

COLUMBIA METROPOLITAN DISTRICT

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

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Robert Haddad, Jr.	President	2022/May 2022
Carla D. Ladd	Vice President	2022/May 2022
Marion L. Ladd	Treasurer	2023/May 2023
Sheryl Overton	Assistant Secretary	2023/May 2022
Rod Johnson	Assistant Secretary	2022/May 2022

DATE: Monday, November 22, 2021

TIME: 1:00 P.M.

PLACE: DUE TO CONCERNS REGARDING THE SPREAD OF THE CORONAVIRUS (COVID-19) AND THE BENEFITS TO THE CONTROL OF THE SPREAD OF THE VIRUS BY LIMITING IN-PERSON CONTACT, THIS DISTRICT BOARD MEETING WILL BE HELD BY CONFERENCE CALL WITHOUT ANY INDIVIDUALS (NEITHER DISTRICT REPRESENTATIVES NOR THE GENERAL PUBLIC) ATTENDING IN PERSON. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE CALL IN TO THE CONFERENCE BRIDGE AT **1-877-250-3814** AND WHEN PROMPTED, DIAL IN THE PASSCODE OF **5592663**.

I. PUBLIC COMMENT

A. _____

II. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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

C. Review and approve Minutes of the May 17, 2021 and September 29, 2021 Special Meetings (enclosures).

D. Discuss business to be conducted in 2022 and location (**virtual and/or physical**) of meetings. Schedule regular meeting dates and consider adoption of Resolution No. 2021-11-____ Establishing Regular Meeting Dates, Time, Location, Establishing District Website and Designating Location for Posting 24-Hour Notices (enclosure).

- E. Discuss §32-1-809, C.R.S. reporting requirements and mode of eligible elector notification (posted to the SDA Website in 2021).
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III. PUBLIC COMMENT

- A. _____

IV. MAINTENANCE MATTERS AND IMPROVEMENTS

- A. Landscape Maintenance Update.
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- 1. Rescind approval of BrightView Landscape Services for 2022 Landscape Maintenance Services.
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- 2. Ratify approvals of Keesen Landscape Maintenance Service Agreement for 2022 Landscape Maintenance and Change Order #1 for Cobble Installation (enclosures).
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- 3. Ratify approvals of Rocky Mountain Tree Care Service Agreement for Arborist Services and Change Order #1 for Deadwood Pruning (enclosures).
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- 4. Ratify approval of Service Agreement with Spectrum Lighting, Inc. for Electrical and Lighting Services (enclosure).
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- B. Discuss status of IREA lighting on median at East Orchard and South Telluride.
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- C. Review and consider approval of Keesen Landscape Maintenance proposal for 2022 Summer Flowers (enclosure).
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- D. Review and consider approval of Keesen Landscape Maintenance proposal for 2022 Fall Flowers (enclosure).
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IV. FINANCIAL MATTERS

- A. Ratify approval of payment of claims through the periods ending as follows (enclosures):

Fund	Period Ending May 28, 2021	Period Ending June 25, 2021	Period Ending July 16, 2021	Period Ending Aug.31, 2021
General	\$ 3,501.34	\$ 8,805.38	\$ 7,808.50	\$ 10,508.62
Total Claims	\$ 3,501.34	\$ 8,805.38	\$ 7,808.50	\$ 10,508.62

Fund	Period Ending Sept. 30, 2021	Period Ending Oct. 20, 2021
General	\$ 48,725.48,	\$ 7,397.27
Total Claims	\$ 48,725.48	\$ 7,397.27

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- B. Review and accept unaudited financial statements and balance sheet as of September 30, 2021 (enclosure).
-

- D. Consider appointment of District Accountant to prepare the Application for Exemption from 2021 Audit.
-

- E. Conduct Public Hearing to consider Amendment to 2021 Budget and consider adoption of Resolution to Amend the 2021 Budget and Appropriate Expenditures, if necessary.
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- F. Conduct Public Hearing on the proposed 2022 Budget and consider adoption of Resolution to Adopt the 2022 Budget and Appropriate Sums of Money and Set Mill Levies for General Fund _____, Debt Service Fund _____, and Other Fund(s) _____ for a total mill levy of _____ (enclosures – Preliminary Assessed Valuation, draft 2022 Budget and Resolutions).
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- G. Consider authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.
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- H. Consider appointment of District Accountant to prepare 2023 Budget and set date for public hearing for (_____, 2022).
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V. LEGAL MATTERS

- A. Discuss May 3, 2022 Regular Directors' election regarding new legislative requirements and related expenses for same. Consider adoption of Resolution No. 2021-11-____; Resolution Calling a Regular Election for Directors on May 3, 2022, appointing the Designated Election Official ("DEO"), and authorizing the DEO to perform all tasks required for the conduct of mail ballot election (enclosures). Self-Nomination forms are due by February 25, 2022. Discuss the need for ballot issues and/or questions.
-

VI. OTHER BUSINESS

- A. _____

VII. ADJOURNMENT **THERE ARE NO MORE REGULAR SCHEDULED MEETINGS FOR 2021.**

Informational Enclosure:

- Memo regarding New Rate Structure from Special District Management Services, Inc.

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE COLUMBIA METROPOLITAN DISTRICT HELD MAY 17, 2021

A Special Meeting of the Board of Directors of the Columbia Metropolitan District (referred to hereafter as the "Board") was convened on Monday, the 17th day of May, 2021, at 6:30 P.M. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, the District Board meeting was held and properly noticed to be held outdoors. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Robert Haddad, Jr.
Carla D. Ladd

Following discussion, upon motion duly made by Director Carla Ladd, seconded by Director Haddad and, upon vote, unanimously carried, the absence of Director Marion Ladd was excused.

Also In Attendance Were:

David Solin; Special District Management Services, Inc. ("SDMS")

Don Anoff; BrightView Landscape Services, Inc.

Rod Johnson and Sheryl Overton; Board Candidates

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State.

Mr. Solin noted that a quorum was present and requested that the Directors consider whether they had any new conflicts of interest which had not been previously disclosed. Mr. Solin noted for the record that Director Haddad is the Vice President of the Hills at Piney Creek Homeowners Association. Mr. Solin also noted for the record that there were no additional disclosures and incorporated for the record those applicable disclosures made by the Board members prior to this meeting and in accordance with statute.

RECORD OF PROCEEDINGS

ADMINISTRATIVE MATTERS

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

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

Confirm Location of Meeting and Posting of Meeting Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. It was noted that due to concerns regarding the spread of the COVID-19 and the benefits to the control of the spread of the virus by limiting in-person contact, the District Board meeting was held and properly noticed to be held outdoors. The Board further noted that notice providing the meeting location information was duly posted and that they have not received any objections or any requests that the means of hosting the meeting be changed by taxpaying electors within the District's boundaries.

Minutes: The Board reviewed Minutes of the November 23, 2020 Special Meeting.

Following discussion, upon motion duly made by Director Haddad, seconded by Director Carla Ladd and, upon vote, unanimously carried, the Minutes of the November 23, 2020 Special Meeting were approved, as presented.

Appointment of Directors: The Board considered the appointment of Rod Johnson and Sheryl Overton to fill vacancies on the Board of Directors.

Following discussion, upon motion duly made by Director Carla Ladd, seconded by Director Haddad and, upon vote, unanimously carried, Rod Johnson and Sheryl Overton were appointed to fill vacancies on the Board of Directors. The Oaths of Office were administered.

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

Following discussion, upon motion duly made by Director Haddad, seconded by Director Carla Ladd and, upon vote, unanimously carried, the following slate of officers were appointed:

President:	Robert Haddad, Jr.
Vice President	Carla D. Ladd
Treasurer	Marion L. Ladd

RECORD OF PROCEEDINGS

Secretary
Assistant Secretary
Assistant Secretary

David Solin
Rod Johnson
Sheryl Overton

MAINTENANCE MATTERS & IMPROVEMENTS

Landscape Maintenance Update: Mr. Solin and the Board discussed the District Landscape Maintenance Update.

Service Agreement by and between the District and BrightView Landscape Services, Inc. for 2021 Landscape Maintenance Services: Mr. Solin reviewed with the Board the Service Agreement between the District and BrightView Landscape Maintenance Services, Inc. for 2021 Landscape Maintenance Services.

Following discussion, upon motion duly made by Director Carla Ladd, seconded by Director Haddad and, upon vote, unanimously carried, the Board ratified approval of the Service Agreement between the District and BrightView Landscape Maintenance Services, Inc. for 2021 Landscape Maintenance Services.

Plant Material Replacements: Mr. Solin discussed with the Board the plant material replacements.

Median at Orchard Road and South Telluride Street: Mr. Solin updated the Board on the conveyance of the median to the District.

Lighting Plan: Mr. Solin updated the Board on the status of the lighting plans.

Architectural Lighting in the Medians: Mr. Solin updated the Board on possible architectural lighting in the medians.

