainage not caused by the contractor.
 - c) Areas under construction or contain excessive debris.
4. The clean-up of debris due to vandalism, dumping, acts of God, etc., will be an extra service to this contract.

Q. Trimming

1. Native areas inaccessible to mowing equipment will be trimmed as needed in conjunction with mowing operations to maintain a neatwell-groomed appearance.
2. Where practical, Contractor may use an approved herbicide and/or growth regulator around fences, trees, and other obstacles that maybe damaged by repeated use of string line trimmers.
3. After mowing operations are completed, native clippings will be blown and/or removed from adjacent walks, streets and drives.

R. Weed Control

1. Weed control in native area will be managed by mowing operations. If Contracting Company desires to have weeds managed with chemical applications the Contractor will supply an estimate for these additional services.

Winter Services

S. Standard Services

1. All landscape areas will be policed at the frequencies specified in the attached proposal for loose trash and debris in bed, and turf areas only.
2. The Contractor will visit the site at the frequencies specified in the attached proposal to inspect all landscape and plant material. Any problems will be brought to the attention of the Contracting Company.
3. Contractor will be available to the Contracting Company to aid and assist in the preparation and formulation of: plans, schedules, budgets, projections, etc., for the coming season.
4. Emergency after hour rates are billed at overtime rates and at a two hour minimum.

SCOPE OF SERVICES/COMPENSATION SCHEDULE – CONTINUED ON NEXT PAGE

	HIGH PLAINS DISTRICT 12 Month Total Care Package Year-Round Service April 2021 – March 2022	BOTH AREAS 12 Month Total Care Package Year-Round Service April 2021 – March 2022
TURF AREAS:		
Mowing	26	26
Edging	13	13
Line Trimming/Blowing	26	26
Fertilization	3	3
Weed Control	3	3
Aeration	1	1
Repair of Sod/Seed	ONLY 10,000 SF	ONLY 12,500 SF
BED AREAS:		
Weeding	26	26
Spring Pre-Emergent Weed App.	1	1
Summer Shrub Pruning	1	1
Mulch Replenishment	ONLY 70 CY	ONLY 100 CY
GENERAL CLEAN-UP:		
Debris in Turf/Walks/Beds	26	26
Weed Control in Cracks/Crevices	26	26
Spring Clean-up	1	1
Fall Clean-up	2	2
Rocks/Gravel/Breeze/Pea Gravel Replenishment for areas	ONLY 19 TONS	ONLY 25 TONS
Winter Site Inspections	26	26
IRRIGATION:		
Irrigation System Activation	1	1
Management of System	26	26
Irrigation System Winterization	1	1
NATIVE AREA:		
Native Mowing of All Areas	1	1
Native Broadleaf Application	1	1
Native Beauty-Band Mowing (Monthly)	7	7
REMOVAL OF DEAD SHRUBS AND TREES		
Shrubs & 2" Caliper Trees or less Removed & Recorded on Master Plan	Included in Proposal	Included in Proposal
HOLIDAY DECORATIONS		
Set-up, takedown, & storage of holiday decorations	Included in Proposal	Included in Proposal
SEASONAL FLOWERS		
Installation of Spring Annuals	Included in Proposal	Included in Proposal
TRASH AND DOGGY WASTE STATIONS		
Weekly pick-up year-round	Included in Proposal	Included in Proposal
SNOW REMOVAL		
2"-8" Snow removal on sidewalks. Beyond 8" will be at T & M Rates	Included in Proposal	Included in Proposal

GRAND TOTAL:	\$ 302,280.00	\$383,184.00
MONTHLY TOTAL:	\$ 25,190.00	\$31,932.00

Payments in 12 Consecutive Monthly payment: May 2021 – April 2022

Contractor will charge the following rates for additional materials outside the Scope of Services:

Unit Costs – Includes Labor:

- 1,000 SF of Sod - \$1,056.00
- 1 CY of Mulch - \$150.00
- 1 ton of Rock - \$200.00

Contractor will charge the following rates for additional work outside the Scope of Services:

Hourly Contract Rates	Regular Rate	Overtime Rates
Irrigation Technician w/Van	<u>\$83.00/HR + Material</u>	<u>\$98.00/HR + Materials</u>
General Labor Rate	<u>\$44.00/HR</u>	<u>\$57.00/HR</u>
Foreman Rate	<u>\$55.00/HR</u>	<u>\$71.00/HR</u>
Supervisor Rate	<u>\$66.00/HR</u>	<u>\$86.00/HR</u>
Medium Mower 36"/ 48"	<u>\$58.00/HR</u>	<u>\$73.00/HR</u>
Large Mower 52"/ 63"	<u>\$81.00/HR</u>	<u>\$96.00/HR</u>
21" Mower	<u>\$53.00/HR</u>	<u>\$68.00/HR</u>
Trimmer/Blower	<u>\$42.00/HR</u>	<u>\$54.00/HR</u>

Automatic Renewal: Landtech will auto-renew this contract for 2022 with a 0.0% increase for 2022 only.

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage;
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

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

CERTIFICATE OF FACT OF GOOD STANDING

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

LANDTECH CONTRACTORS, INC.

is a

Corporation

formed or registered on 03/01/1994 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19941024139 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/04/2021 that have been posted, and by documents delivered to this office electronically through 03/08/2021 @ 12:51:08 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/08/2021 @ 12:51:08 in accordance with applicable law. This certificate is assigned Confirmation Number 13001616 .



Jena Griswold

Secretary of State of the State of Colorado

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

**INDEPENDENT CONTRACTOR AGREEMENT
(MANAGEMENT SERVICES)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 18th day of March, 2021, by and between HIGH PLAINS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and ROWCAL COLORADO, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

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

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

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

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

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

WHEREAS, the Parties agree that this Agreement will replace and supersede in its entirety the Independent Contractor Agreement (District Management) entered into between the District and Summit Management and Consulting, LLC on May 22, 2014.

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

TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict

between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof or (ii) December 31, 2021. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

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

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

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such

examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

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

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

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

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

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

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A.**

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

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

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

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

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

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or

employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

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

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

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

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

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

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

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

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

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

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

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

11. CONTRACTOR'S INSURANCE.

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

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

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

12. CONFIDENTIALITY AND CONFLICTS.

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

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

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

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the

Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

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

15. INDEMNIFICATION.

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

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

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

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

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

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement,

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

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

District: High Plains Metropolitan District
C/O WHITE BEAR ANKELE TANAKA &
WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Clint Waldron, Esq.
Phone: (303) 858-1800
E-mail: cwaldron@wbapc.com

Contractor: RowCal Colorado, LLC
9101 E. Kenyon Ave. #1200
Denver, CO 80237
Attention: Irene Borisov
Phone: (303) 459-4919
Email: Irene.Borisov@rowcal.com

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

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

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

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

25. GOVERNING LAW.

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature pages follow].

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

DISTRICT:
HIGH PLAINS METROPOLITAN
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Management Services
with RowCal Colorado, LLC, dated March 18, 2021*

CONTRACTOR:

RowCal Colorado, LLC, a Colorado limited liability company

Printed Name

Title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as the _____ of RowCal Colorado, LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Contractor's Signature Page to Independent Contractor Agreement for Management Services with High Plains Metropolitan District, dated March 18, 2021

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

I. FULL SERVICE MANAGEMENT.

A. **FINANCIAL AND ACCOUNTING SERVICES.** RowCal will provide the following financial services to the District, in the name of and on behalf of the District, and the District hereby gives RowCal the authority and powers required to perform these services in accordance with the District's governing documents and the applicable laws of the State of Colorado regarding these services.