IREA Median Lighting at East Orchard Road and South Telluride: Mr. Solin updated the Board on the IREA Median Lighting at East Orchard Road and South Telluride.

FINANCIAL MATTERS

Claims: The Board reviewed the payment of claims through the periods ending as follows:

Fund	Period Ending Dec., 2020	Period Ending Jan., 2021	Period Ending Feb., 2021	Period Ending March, 2021
General	\$ 10,861.48	\$ 4,641.92	\$ 6,130.89	\$ 6,579.39
Total Claims	\$ 10,861.48	\$ 4,641.92	\$ 6,130.89	\$ 6,579.39

RECORD OF PROCEEDINGS

Fund	Period Ending April-, 2021
General	\$ 6,386.36
Total Claims	\$ 6,386.36

Following review, upon motion duly made by Director Haddad, seconded by Director Carla Ladd and, upon vote, unanimously carried, the Board ratified approval of the payment of claims as presented.

May 2021 Claims: The Board deferred discussion.

Unaudited Financial Statements: The Board discussed the unaudited financial statements and balance sheet, dated March 31, 2021.

Following discussion, upon motion duly made by Director Carla Ladd, seconded by Director Haddad and, upon vote, unanimously carried, the Board accepted the unaudited financial statements and balance sheet, dated March 31, 2021.

Application for Exemption from 2020 Audit: The Board reviewed the 2020 Application for Exemption from Audit.

Following review and discussion, upon motion duly made by Director Haddad, seconded by Director Carla Ladd and, upon vote, unanimously carried, the Board ratified approval of the preparation, execution and filing of the Application for Exemption from Audit for 2020.

LEGAL MATTERS

There were no legal matters to discuss at this time.

OTHER BUSINESS MATTERS

The Board discussed addressing concerns about the condition of the medians in the Piney Creek HOA's area. No action was taken by the Board.

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE COLUMBIA METROPOLITAN DISTRICT HELD SEPTEMBER 29, 2021

A Special Meeting of the Board of Directors of the Columbia Metropolitan District (referred to hereafter as the "Board") was convened on Wednesday, the 29th day of September, 2021, at 8:00 A.M. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus, the District Board meeting was held outdoors at the corner of Orchard and Telluride consistent with proper social distancing guidelines. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Robert Haddad, Jr.
Carla D. Ladd
Marion L. Ladd
Sheryl Overton
Rod Johnson

Also In Attendance Were:

David Solin and Robert Graham; Special District Management Services, Inc. ("SDMS")

Sara Rutman; BrightView Landscape Services, Inc.

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State.

Mr. Solin noted that a quorum was present and requested that the Directors consider whether they had any new conflicts of interest which had not been previously disclosed. Mr. Solin noted for the record that Director Haddad is the Vice President of the Hills at Piney Creek Homeowners Association. Mr. Solin also noted that there were no additional disclosures and incorporated those applicable disclosures made by the Board members prior to this meeting and in accordance with statute.

RECORD OF PROCEEDINGS

ADMINISTRATIVE MATTERS

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

Following discussion, upon motion duly made by Director C. Ladd, seconded by Director Johnson and, upon vote, unanimously carried, the Agenda was approved, as presented.

Confirm Location of Meeting and Posting of Meeting Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. It was noted that due to concerns regarding the spread of the COVID-19 and the benefits to the control of the spread of the virus, the District Board meeting was held outdoors and consistent with proper social distancing guidelines. The Board further noted that notice providing the location was duly posted and that they have not received any objections or any requests that the means of hosting the meeting be changed by taxpaying electors within the District's boundaries.

MAINTENANCE MATTERS & IMPROVEMENTS

Landscape Maintenance Update: Mr. Solin, Mr. Graham, and Ms. Rutman discussed with the Board the District Landscape Maintenance Updates for the District.

Median at Orchard Road and South Telluride Street: Mr. Solin updated the Board on the East Orchard Road and South Telluride median redesign.

IREA Lighting on East Orchard Road and South Telluride: Mr. Solin updated the Board on the IREA Lighting at East Orchard Road and South Telluride.

Accent Lighting in the Medians: Mr. Solin updated the Board on accent lighting in the medians.

Proposal from BrightView Landscape Services, Inc. for Fall Landscaping in the Beds: The Board discussed a proposal from BrightView Landscape Services Inc. for fall landscaping in the beds.

Following discussion, upon motion duly made by Director Marion Ladd, seconded by Director Overton and, upon vote, unanimously carried, the Board approved the proposal with the stipulation that BrightView would provide a credit of fifty percent (50%) of the installation cost for failed summer annuals, making the total cost \$4,970.34.

Proposal from BrightView Landscape Services, Inc. for Insured Plant Replacement: The Board discussed a proposal from BrightView Landscape Services, Inc. for insured plant replacement.

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Following discussion, upon motion duly made by Director Haddad, seconded by Director M. Ladd and, upon vote, unanimously carried, the Board approved the proposal for insured plant replacement in the amount of \$5,027.09.

Proposal from BrightView Landscape Services, Inc. for Rose Bush Pruning:
The Board reviewed the proposal for rose bush pruning.

Following review, upon motion duly made by Director C. Ladd, seconded by Director Overton and, upon vote, unanimously carried, the Board ratified approval of the proposal from BrightView Landscape Services, Inc. for rose bush pruning, in the amount of \$5,212.82.

Proposal from BrightView Landscape Services, Inc. for Median Redesign at Orchard and Telluride: The Board reviewed the proposal from BrightView Landscape Services, Inc. for median redesign at Orchard and Telluride.

Following review, upon motion duly made by Director Johnson, seconded by Director C. Ladd and, upon vote, unanimously carried, the Board ratified approval of the proposal from BrightView Landscape Services, Inc. for median redesign at Orchard and Telluride, in the amount of \$25,588.47 plus time and materials for boring or installation of other irrigation connections to the median, if necessary.

Proposal from BrightView Landscape Services, Inc. for Plant Replacements of all Dead Plant Material: The Board deferred discussion.

Proposal from Rocky Mountain Tree Care for Tree Maintenance, Deadwood Pruning, Removal and Replacement, and Plant Health Services: The Board reviewed the proposal from Rocky Mountain Tree Care for tree maintenance, deadwood pruning, removal and replacement, and plant health services.

Following review, upon motion duly made by Director Haddad, seconded by Director C. Ladd and, upon vote, unanimously carried, the Board ratified approval of the proposal from Rocky Mountain Tree Care for tree maintenance, deadwood pruning, removal and replacement, and plant health services, in the amount of \$11,575.

Proposal from Rocky Mountain Tree Care for Tree Maintenance, Deadwood Pruning, and Plant Health Services: The Board deferred discussion.

Review Proposals and Consider Selection for 2022 Landscape Maintenance Services: The Board discussed proposal options for 2022 Landscape Maintenance Services.

Following discussion, upon motion duly made by Director Haddad, seconded by Director Carla Ladd and, upon vote, unanimously carried, the Board approved the

RECORD OF PROCEEDINGS

proposal from BrightView Landscape Services, Inc. for 2022 Landscape Maintenance Services, for an amount not to exceed \$29,840.

Proposal from Spectrum Electric for Installation of Accent Lighting: The Board discussed a proposal from Spectrum Electric for installation of accent lighting.

Following discussion, upon motion duly made by Director Overton, seconded by Director C. Ladd and, upon vote, unanimously carried, the Board approved the proposal from Spectrum Electric for installation of accent lighting, to include the median at Orchard and Telluride (once IREA has completed the streetlight installation) in the amount of \$96,873.87.

OTHER BUSINESS MATTERS None.

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

Respectfully submitted,

By _____
Secretary for the Meeting

RESOLUTION NO. 2021-11-____

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE COLUMBIA METROPOLITAN DISTRICT
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION,
ESTABLISHING DISTRICT WEBSITE AND
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

A. Pursuant to Section 32-1-903(1.5), C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.

B. Pursuant to Section 32-1-903(5), C.R.S., “location” means the physical, telephonic, electronic, or virtual place, or a combination of such means where a meeting can be attended. “Meeting” has the same meaning as set forth in Section 24-6-402(1)(b), C.R.S., and means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.

C. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district’s first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings (“**Notice of Meeting**”) will be physically posted at least 24 hours prior to each meeting (“**Designated Public Place**”). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting, if a special district posts the Notice of Meeting online at a public website of the special district (“**District Website**”) at least 24 hours prior to each regular and special meeting.

E. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

F. Pursuant to Section 32-1-903(1.5), C.R.S., all meetings of the board that are held solely at physical locations must be held at physical locations that are within the boundaries of the district or that are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the physical location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

G. The provisions of Section 32-1-903(1.5), C.R.S., may be waived if: (1) the proposed change of the physical location of a meeting of the board appears on the agenda of a meeting; and (2) a resolution is adopted by the board stating the reason for which meetings of the board are to be held in a physical location other than under Section 32-1-903(1.5), C.R.S., and further stating the date, time and physical location of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Columbia Metropolitan District (the “**District**”), Arapahoe County, Colorado:

1. That the provisions of Section 32-1-903(1.5), C.R.S., be waived pursuant to the adoption of this Resolution.

2. That the Board of Directors (the “**District Board**”) has determined that conducting meetings at a physical location pursuant to Section 32-1-903(1.5), C.R.S., would be inconvenient and costly for the directors and consultants of the District in that they live and/or work outside of the twenty (20) mile radius requirement.