1. **BUDGETING.**

- a. **CASH FLOW BUDGET:** RowCal will prepare one (1) draft of an annual cash flow budget ("Annual Budget") for the District that reflects the District's expected operation costs for each month during the twelve-month period. The Annual Budget will identify expected recurring receipts and disbursements. RowCal will periodically review and compare the District's actual income and operating expenses to the Annual Budget and advise the District's Board of directors (the "Board") if RowCal reasonably believes the Annual Budget is insufficient to meet the District's operation costs.
- b. **REPLACEMENT FUND BUDGET:** Upon request from the Board, RowCal will assist in drafting and updating the District's replacement fund budget to ensure the District is fulfilling its reserve funding requirements under its Governing Documents or applicable state law.

2. **FINANCIAL STATEMENTS.** Upon request of the Board, RowCal will prepare monthly financial statements for the Board consisting of the following standard financial documents and reports: (i) a balance sheet; (ii) an Income / Expense Report; (iii) a Delinquency Report; and (iv) a Disbursements Report. RowCal will provide these financial statements by the 10th of each month, or as soon as reasonably practical.

3. **YEAR END STATEMENTS.** RowCal will prepare a Year End Statement of the operations of the District for the Board.

4. **REGULAR ASSESSMENT COLLECTION.** RowCal will collect operations fees levied by the District and deposit the same into the District's bank accounts. Fees will be collected by way of check or ACH authorized by an owner. RowCal will inform all owners of the operation fees payment procedure through its welcome package.

5. **OPERATING AND RESERVE ACCOUNTS.** RowCal will open operating and reserve accounts for the District at a banking institution mutually agreed upon by the District and RowCal. These accounts will be in the District's name and bear the District's federal tax identification number. All operations fees and other amounts collected by RowCal will be deposited by RowCal into these accounts. RowCal will keep accounting records to reflect the status of these accounts. RowCal will carry a Crime and Fidelity Policy on each of the employees of RowCal who handles the District's funds. RowCal shall have no liability or responsibility for any loss of funds from these accounts except for losses arising from RowCal's negligence, willful misconduct, or fraud.
 6. **ACCOUNTS PAYABLE.** Except as otherwise set forth in this Agreement, RowCal shall make all disbursements, from operations fees collected, for normal recurring expenses as provided in the Board approved budget. RowCal shall have the authority to make disbursements for all expenditures at the sole discretion of RowCal, except that no unbudgeted expenditures or expenditures exceeding the approved budget line item more than one thousand dollars (\$1,000.00) will be made without prior approval of the Board, except in the cases of emergency which require prompt action to avoid further loss. RowCal agrees to follow the District's Procurement Policy that was adopted on March 18, 2021.
 7. **TAX SERVICES.** If the District does not have a designated accountant, RowCal will select and retain an accountant to perform audits, prepare forms, prepare and file local, state and federal income tax returns at the District's expense. RowCal will cooperate with the District's accountant for the annual tax preparation. The District is responsible for signing the tax returns and the accuracy of the information used to complete them.
- B. OPERATION SERVICES.** RowCal will provide the following governance and operation services to the District, in the name of and on behalf of the District, and the District hereby gives RowCal the authority and powers required to perform these services in accordance with the applicable laws of the State of Colorado regarding these services.
1. **DISTRICT RECORD MAINTENANCE AND RETENTION.** RowCal shall collect, organize, and maintain records for the District sufficient to satisfy the requirements of all applicable federal and state laws. Such records shall include but are not limited to records of the District's membership, board meetings, member meetings, insurance coverage, contracts, and agreements to which the District is a party, and financial records. The District's records will be maintained for the District's access.
 2. **CONTRACT NEGOTIATION AND ADMINISTRATION.** As directed by the Board, RowCal shall negotiate contracts on the District's behalf, for trash removal, grounds care, water, electricity, gas, , and such other services for the District as may be necessary or advisable.

3. **EMERGENCY RESPONSE SERVICE.** RowCal will maintain a twenty-four (24) hour-a-day emergency telephone answering service and coordinate emergency repair and maintenance services. An emergency shall mean: (i) actual damage to real or personal property resulting from fire, wind, flood, or other weather conditions; or (ii) actual damage to real or personal property resulting from events, circumstances, or conditions precipitating the involvement of the police or other governmental emergency responders. An emergency does NOT include calls due to the failure of a contractor or subcontractor of the District to perform its duties in a timely manner or in a manner otherwise unsatisfactory to the District.

4. **EMPLOYEE MANAGEMENT.**

- **ROWCAL-HIRED EMPLOYEES.** If any RowCal-hired employee handles the District's funds or assets, then RowCal will purchase and maintain a fidelity insurance policy with limits of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. RowCal shall also maintain Workers' Compensation insurance for its employees at its own cost.

RowCal shall execute and file all returns and other instruments and perform all acts required under the Federal Insurance Contributions Act, the Federal and Colorado Unemployment Tax Acts, Subtitle C of the Internal Revenue Code and/or under any similar federal, state, or municipal law now or hereafter in force with respect to wages paid by to its employees.

5. **INSURANCE CLAIMS.** RowCal will submit property insurance claims to the District's insurance company as directed by the Board. RowCal will not otherwise submit insurance claims to the District's insurance company.

- **CLAIMS PROCESSING.** RowCal shall provide at a flat rate of \$950.00 per claim, a single point of contact for all vital claim related communications between, management, board members and insurance company. Retain copies of signed contracts, scopes of work and check copies. Track all income and expenses related to the claim, process lien releases and execute proof of loss. In addition, coordinate with individual HO6 carriers, as necessary.

6. **PROPERTY MANAGER.** RowCal will select and assign a dedicated property manager ("Property Manager") who will provide the following governance and operation services to the District:

- **MEETINGS.** The Property Manager will attend, in person or electronically, all board meetings and member

meetings each year. The Property Manager will provide regular management reports to the Board before each board meeting. Management reports shall include the meeting agenda, most recent financial report, and other items related to the meeting agenda. The Property Manager will be responsible for keeping meeting minutes of all board meetings and will provide the Board with draft meeting minutes no later than 14 days after a board meeting

- **COMMUNICATIONS.** The Property Manager will prepare and/or advise the District in the preparation of general correspondence dealing with business matters between the District and its members, contractors, agents, government officials, and other persons. The Property Manager will maintain files of all such material correspondence. The Property Manager shall regularly report to the Board on issues as needed. Additionally, The Property Manager shall assist the District with its owner / resident communications including but not limited to notices required by the District's governing documents, newsletters, special notices, questionnaires, and rule reminders.

C. ARCHITECTURAL REVIEW. RowCal will be responsible for processing and reviewing requests for architectural review in accordance with the District's adopted policies and procedures, and shall report to and advise the Board on all material architectural review matters.

1. RowCal will maintain logs showing receipt and progress leading to approval or denial of requests, notify owners of actions taken by the committee, and answer questions regarding architectural issues.
2. RowCal will also, specifically:
 - Receive applications
 - Comprehensively review applications submitted for completeness of material and information required
 - Log applications for review and monitor progress in relation to the response deadline set forth in the District's declaration
 - Coordinate communication with applicants upon a decision being made by the design review committee
 - Return non-complying submissions to applicant for revision. RowCal shall inform owners of approvals in writing with any required qualifications.

II. MAINTENANCE AND REPAIR SERVICES.

The cost of emergency and non-emergency maintenance and repair services will be billed to the District on either a time and materials basis at prevailing market rates or an insurance

proceeds basis as applicable.

“Emergency maintenance and repairs” shall mean maintenance and repairs to address: (i) actual damage to real or personal property resulting from fire, wind, flood, or other weather conditions; or (ii) actual damage to real or personal property resulting from events, circumstances, or conditions precipitating the involvement of the police or other governmental emergency responders; or (iii) an immediate health and safety risk or an immediate risk of additional loss or damage to real or personal property if not timely mitigated.

Unless otherwise agreed by the parties in writing, RowCal shall have the power and authority to spend any amount and incur contractual obligations in any amount to perform emergency maintenance and repairs.

“Non-Emergency maintenance and repairs” shall mean any maintenance and repairs other than emergency maintenance and repairs as defined above. This includes ordinary maintenance and repairs that do not involve an immediate health and safety risk or an immediate risk of additional loss or damage to real or personal property if not mitigated.