3. That regular meetings of the District Board for the year 2022 shall be held on _____ at _____, at _____ [indicate physical location and/or virtual location (telephonically, electronically, or by other means)].

4. That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each director.

5. That, until circumstances change, and a future resolution of the District Board so designates, the physical location and/or method or procedure for attending meetings of the District Board virtually (including the conference number or link) shall appear on the agenda(s) of said meetings.

6. That the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s) physical location(s), and any such objections shall be considered by the District Board in setting future meetings.

7. That the District Board authorizes establishment of a District Website, if such District Website does not already exist, in order to provide full and timely notice of meetings of the District Board online pursuant to the provisions of Section 24-6-402(2)(c)(III), C.R.S. REMOVE IF DISTRICT DECIDES NOT TO ESTABLISH WEBSITE AT THIS TIME

8. That, if the District has established a District Website, the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to each meeting pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S. REMOVE IF DISTRICT DECIDES NOT TO ESTABLISH WEBSITE AT THIS TIME

9. That, if the District has not yet established a District Website or is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:

(a) The swimming pool/recreation building at the Highlands swimming pool

10. Robert Haddad, or his/her designee, is hereby appointed to post the above-referenced notices.

[SIGNATURE PAGE TO RESOLUTION ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, ESTABLISHING DISTRICT WEBSITE AND DESIGNATING LOCATION FOR 24-HOUR NOTICES]

RESOLUTION APPROVED AND ADOPTED on November 22, 2021.

COLUMBIA METROPOLITAN DISTRICT

By: _____
President

Attest:

Secretary

**SERVICE AGREEMENT FOR
2022 LANDSCAPE MAINTENANCE SERVICES**

THIS SERVICE AGREEMENT FOR **LANDSCAPE MAINTENANCE SERVICES** (“**Agreement**”) is entered into as of the 30th day of October, 2021, by and between **COLUMBIA METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **KEESEN LANDSCAPE MANAGEMENT, INC.**, a Colorado Corporation (the “**Contractor**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

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

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

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

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

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

I. CONTRACTOR DUTIES AND AUTHORITY

1.1 Duties of Contractor. The Contractor shall:

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

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

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

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

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

1.2 Limitations on Authority.

(a) The Contractor shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Contractor shall at all times conform to the stated policies established and approved by the District.

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

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

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

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

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Contractor in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Contractor shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for

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

II. COMPENSATION

2.1 Compensation. The Contractor shall be paid as set forth in **Exhibit A** attached hereto with a total contract amount not to exceed \$49,962.00, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit C** ("Change Order").

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

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

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

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on January 1, 2022, and shall expire on December 31, 2022. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Contractor at least thirty (30) days prior to the effective date of such termination. The Contractor may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

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

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or

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

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

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

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

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Contractor from any obligations, responsibilities or liabilities under this Agreement.

V. MISCELLANEOUS

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

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

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

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

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

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

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

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

To District:	Columbia Metropolitan District 141 Union Boulevard, Suite 150 Lakewood, Colorado 80228 Phone: (303) 987-0835 Fax: (303) 987-2032 Email: dsolin@sdmsi.com Attn: David Solin
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With a Copy To: McGeady Becher, P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: (303) 592-4380
Fax: (303) 592-4385
Email: mbecher@specialdistrictlaw.com
Attn: Megan M. Becher

To Contractor: Keesen Landscape Management, Inc.
3355 South Umatilla Street
Englewood, CO 80110
Phone:
Fax:
Email: RNuanes@keesenlandscape.com
Attn: Roberto Nuanes

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

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

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

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Contractor declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Contractor:
KEESEN LANDSCAPE MANAGEMENT, INC.

By: _____

Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, as _____ of KEESEN LANDSCAPE MANAGEMENT, INC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:
COLUMBIA METROPOLITAN DISTRICT

By: Robert Haddad Jr.
President

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 2 day of November, 2021, by Robert Haddad Jr., as President of Columbia Metropolitan District.

Witness my hand and official seal.

My commission expires: 05/29/2022

NATHEN ROMERO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184022428
MY COMMISSION EXPIRES MAY 29, 2022

Notary Public

EXHIBIT A
SCOPE OF SERVICES / COMPENSATION

See attached fee schedule from proposal submitted July 31, 2021

**Columbia Metropolitan District
Landscape Maintenance Request for Proposal**

Proposal Submission Deadline: July 31, 2021

Proposal Submitted by: Keesen Landscape Management

CONTRACT SERVICES

ACTIVITY	FREQUENCY	UNIT PRICE	EXTENDED PRICE
PLANT & TREE CARE:			
Shrub/perennial/ornamental grass pruning	2	\$ <u>6,476</u>	\$ <u>12,962</u>
Tree pruning (traffic/safety)	1	\$ _____	\$ <u>Included Up to 10 Ft</u>
Fertilization	1	\$ <u>1,288</u>	\$ <u>1,288</u>
Weed control - pre-emergent application	1	\$ <u>2,345</u>	\$ <u>2,345</u>
Weed control - post-emergent applications Includes Trash Pick Up	26	\$ _____	\$ <u>18,850</u>
TREE WRAPPING:			
small deciduous trees	1	\$ <u>255</u>	\$ <u>255</u>
spring tree wrap removal	1	\$ <u>Included</u>	\$ <u>Included</u>
IRRIGATION SYSTEM MANAGEMENT:			
Activation	1	\$ <u>420</u>	\$ <u>420</u>
Winterization	1	\$ <u>670</u>	\$ <u>670</u>
System Check	24	\$ <u>230</u>	\$ <u>5,520</u>
MISCELLANEOUS:			
Spring Clean-up	1	\$ <u>1,430</u>	\$ <u>1,430</u>
Fall Clean-up	2	\$ <u>1,070</u>	\$ <u>2,140</u>
Debris & Litter Removal	26 not 52	\$ <u>73.50</u>	\$ <u>3,822</u>
TOTAL CONTRACT PRICE			\$ <u><u>49,692</u></u>
MONTHLY CONTRACT PRICE			\$ <u>4,141</u>

ADDITIONAL SERVICES

LABOR RATES:	COST PER HOUR
Irrigation Technician	\$ <u>68</u>
Irrigation Labor	\$ <u>60</u>

EXHIBIT B
CERTIFICATION OF CONTRACTOR

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

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

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

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

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

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

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

(a) 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; and

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

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

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

EXHIBIT C
FORM OF CHANGE ORDER

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

CHANGE IN SCOPE OF SERVICES (describe):

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

APPROVED:	
By:	_____
District	_____

APPROVED:	
By:	_____
Contractor	_____

CHANGE ORDER

Change Order No: 1	Date Issued: October 30, 2021
Name of Agreement: Service Agreement for Landscape Maintenance Services	
Date of Agreement: October 30, 2021	District(s): Columbia Metropolitan District
Other Party/Parties: Keesen Landscape Management, Inc.	

<p>CHANGE IN SCOPE OF SERVICES (describe):</p> <p style="text-align: center; margin-top: 20px;">As per attached proposal for cobble installation, dated October 21, 2021</p>

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$49,962.00	Original Term: Expires _____, 20____
Increase of this Change Order: \$875.00	New Term: Expires _____, 20____
Price with all Approved Change Orders: \$50,837.00	Agreement Time with all Approved Change Orders:

APPROVED:	
By:	
	District

APPROVED:	
By:	
	Contractor



October 21, 2021

WORK ORDER #79679

PROPOSAL FOR

ROBERT GRAHAM
 SPECIAL DISTRICT MANAGEMENT SERVICES
 COLUMBIA METRO DISTRICT
 E. ORCHARD ROAD AND S. TOWER
 CENTENNIAL, CO 80015

Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to service@keesenlandscape.com or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

DESCRIPTION OF WORK TO BE PERFORMED

Install Cobble around outside of Street Island

Install a one foot Outer boarder of 2-4 inch Grey Rose cobble in the Street Island on S. Telluride St at the intersection at Orchard St.

Sale	\$875.00
Sales Tax	\$0.00
Total	\$875.00

**COLUMBIA METRO DISTRICT
 WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Enhancement	\$0.00	\$875.00
	\$0.00	\$875.00

Note: Unless otherwise specified, supplemental watering is not included in this proposal. If additional watering is necessary to protect plant material warranty, a separate proposal will be submitted.

Note: New plant material will be covered by a 1 year/1 replacement warrant. This does not cover any plant material not connected to working irrigation, owner negligence or circumstances beyond our control including freeze and rodent damage. This includes trees, shrubs and perennial plant material only.