RowCal shall have the authority to approve any non-emergency maintenance and repairs that do not exceed \$1,000.00 without the District's approval. The District must approve any non-emergency, non-budgeted maintenance and repairs estimated to cost more than \$1,000.00.

III. COLLECTION COORDINATION SERVICES

RowCal will assist the District in collecting past- due operations fees pursuant to the District's written collection policy.

RowCal will send collection notices to past-due homeowners consistent with the District's written collection policy. RowCal will charge the District for its services as set forth in the Services Addendum included in this Exhibit A as Attachment 1.

RowCal will transfer accounts to that District’s retained law firm consistent with its written collection policy. Collection fees incurred by the District will be billed directly by law firm and are not included in the pricing described in this Agreement. However, RowCal will assist the District in assessing such costs back to the delinquent homeowner as permitted by law.

IV. RESALE DISCLOSURE CERTIFICATE PREPARATION.

RowCal will provide resale disclosure information as required by law and as requested by owners who desire to sell or refinance a unit. The cost of providing such information is a separate fee and will be charged to, and payable by, the owner who desires to sell or refinance a unit, with such fee being approved by the Board.

V. COMPENSATION

Service	Fee
Full-Service Management <ul style="list-style-type: none"> • Financial and Accounting Services • Operation Service • Architectural Review 	\$4.00 per closed lot/Month Current lot count 852 - \$3,408.00
Maintenance and Repairs	No RowCal Fee- Vendor Fee Only
Collections Coordination Services	As set forth in "Attachment 1" Costs set forth below + Collection Vendor Fees
Resale Disclosure Certificate Preparation	As set forth in "Attachment 1" Costs set forth below



ATTACHMENT 1

Costs in addition to monthly management fee in agreement:

Administrative Costs

• Check Processing		\$10.00 per month
• Copies		\$0.25 b&w / \$.0.35 color
• Envelopes-Large (9x12 envelopes)		\$0.25 each
• Envelopes-Regular (#10 envelopes)		\$0.17 each
• Labels		\$0.25 per sheet
• Postage		Current rate
• Postcards		\$0.30 each
• Certified Mail		\$5.00 plus postage
• Coupon Books		\$5.00 per book
• Owner Billing Statements		\$2.00 each
• Shredding		\$10.00 per month
• Storage (paper and digital files)	1-200 units	\$25.00 per month
• Storage (paper and digital files)	201-500 units	\$35.00 per month
• Storage (paper and digital files)	501-1000 units	\$55.00 per month
• Storage (paper and digital files)	1001+ units	\$75.00 per month
• Website Setup Fee		Cost
• Website Hosting Services		Cost
• Website Maintenance		Cost
• Meeting Minutes		\$85.00
• Bank Fees		Cost
• Licensing		Cost
• Travel outside of Management Scope		\$0.75/mile plus hourly rate
• Historical Records Retention/ Scanning		Cost 1%
• Loan Processing Fee		\$270.00
• Tax Prep		\$150.00/\$250.00
• Audit Assistance		10%
• Project Management		\$60.00 per year
• IRS 1099 Filing Fees		\$150.00 per hour
• Non-Contracted Work – Management		\$85.00 per hour
• Non-Contracted Work – Support Staff		

Collection Costs

• Returned Checks		\$20.00
• Demand/Lien Letter		\$25.00
• Lien/Satisfaction of Lien Preparation		\$150.00
• Forward to Attorney		\$100.00
• Litigation		\$250.00 per hour
• Litigation Request – Hard Copy		\$.20 per pg, plus \$100 per hr
• Litigation Requests – Email Copy		\$180 per hour



Resale Fees:

User Type: Escrow

- Status Letter and Seller Required Disclosure Package (Includes all REQUIRED District Documents)
- Cost: \$302
- Additional Fees
 - Status Letter Update Fees
 - 1-60 Days \$0
 - 61-90 Days \$25
 - 91-120 Days \$35
 - 121-180 Days \$45
 - Rush Fees
 - Status Letter (1 Business Day) \$65
 - Status Letter (3 Business Days) \$50
 - Status Letter (5 Business Days) \$35
 - Questionnaire (1 Business Day) \$65
 - Questionnaire (2 Business Days) \$40
- New Account Set up Fee (Transfer Fee) \$275