Force Majeure and Delays

Landscape Contractor's installation and warranty obligations under this work order are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Landscape Contractor), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of the Landscape Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this work order.

By Chris Hooper
Christopher Hooper

Date 10/21/2021

**Keesen Landscape Management,
Inc.**

By Robert Stoddard

Date 11-2-21

**SPECIAL DISTRICT
MANAGEMENT SERVICES**

as Agent for

**COLUMBIA METRO
DISTRICT**

Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done at a time and materials rate of \$68.00 per man hour.

SERVICE AGREEMENT FOR PROFESSIONAL ARBORIST SERVICES

THIS SERVICE AGREEMENT FOR **PROFESSIONAL ARBORIST SERVICES** (“**Agreement**”) is entered into as of the 16th day of August, 2021, by and between **COLUMBIA METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **ROCKY MOUNTAIN TREE CARE, INC.**, a Colorado Corporation (the “**Contractor**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

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

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

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

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

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

I. CONTRACTOR DUTIES AND AUTHORITY

1.1 Duties of Contractor. The Contractor shall:

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

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

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

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

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

1.2 Limitations on Authority.

(a) The Contractor shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Contractor shall at all times conform to the stated policies established and approved by the District.

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

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

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

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

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Contractor in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Contractor shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for

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

II. COMPENSATION

2.1 Compensation. The Contractor shall be paid as set forth in **Exhibit A** attached hereto with a total contract amount not to exceed \$11,575.00, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit C** ("Change Order").

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

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

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

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on August 16, 2021, and shall expire upon satisfactory completion. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Contractor at least thirty (30) days prior to the effective date of such termination. The Contractor may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

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

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or

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

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

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

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

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Contractor from any obligations, responsibilities or liabilities under this Agreement.

V. MISCELLANEOUS

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

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

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

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

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

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

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

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

To District:	Columbia Metropolitan District 141 Union Boulevard, Suite 150 Lakewood, Colorado 80228 Phone: (303) 987-0835 Fax: (303) 987-2032 Email: dsolin@sdmsi.com Attn: David Solin
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With a Copy To: McGeady Becher, P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: (303) 592-4380
Fax: (303) 592-4385
Email: mbecher@specialdistrictlaw.com
Attn: Megan M. Becher

To Contractor: Rocky Mountain Tree Care, Inc.
10575 W. 64th Ave.
Arvada, CO 80004
Phone: (303) 431-5885
Fax: (303) 456-6369
Email: customercare@rockymountaintree.com
Attn: Mandy Wessels

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

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

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

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Contractor declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Contractor:
ROCKY MOUNTAIN TREE CARE, INC.
By: [Signature]
Its: Chief Operator & Officer

STATE OF COLORADO)
COUNTY OF Jefferson) ss.

The foregoing instrument was acknowledged before me this 9 day of November 2021, by Ryan Wessels, as COO of ROCKY MOUNTAIN TREE CARE, INC.

Witness my hand and official seal.

My commission expires: 11-22-2023

**NICOLE GILBERT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194044245
MY COMMISSION EXPIRES 11/22/2023**

Nicole Gilbert
Notary Public

District:
COLUMBIA METROPOLITAN DISTRICT
By: [Signature]
President

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me this 2 day of November 2021, by Robert Haddad Jr, as President of Columbia Metropolitan District.

Witness my hand and official seal.

My commission expires: 05/29/2022

**NATHEN ROMERO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104022420
MY COMMISSION EXPIRES MAY 29, 2022**

[Signature]
Notary Public

EXHIBIT A
SCOPE OF SERVICES / COMPENSATION

See attached proposal submitted August 16, 2021



**Rocky Mountain
Tree Care, Inc.**

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

August 16, 2021

Special District Management Service, Inc
Attn: Robert Graham
141 Union Blvd
Lakewood, CO 80228

Over 20 years of
expert care & experience

Re: Columbia Metro District Center, center Island along Orchard Road from Buckley Road
to Smokey Hill Road

Removals:

• Remove dead crabapple in island between Genoa and Smokey Hill	\$100
• Grind stump	\$100
• Replace with 2" spring snow crabapple	\$825
• Remove dead oak in island between Genoa and Dunkirk	\$100
• Grind stump	\$100
• Replace with 2" red oak	\$850
• Remove dead crabapple between Genoa and Dunkirk	\$100
• Grind stump	\$100
• Replace with 2" spring snow crabapple	\$825
• Remove oak between Tower and Biocay	\$250
• Grind stump	\$125
• Replace with 2" swamp white oak	\$825
• Remove dead crabapple between Tower and Waco	\$50
• Grind stump	\$50
• Replace with 2" spring snow crabapple	\$825
• Remove dead oak between Tower and Waco	\$50
• Grind stump	\$50
• Replace with 2" oak	\$825
• Remove 2 North most of 3 honeylocust in island at Telluride and Orchard Street	\$1,650
• Grind stump	\$800
• Replace with 2 2" thornless cockspur hawthorns	\$1,600
• Remove half dead ash in island between Telluride and Buckley	\$350
• Grind stump	\$175
• Replace with 2" Kentucky coffee tree	\$850

Please call if you have any questions

\$11,575

Thank you,

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

EXHIBIT B
CERTIFICATION OF CONTRACTOR

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

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

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

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

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

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

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

(a) 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; and

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

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

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

EXHIBIT C
FORM OF CHANGE ORDER

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

CHANGE IN SCOPE OF SERVICES (describe):

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

APPROVED:	
By:	_____
District	_____

APPROVED:	
By:	_____
Contractor	_____

CHANGE ORDER

Change Order No: 1	Date Issued: October 8, 2021
Name of Agreement: Service Agreement for Professional Arborist Services	
Date of Agreement: August 15, 2021	District(s): Rocky Mountain Tree Care
Other Party/Parties: Rocky Mountain Tree Care, Inc.	

CHANGE IN SCOPE OF SERVICES (describe):

Per attached proposal dated October 8, 2021. RMTC further agrees to reasonably warrant from defects in performance that may not become evident until the 2022 spring leaf-out has occurred.

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$11,575.00	Original Term: Expires _____, 20
Increase of this Change Order: \$18,625.00	New Term: Expires _____, 20
Price with all Approved Change Orders: \$30,200.00	Agreement Time with all Approved Change Orders:

APPROVED:

By: *Robert J. Judd*

District: *11-2-21*

APPROVED: *Ryan Wessels*

By: *Ryan Wessels*

Contractor: *Rocky Mnt. Tree Care*

11/9/21



**Rocky Mountain
Tree Care, Inc.**

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

October 8, 2021

Special District Management Services
141 Union Blvd, Suite 150
Lakewood, CO 80228
Attn: Robert Graham

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

RE: Columbia Metro

Tree Counts

Between Buckley and Tower

Oaks: 17	Hackberries: 19
Crabapples: 37	Lindens: 4
Hawthorn: 1	Catalpas: 5
Locusts: 7	Kentucky Coffee Tree: 1

Between Tower and Smokey Hill

Crabapples: 25	Oaks: 18
Hackberries: 4	Catalpas: 7
Lindens: 3	Hawthorn: 1
Locusts: 7	

Pruning Recommendations

- | | |
|--|--------|
| 1. Prune 3 honeylocusts between Buckley and Telluride to deadwood | \$900 |
| 2. Prune oak E. of Telluride to deadwood | \$250 |
| 3. Prune 7 hackberries E. of Telluride to deadwood | \$1400 |
| 4. Prune 2 lindens E. of Telluride to deadwood | \$400 |
| 5. Prune 5 oaks E. of Telluride to deadwood | \$800 |
| 6. Prune 2 catalpa E. Telluride to deadwood | \$325 |
| 7. Prune 2 oaks between Telluride and Tower to deadwood | \$700 |
| 8. Prune 6 hackberries and 2 lindens between Telluride and Tower to deadwood | \$1100 |
| 9. Prune oak between Telluride and Tower to deadwood | \$200 |
| 10. Prune 3 hackberries Telluride and Tower to deadwood | \$500 |
| 11. Prune 2 oaks between Telluride and Tower to deadwood | \$500 |
| 12. Prune oak W. of Tower to deadwood | \$175 |
| 13. Prune locust W. of Tower to deadwood | \$130 |
| 14. Prune oak W. of Tower to deadwood | \$95 |