User Type: Homeowners

- Homeowners Annual Disclosure
- Cost: \$0

User Type: Realtor

- District Documents for Realtors
- Cost: \$0

User Type: Lender

- Premium Lender Bundle
 - Cost: \$177
- Standard Lender Bundle
 - Cost: \$152

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage;
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.
6. Professional liability insurance in the amount of \$2,000,000.00 each occurrence.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

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

CERTIFICATE OF FACT OF GOOD STANDING

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

RowCal Colorado, LLC

is a

Limited Liability Company

formed or registered on 11/19/2019 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20191911780 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/06/2021 that have been posted, and by documents delivered to this office electronically through 04/07/2021 @ 15:42:17 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/07/2021 @ 15:42:17 in accordance with applicable law. This certificate is assigned Confirmation Number 13080708 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

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

High Plains Metro District Blackstone

Landscape Monthly Status Report

Project Name	Reporting Cadence
High Plains Metro District (Blackstone)	Monthly (for Board Meetings)
Date	Prepared by:
March 2021	Kevin Cox

III. Lawn Care - Provide updates regarding Mowing/Edging, Fertilization, Weed, Disease and Pest Control – all items listed in contract. Update on any changes, overall maintenance, status and any concerns to be shared with the Board.

-Mowing, aeration, fertilizer services to begin in April.

IV. Shrubs/Plants - Provide update regarding Edging, Pruning, Weed, Disease and Pest Control – all items listed in contract. Update on any changes, overall maintenance, status and any concerns to be shared with the Board.

-Removal of dead or spent annual flowers completed with mulch installed into the beds over the winter months.

-Ornamental grass pruning along with any other needed or seasonal pruning completed.

V. Tree Care - Provide update regarding Pruning, Staking, Insect Control, Tree Wells – all items listed in contract. Update on any changes, overall maintenance, status and any concerns to be shared with the Board.

-2021 tree care services including pest preventative applications submitted for approval.

-Winter watering of new trees and shrubs completed 12/8, 12/9, 12/10, 1/20, 1/21, 1/22

Misc items as listed in Contract – Provide update on any changes, overall maintenance, status and any concerns to be shared with the Board.

-Weekly checking and replacement of trash bags and dog waste bags including new areas owned by Lennar.

VI. Wood and Rock Mulched Areas-

-Repairs from snow removal operations and other damages completed with the exception of areas requiring sod which will be done in April.

-Application of weed control products to start in April.

VII. Native Areas-

-Trash removal on a weekly basis or as ground conditions allow.

-Wall to wall mowing completed.

-Audit to remove debris dumped in native areas along residential homes completed.

VII. Irrigation Systems-

-Activation scheduled for early March or April completed.

IX. Landscape Debris Cleanup-

-Ongoing throughout the year. Excessive trash removed from areas near construction and during high wind events and construction waste.

X. Aeration-

-Aeration of turf areas scheduled for April.

XI. Winter Services-

-Snow markers to be installed throughout the community completed.

-Snow removal services completed 10/26, 11/24, 12/11, 12/13, 12/15, 12/29, 1/10, 1/26, 1/27, 2/14, 2/18, 2/21, 2/25, 3/14, 3/15, 3/16, 3/16, 3/17, 3/18, 3/19, 3/20, 3/22, 3/24, 3/30.

XII. Bio Hazards-

XIII. Damages-

Misc Items –

-Detention pond inlet and outlet cleaning and maintenance scheduled to be completed before spring.

Special Projects (provide an update to any special funding approved by the Board and their status)

Project	Date	Status
Landscape enhancements at Country Club Park signage project.	Spring	Demo completed. Sign installed with pillar façade still be completed by Erik's crew. Project scheduled for early spring. Already paid for.

General Comments

<Status Here>