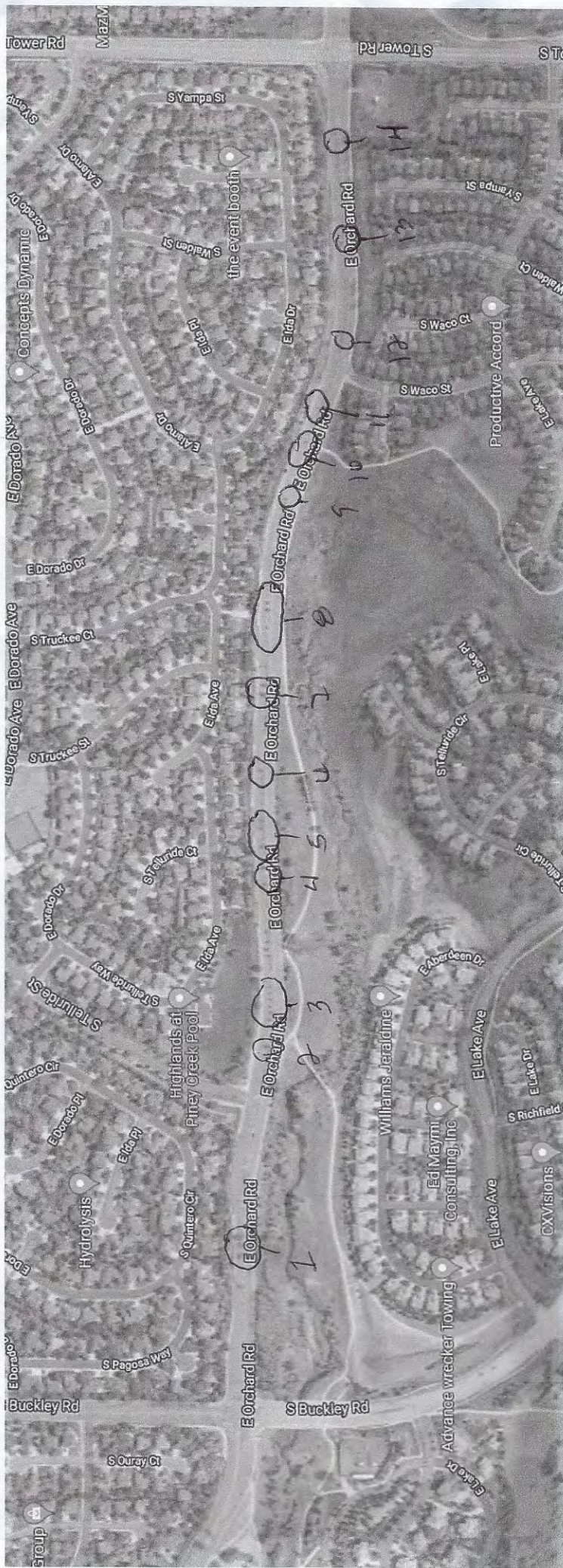
15. Prune 2 hackberries and 3 catalpa E. of Biscay Street to deadwood	\$1400
16. Prune 3 locust between Biscay Street and Dunkirk Street to deadwood	\$1500
17. Prune 2 locust between Biscay Street and Dunkirk Street to deadwood	\$1000
18. Prune 2 locust W. of Dunkirk Street to deadwood	\$1000
19. Prune 3 lindens between Dunkirk Street and Genoa Street to deadwood	\$900
20. Prune 3 catalpas W. Genoa Street to deadwood	\$900
21. Prune 2 upright oaks N.E. of Genoa Street to deadwood	\$400
22. Prune hackberry N.E. of Genoa Street to deadwood	\$350
23. Prune 2 oaks between Genoa Street and Smoky Hill to deadwood	\$400
24. Prune 3 upright oaks S.W. of Smoky Hills to deadwood	\$500
25. Prune all 62 crabapples in all median areas between Buckley and Smokey Hill to deadwood and remove blight in the dormant season	\$2800
<u>Pruning Grand Total:</u>	\$18625

Please call with any questions or comments.

Thank you,

Ryan Wessels
Rocky Mountain Tree Care, Inc.
303.775.7337

SDMS - Columbia Metro, west side



SDMS - Columbia Metro, East side



SERVICE AGREEMENT FOR ELECTRICAL & LIGHTING INSTALLATION/MAINTENANCE SERVICES

THIS SERVICE AGREEMENT FOR **ELECTRICAL & LIGHTING INSTALLATION/MAINTENANCE SERVICES** (“**Agreement**”) is entered into as of the 30th day of October, 2021, by and between **COLUMBIA METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **FULL SPECTRUM LIGHTING, INC.**, a Colorado Corporation (the “**Contractor**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

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

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

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

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

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

I. CONTRACTOR DUTIES AND AUTHORITY

1.1 Duties of Contractor. The Contractor shall:

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

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

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

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

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

1.2 Limitations on Authority.

(a) The Contractor shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Contractor shall at all times conform to the stated policies established and approved by the District.

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

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

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

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

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Contractor in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Contractor shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for

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

II. COMPENSATION

2.1 Compensation. The Contractor shall be paid as set forth in **Exhibit A** attached hereto with a total contract amount not to exceed \$95,008.48, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit C** ("**Change Order**").

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

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

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

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on October 1, 2021, and shall expire upon satisfactory completion. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Contractor at least thirty (30) days prior to the effective date of such termination. The Contractor may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

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

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or

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

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

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

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

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Contractor from any obligations, responsibilities or liabilities under this Agreement.

V. MISCELLANEOUS

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

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

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

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

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

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

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

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

To District:	Columbia Metropolitan District 141 Union Boulevard, Suite 150 Lakewood, Colorado 80228 Phone: (303) 987-0835 Fax: (303) 987-2032 Email: dsolin@sdmsi.com Attn: David Solin
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With a Copy To: McGeady Becher, P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: (303) 592-4380
Fax: (303) 592-4385
Email: mbecher@specialdistrictlaw.com
Attn: Megan M. Becher

To Contractor: Full Spectrum Lighting, Inc.
6896 E. Archer Dr.
Denver, CO 80230
Phone: (303) 204-0949
Fax:
Email: tracy@fullspectrumlighting-inc.com
Attn: Tracy Hannon

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

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

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

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Contractor declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Contractor:
FULL SPECTRUM LIGHTING, INC.
By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of FULL SPECTRUM LIGHTING, INC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:
COLUMBIA METROPOLITAN DISTRICT
By: Robert Haddad Jr.
President

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 2 day of November, 2021, by Robert Haddad Jr., as President of Columbia Metropolitan District.

Witness my hand and official seal.

My commission expires: 05/29/2022

NATHEN ROMERO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184022428
MY COMMISSION EXPIRES MAY 29, 2022

[Signature]

Notary Public

EXHIBIT A
SCOPE OF SERVICES / COMPENSATION

See attached proposal submitted September 28, 2021

Full Spectrum Lighting, Inc.

6896 E. Archer Dr.
 Denver, Co. 80230
 303-204-0949

Estimate

Date	Estimate #
9/28/2021	1277

Name / Address
Columbia Metro Dist. Robert Graham 141 Union Blvd. Suite 150 Lakewood, Co. 80228-1898

			Project
Description	Qty	Cost	Total
Install bullet lights on all of the deciduous trees on the 5 islands down the center of the Columbia Metro District (From Smoky Hill Rd To Buckley Rd) down Orchard street. We will install blue tooth enabled lights that will be able to be operated from a blue tooth phone to change the color of lighting. There will be GFCI outlets installed on the existing pole lights and transformers installed according to wattage requirements for the lights. We will also install extenders on each of the islands so that the lights can be coordinated together.	384	80.00	30,720.00
Materials, 256 LED Bullet lights, 14 Transformers, 6 Extenders, 24 GFCI outlets, 24 Brackets, 2000' low voltage wiring, electrical supplies	1	64,289.48	64,289.48T
Electrical, Install bullet lights on the new median at Telluride and Orchard once Xcel has established power. Will install uplights on the 3 trees that are currently in place. We will install 1 transformer and GFCI outlet 6 bullet lights and 1 extender	0	80.00	0.00
Materials, 1 GFCI, 1 Extender, 6 Bullet Lights, 1 Bracket, 1 Transformer, 30' Wire	0	0.00	0.00T
We have estimated the wiring for this project as we did not have a measuring wheel so price could fluctuate slightly. Colorado State		2.90%	1,864.39
		Total	\$96,873.87

Customer Signature _____

EXHIBIT B
CERTIFICATION OF CONTRACTOR

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

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

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

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

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

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

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

(a) 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; and

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

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

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

EXHIBIT C
FORM OF CHANGE ORDER

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

CHANGE IN SCOPE OF SERVICES (describe):

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

APPROVED:	
By:	_____
District	_____

APPROVED:	
By:	_____
Contractor	_____



October 28, 2021

PROPOSAL #79769

PROPOSAL FOR

ROBERT GRAHAM
 SPECIAL DISTRICT MANAGEMENT SERVICES
 COLUMBIA METRO DISTRICT
 E. ORCHARD ROAD AND S. TOWER
 CENTENNIAL, CO 80015

Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to service@keesenlandscape.com or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

DESCRIPTION OF WORK TO BE PERFORMED

2022 Summer Flowers

2022 Summer Flowers	\$9,133.27
	Sale \$9,133.27
	Sales Tax \$0.00
	Total \$9,133.27

2022 Summer Flowers

Add flowers to:

13 Median End Beds On Orchard between Buckley and Smokey Hill.

*traffic control not included

Standard flower colors and varieties based on availability. Keesen Landscape Management, Inc., Inc. guarantees all nursery stock planted by our landscape department to be in good, live condition when planted. After planting, plant losses caused by improper watering, cultivation, physical abuse, or neglect are not covered by this guarantee. If a plant has received reasonable care and maintenance, but fails to grow, we will replace the plant one time only without charge provided that the original invoice is paid in full. All on-site transplants are excluded from this guarantee. We will not replace plants lost to hail, wind, freeze, animals, or other Acts of God. Unless otherwise specified below, all required irrigation

repairs/modifications will be billed at a time and materials rate of \$70 per man hour.

Annual flowers will be maintained every other week from installation through the beginning of October. Granular fertilizer is applied at planting and liquid fertilizer is applied as needed throughout the season.

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
May	\$9,133.27	\$0.00	\$9,133.27
June	\$0.00	\$0.00	\$0.00
July	\$0.00	\$0.00	\$0.00
August	\$0.00	\$0.00	\$0.00
September	\$0.00	\$0.00	\$0.00
October	\$0.00	\$0.00	\$0.00
	\$9,133.27	\$0.00	\$9,133.27

By 

 Stephanie Sisler

Date 10/28/2021

**Keesen Landscape Management,
 Inc.**

By _____

Date _____

**SPECIAL DISTRICT
 MANAGEMENT SERVICES**

as Agent for

COLUMBIA METRO
 DISTRICT

Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done at a time and materials rate of \$68.00 per man hour.



Wasabi Coleus



Inca Orange Marigold



Inca Yellow Marigold



Cherry Profusion Zinnia



Quartz Blue Verbena



October 28, 2021

PROPOSAL #79847

PROPOSAL FOR

ROBERT GRAHAM
SPECIAL DISTRICT MANAGEMENT SERVICES
COLUMBIA METRO DISTRICT
E. ORCHARD ROAD AND S. TOWER
CENTENNIAL, CO 80015

Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to service@keesenlandscape.com or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

DESCRIPTION OF WORK TO BE PERFORMED

2022 Fall Flowers & Bulbs

2022 Fall Flowers	\$14,457.31
2022 Fall Bulbs	\$7,233.25
Sale	\$21,690.56
Sales Tax	\$0.00
Total	\$21,690.56

2022 Fall Flowers

Add flowers to:

13 Median End Beds On Orchard between Buckley and Smokey Hill.

Standard flower colors and varieties based on availability. Keesen Landscape Management, Inc., Inc. guarantees all nursery stock planted by our landscape department to be in good, live condition when planted. After planting, plant losses caused by improper watering, cultivation, physical abuse, or neglect are not covered by this guarantee. If a plant has received reasonable care and maintenance, but fails to grow, we will replace the plant one time only without charge provided that the original invoice is paid in full. All on-site transplants are excluded from this guarantee. We will not replace plants lost to hail, wind, freeze, animals, or other Acts of God. Unless otherwise specified below, all required irrigation repairs/modifications will be billed at a time and materials rate of \$70 per man hour.

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
October	\$21,690.56	\$0.00	\$21,690.56
November	\$0.00	\$0.00	\$0.00
December	\$0.00	\$0.00	\$0.00
January	\$0.00	\$0.00	\$0.00
February	\$0.00	\$0.00	\$0.00
March	\$0.00	\$0.00	\$0.00
	\$21,690.56	\$0.00	\$21,690.56

By 

 Stephanie Sisler

Date 10/28/2021

**Keesen Landscape Management,
 Inc.**

By _____

Date _____

**SPECIAL DISTRICT
 MANAGEMENT SERVICES**

as Agent for

COLUMBIA METRO
 DISTRICT

Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done at a time and materials rate of \$68.00 per man hour.

**Columbia Metropolitan District
May-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
ECCV Water & Sanitation District	8940003	April 2021	4/30/2021	5/28/2021	\$ 29.75	Utilities 1794
ECCV Water & Sanitation District	8930003	April 2021	4/30/2021	5/28/2021	\$ 32.90	Utilities 1794
Fusion Sign & Design Inc	175391		4/26/2021	5/13/2021	\$ 126.00	Miscellaneous Expense 1685
IREA	53302100	April 2021	4/15/2021	5/6/2021	\$ 21.00	Utilities 1794
IREA	53065300	April 2021	4/1/2021	5/1/2021	\$ 954.00	Utilities 1794
IREA	51968300	April 2021	4/20/2021	5/11/2021	\$ 21.81	Utilities 1794
McGeady Becher P.C.	9B 03/2021		3/31/2021	5/13/2021	\$ -	Legal 1675
Special Dist Mgmt Svcs	Apr-21		4/30/2021	5/13/2021	\$ 1,562.50	Management 1614
Special Dist Mgmt Svcs	Apr-21		4/30/2021	5/13/2021	\$ 25.38	Miscellaneous Expense 1685
Special Dist Mgmt Svcs	Apr-21		4/30/2021	5/13/2021	\$ 728.00	Accounting 1612
					\$ 3,501.34	

**Columbia Metropolitan District
May-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 3,501.34	\$ -	\$ -	\$ 3,501.34
Payroll		\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$3,501.34	\$0.00	\$0.00	\$3,501.34

**Columbia Metropolitan District
June-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Brightview Landscape Services, Inc.	4692443	5/18/2021	6/2/2021	\$ 58.86	Irrigation Repairs	1810
Brightview Landscape Services, Inc.	4719126	6/9/2021	6/24/2021	\$ 500.00	Irrigation Repairs	1810
Brightview Landscape Services, Inc.	4719125	6/9/2021	6/24/2021	\$ 168.79	Irrigation Repairs	1810
Brightview Landscape Services, Inc.	7365270	5/13/2021	5/28/2021	\$2,385.00	Landscape Contract	1910
ECCV Water & Sanitation District	8930003 May 2021	5/31/2021	6/25/2021	\$ 32.90	Utilities	1794
ECCV Water & Sanitation District	8940003 May 2021	5/31/2021	6/25/2021	\$ 163.63	Utilities	1794
IREA	53065300 May 2021	5/3/2021	5/24/2021	\$ 954.00	Utilities	1794
IREA	53302100 May 2021	5/18/2021	6/8/2021	\$ 21.00	Utilities	1794
IREA	51968300 May 2021	5/20/2021	6/10/2021	\$ 21.83	Utilities	1794
JBK Landscape, LLC	INV92641	4/30/2021	5/30/2021	\$ 710.00	Landscape Contract	1910
McGeady Becher P.C.	9B 04/2021	4/30/2021	4/30/2021	\$ -	Legal	1675
McGeady Becher P.C.	9B 03/2021	3/31/2021	5/13/2021	\$ -	Legal	1675
Special Dist Mgmt Svcs	May-21	5/31/2021	5/31/2021	\$2,476.00	Management	1614
Special Dist Mgmt Svcs	May-21	5/31/2021	5/31/2021	\$ 136.73	Miscellaneous Expense	1685
Special Dist Mgmt Svcs	May-21	5/31/2021	5/31/2021	\$ 798.00	Accounting	1612
Utility Notification Center of Colorado	20895- 221050304	5/31/2021	5/31/2021	\$ 9.24	Miscellaneous Expense	1685
				\$8,435.98		

<u>Check Issue Date</u>	<u>Check Number</u>	<u>Payee</u>	<u>Amount</u>
06/24/2021	11010	Void	
06/24/2021	11011	Void	
06/24/2021	11012	Haddad Jr., Robert	92.35
06/24/2021	11013	Carla D. Ladd	92.35
06/24/2021	11014	Overton, Sheryl A.	92.35
06/24/2021	11015	Johnson, Rodney B.	92.35
Grand Totals:			
	<u>6</u>		<u>369.40</u>

**Columbia Metropolitan District
June-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 8,435.98	\$ -	\$ -	\$ 8,435.98
Payroll	\$ 369.40	\$ -	\$ -	\$ 369.40
Total Disbursements from Checking Acct	\$8,805.38	\$0.00	\$0.00	\$8,805.38

**Columbia Metropolitan District
July-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Brightview Landscape Services, Inc.	7432480	7/1/2021	7/16/2021	\$2,385.00	Landscape Contract	1910
Brightview Landscape Services, Inc.	4735266	6/22/2021	7/7/2021	\$ 454.83	Irrigation Repairs	1810
Brightview Landscape Services, Inc.	4747013	7/1/2021	7/16/2021	\$ 134.72	Irrigation Repairs	1810
ECCV Water & Sanitation District	8930003 June 2021	6/30/2021	6/30/2021	\$ 587.30	Utilities	1794
ECCV Water & Sanitation District	8940004 June 2021	6/30/2021	6/30/2021	\$ 175.99	Utilities	1794
IREA	53302100 June 2021	6/17/2021	7/8/2021	\$ 21.00	Utilities	1794
IREA	51968300 June 2021	6/18/2021	7/9/2021	\$ 21.94	Utilities	1794
IREA	53065300 June 2021	6/1/2021	6/22/2021	\$ 954.00	Utilities	1794
JBK Landscape, LLC	INV93118	5/21/2021	6/20/2021	\$ 477.80	Irrigation Repairs	1810
Special Dist Mgmt Svcs	Jun-21	6/30/2021	6/30/2021	\$1,529.00	Management	1614
Special Dist Mgmt Svcs	Jun-21	6/30/2021	6/30/2021	\$ 105.72	Miscellaneous Expense	1685
Special Dist Mgmt Svcs	Jun-21	6/30/2021	6/30/2021	\$ 882.00	Accounting	1612
Utility Notification Center of Colorado	20895-221060295	6/30/2021	6/30/2021	\$ 79.20	Miscellaneous Expense	1685
				\$7,808.50		

**Columbia Metropolitan District
June-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 7,808.50	\$ -	\$ -	\$ 7,808.50
Payroll		\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$7,808.50	\$0.00	\$0.00	\$7,808.50

**Columbia Metropolitan District
August-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Brightview Landscape Services, Inc.	7474059	8/1/2021	8/31/2021	\$ 2,385.00	Landscape Contract	1910
Brightview Landscape Services, Inc.	7386763	6/1/2021	6/30/2021	\$ 2,385.00	Landscape Contract	1910
ECCV Water & Sanitation District	8930003 August 2021	7/31/2021	7/31/2021	\$ 562.10	Utilities	1794
ECCV Water & Sanitation District	8940004 August 2021	7/31/2021	7/31/2021	\$ 616.25	Utilities	1794
IREA	53065300 July 2021	7/1/2021	7/22/2021	\$ 954.00	Utilities	1794
IREA	51968300 July 2021	7/21/2021	8/21/2021	\$ 22.06	Utilities	1794
IREA	53302100 July 2021	7/20/2021	8/10/2021	\$ 21.00	Utilities	1794
Special Dist Mgmt Svcs	Jul-21	7/31/2021	7/31/2021	\$ 2,530.00	Management	1614
Special Dist Mgmt Svcs	Jul-21	7/31/2021	7/31/2021	\$ 96.33	Miscellaneous Expense	1685
Special Dist Mgmt Svcs	Jul-21	7/31/2021	7/31/2021	\$ 826.00	Accounting	1612
Utility Notification Center of Colorado	20895-221070307	7/31/2021	7/31/2021	\$ 110.88	Miscellaneous Expense	1685
				\$10,508.62		

**Columbia Metropolitan District
August-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 10,508.62	\$ -	\$ -	\$ 10,508.62
Payroll		\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$10,508.62	\$0.00	\$0.00	\$10,508.62

Columbia Metropolitan District

September-21

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Brightview Landscape Services, Inc.	7546205	9/17/2021	9/17/2021	\$ 25,588.47	Median Renovation Construction	1800
Brightview Landscape Services, Inc.	4839720	9/17/2021	9/17/2021	\$ 1,694.86	Irrigation Repairs	1810
Brightview Landscape Services, Inc.	7503137	8/20/2021	9/4/2021	\$ 5,027.09	Repair and Maintenance	1696
Brightview Landscape Services, Inc.	4817156	9/2/2021	9/17/2021	\$ 2,732.85	Irrigation Repairs	1810
Brightview Landscape Services, Inc.	4817155	9/2/2021	9/17/2021	\$ 149.71	Irrigation Repairs	1810
Brightview Landscape Services, Inc.	8/16/2021	8/16/2021	8/31/2021	\$ 5,212.82	Repair and Maintenance	1696
Brightview Landscape Services, Inc.	7520521	9/1/2021	9/30/2021	\$ 2,385.00	Landscape Contract	1910
ECCV Water & Sanitation District	8930003 Sept. 2021	8/31/2021	9/24/2021	\$ 480.20	Utilities	1794
ECCV Water & Sanitation District	8940004 Sept. 2021	8/31/2021	9/24/2021	\$ 431.38	Utilities	1794
IREA	W.R.# E4738	4/2/2021	9/2/2021	\$ 200.00	Median Renovation Construction	1800
IREA	53065300 Aug. 2021	8/2/2021	8/23/2021	\$ 954.00	Utilities	1794
IREA	51968300 Aug. 2021	8/19/2021	9/9/2021	\$ 21.82	Utilities	1794
IREA	53302100 Aug. 2021	8/18/2021	9/8/2021	\$ 21.00	Utilities	1794
McGeady Becher P.C.	9B 07/2021	7/31/2021	7/31/2021	\$ 147.00	Legal	1675
Special Dist Mgmt Svcs	Aug-21	8/31/2021	8/31/2021	\$ 2,858.00	Management	1614
Special Dist Mgmt Svcs	Aug-21	8/31/2021	8/31/2021	\$ 134.52	Miscellaneous Expense	1685
Special Dist Mgmt Svcs	Aug-21	8/31/2021	8/31/2021	\$ 630.00	Accounting	1612
Utility Notification Center of Colorado	20895- 221080307	8/31/2021	8/31/2021	\$ 56.76	Miscellaneous Expense	1685

\$ 48,725.48

**Columbia Metropolitan District
September-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 48,725.48	\$ -	\$ -	\$ 48,725.48
Payroll		\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$48,725.48	\$0.00	\$0.00	\$48,725.48

**Columbia Metropolitan District
October-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Brightview Landscape Services, Inc.	4860342	10/5/2021	10/20/2021	\$ 200.82	Irrigation Repairs	1810
CORE Electric Cooperative	53302100 Sept. 2021	9/20/2021	10/10/2021	\$ 21.00	Utilities	1794
CORE Electric Cooperative	53065300 Sept. 2021	9/1/2021	9/22/2021	\$ 954.88	Utilities	1794
CORE Electric Cooperative	51968300 Sept. 2021	9/21/2021	10/12/2021	\$ 22.08	Utilities	1794
Colorado Special Districts Pool	POL-0007145	9/8/2021	9/8/2021	\$ 450.00	Insurance	1670
ECCV Water & Sanitation District	8940004 Oct. 2021	9/30/2021	10/30/2021	\$ 14.00	Utilities	1794
ECCV Water & Sanitation District	8930003 Oct. 2021	9/30/2021	10/30/2021	\$ 574.70	Utilities	1794
Haddad, Robert	SDA Reimbursement 2021	10/20/2021	10/20/2021	\$ 742.62	Miscellaneous Expense	1685
McGeady Becher P.C.	9B 08/2021	8/31/2021	8/31/2021	\$ -	Legal	1675
Special Dist Mgmt Svcs	Sep-21	9/30/2021	9/30/2021	\$ 2,520.50	Management	1614
Special Dist Mgmt Svcs	Sep-21	9/30/2021	9/30/2021	\$ 22.80	Miscellaneous Expense	1685
Special Dist Mgmt Svcs	Sep-21	9/30/2021	9/30/2021	\$ 658.00	Accounting	1612
Special District Association	29808	8/25/2021	9/24/2021	\$ 700.00	Miscellaneous Expense	1685
Utility Notification Center of Colorado	20895-221090306	9/30/2021	9/30/2021	\$ 54.12	Miscellaneous Expense	1685
				\$ 6,935.52		

Check Issue Date	Check Number	Payee	Amount
10/18/2021	11016	Haddad Jr., Robert	92.35
10/18/2021	11017	Carla D. Ladd	92.35
10/18/2021	11018	Overton, Sheryl A.	92.35
10/18/2021	11019	Johnson, Rodney B.	92.35
10/18/2021	11020	Marion L. Ladd	92.35
Grand Totals:			
	<u>5</u>		<u>461.75</u>

**Columbia Metropolitan District
October-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 6,935.52	\$ -	\$ -	\$ 6,935.52
Payroll	\$ 461.75	\$ -	\$ -	\$ 461.75
Total Disbursements from Checking Acct	\$7,397.27	\$0.00	\$0.00	\$7,397.27

COLUMBIA METROPOLITAN DISTRICT
Schedule of Cash Position
September 30, 2021

	Rate	Operating
Checking:		
First Bank Checking		\$ (19,919.72)
Investments:		
Colostrust	0.0052%	703,811.68
TOTAL FUNDS:		\$ 683,891.96

2021 Mill Levy Information

Certified General Fund Mill Levy	2.000
Total Certified Mill Levy	2.000

Board of Directors

*	Robert Haddad
*	Carla D. Ladd
	Marion L. Ladd
	Rod Johnson
	Sheryl Overton

*authorized signer on checking account

COLUMBIA METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

September 30, 2021

COLUMBIA METROPOLITAN DISTRICT
COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
September 30, 2021

	<u>GENERAL</u>	<u>FIXED ASSETS</u>	<u>TOTAL MEMO ONLY</u>
Assets			
First Bank Checking	\$ (19,920)	\$ -	\$ (19,920)
Colotrust	703,812	-	703,812
Property Taxes Receivable	289	-	289
Total Current Assets	<u>684,181</u>	<u>-</u>	<u>684,181</u>
Capital Assets			
Fixed Assets	-	801,391	801,391
Total Capital Assets	<u>-</u>	<u>801,391</u>	<u>801,391</u>
Total Assets	<u>\$ 684,181</u>	<u>\$ 801,391</u>	<u>\$ 1,485,572</u>
Liabilities			
Payroll Taxes Payable	\$ 181	\$ -	\$ 181
Total Liabilities	<u>181</u>	<u>-</u>	<u>181</u>
Deferred Inflows of Resources			
Deferred Property Taxes	289	-	289
Total Deferred Inflows of Resources	<u>289</u>	<u>-</u>	<u>289</u>
Fund Balance			
Investment in Fixed Assets	-	801,391	801,391
Fund Balance	624,024	-	624,024
Current Year Earnings	59,687	-	59,687
Total Fund Balances	<u>683,711</u>	<u>801,391</u>	<u>1,485,102</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balance	<u>\$ 684,181</u>	<u>\$ 801,391</u>	<u>\$ 1,485,572</u>

COLUMBIA METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 9 Months Ending
September 30, 2021
General Fund

Account Description	Period Actual	YTD Actual	Budget	Favorable (Unfavorable) Variance	% of Budget
Revenues					
Property Taxes	\$ 56,339	\$ 151,716	\$ 152,005	\$ (289)	99.8%
Specific Ownership Taxes	2,659	6,975	12,000	(5,025)	58.1%
Interest Income	77	146	6,000	(5,854)	2.4%
Miscellaneous Income	4,027	4,027	-	4,027	0.0%
Total Revenues	<u>63,101</u>	<u>162,864</u>	<u>170,005</u>	<u>(7,141)</u>	<u>95.8%</u>
Expenditures					
Accounting	2,338	7,350	9,000	1,650	81.7%
Management	6,917	15,027	15,000	(27)	100.2%
Director's Fees	-	400	1,800	1,400	22.2%
Insurance	-	709	6,750	6,041	10.5%
Legal	147	227	3,000	2,773	7.6%
Miscellaneous Expense	850	1,731	1,000	(731)	173.1%
Plants & Tree Replacement	-	-	12,000	12,000	0.0%
Repair and Maintenance	10,240	10,240	-	(10,240)	-
Payroll Taxes	-	38	-	(38)	-
Treasurer's Fees	846	2,277	2,280	3	99.9%
Utilities	5,844	10,723	22,500	11,777	47.7%
Median Renovation Construction	25,788	25,788	25,000	(788)	103.2%
New Meridan Streetlight	-	-	10,000	10,000	0.0%
Meridan Lighting	-	-	125,000	125,000	0.0%
Irrigation Repairs	5,645	6,372	4,500	(1,872)	141.6%
Winter Watering	-	-	5,000	5,000	0.0%
Landscape Contract	9,540	22,295	39,000	16,705	57.2%
Emergency Reserve	-	-	4,560	4,560	0.0%
Contingency	-	-	300,000	300,000	0.0%
Total Expenditures	<u>68,155</u>	<u>103,177</u>	<u>586,390</u>	<u>483,213</u>	<u>17.6%</u>
Excess (Deficiency) of Revenues Over Expenditures	(5,054)	59,687	(416,385)	476,072	
Beginning Fund Balance	688,764	624,024	627,912	(3,888)	
Ending Fund Balance	<u>\$ 683,711</u>	<u>\$ 683,711</u>	<u>\$ 211,527</u>	<u>\$ 472,184</u>	

CERTIFICATION OF VALUATION BY ARAPAHOE COUNTY ASSESSOR

New Tax Entity YES NO

Date: August 25, 2021

NAME OF TAX ENTITY: COLUMBIA METRO DIST

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2021:

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	76,002,539
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	78,703,117
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	78,703,117
5. NEW CONSTRUCTION: *	5.	\$	1,559
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7. ANNEXATIONS/INCLUSIONS:	7.	\$	0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): ☐	9.	\$	0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	0
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	0

‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec 20(8)(b), Colo. Constitution

* New construction is defined as: Taxable real property structures and the personal property connected with the structure.

≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.

☐ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART X, SEC.20, COLO. CONSTITUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2021:

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	1,098,030,602
--	----	----	---------------

ADDITIONS TO TAXABLE REAL PROPERTY

2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	21,800
3. ANNEXATIONS/INCLUSIONS:	3.	\$	0
4. INCREASED MINING PRODUCTION: §	4.	\$	0
5. PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$	0

DELETIONS FROM TAXABLE REAL PROPERTY

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8.	\$	0
9. DISCONNECTIONS/EXCLUSIONS:	9.	\$	0
10. PREVIOUSLY TAXABLE PROPERTY:	10.	\$	0

¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.

* Construction is defined as newly constructed taxable real property structures.

§ Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:

1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$	0
---	----	----	---

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **		\$	3,921
--	--	----	-------

** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED TO THE COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.



PK Kaiser, MBA, MS

Assessor

OFFICE OF THE ASSESSOR
5334 S. Prince Street
Littleton, CO 80120-1136
Phone: 303-795-4600
TDD: Relay-711
Fax:303-797-1295
<http://www.arapahoegov.com/assessor>
assessor@arapahoegov.com

August 25, 2021

AUTH 4230 COLUMBIA METRO DIST
SPECIAL DISTRICT MANAGEMENT
SERVICES
C/O DAVID SOLIN
141 UNION BLVD SUITE 150
LAKEWOOD CO 80228

Code # 4230

CERTIFICATION OF VALUATION

The Arapahoe County Assessor reports a taxable assessed valuation for your taxing entity for 2021 of:

\$78,703,117

The breakdown of the taxable valuation of your property is enclosed.

As further required by CRS 39-5-128(1), you are hereby notified to officially certify your levy to the Board of County Commissioners no later than December 15.

CRS 39-1-111(5) requires that this office transmit a notification by December 10 of any changes to valuation made after the original certification.

PK Kaiser, MBA, MS
Arapahoe County Assessor

enc

COLUMBIA METROPOLITAN DISTRICT
Assessed Value, Property Tax and Mill Levy Information

	2020 Actual	2021 Adopted Budget	2022 Preliminary Budget
Assessed Valuation	\$ 75,528,584	\$ 76,002,539	\$ 78,703,117
Mill Levy			
General Fund	3.000	2.000	2.000
Debt Service Fund	-	-	-
Temporary Mill Levy Reduction	-	-	-
Refunds and Abatements	-	-	-
Total Mill Levy	<u>3.000</u>	<u>2.000</u>	<u>2.000</u>
Property Taxes			
General Fund	\$ 226,586	\$ 152,005	\$ 157,406
Debt Service Fund	-	-	-
Temporary Mill Levy Reduction	-	-	-
Refunds and Abatements	-	-	-
Actual/Budgeted Property Taxes	<u>\$ 226,586</u>	<u>\$ 152,005</u>	<u>\$ 157,406</u>

COLUMBIA METROPOLITAN DISTRICT

GENERAL FUND

2022 Preliminary Budget

with 2020 Actual, 2021 Adopted Budget, and 2021 Estimated

	2020 Actual	01/21-09/21 YTD Actual	2021 Adopted Budget	2021 Estimated	2022 Preliminary Budget
BEGINNING FUND BALANCE	\$ 469,329	\$ 642,863	\$ 627,912	\$ 642,863	\$ 478,250
REVENUE					
Property Taxes	226,578	151,716	152,005	152,005	157,406
Specific Ownership Taxes	16,057	6,975	12,000	9,000	9,444
Interest Income	5,277	146	6,000	200	125
Miscellaneous Income	-	4,027	-	-	-
Total Revenue	247,913	162,864	170,005	161,205	166,975
Total Funds Available	717,242	805,727	797,916	804,068	645,224
EXPENDITURES					
Administration					
Accounting	13,022	7,350	9,000	10,000	10,000
Management	7,738	15,027	15,000	23,000	19,000
Audit	14	-	-	-	-
Director's Fees	1,123	400	1,800	1,800	1,800
Election	952	-	-	-	4,000
Insurance	6,622	709	6,750	5,200	6,000
Legal	86	227	3,000	3,000	3,000
Miscellaneous Expense	1,523	1,731	1,000	2,500	2,000
Payroll Taxes	107	38	-	138	138
Treasurer's Fees	3,401	2,277	2,280	2,280	2,361
Utilities	-	10,723	22,500	18,000	18,000
Plants & Tree Replacement	10,810	-	12,000	45,000	30,000
Repair and Maintenance	-	10,240	-	28,500	10,000
Median Renovation Construction	-	25,788	25,000	30,000	-
Winter Watering	-	-	5,000	3,000	3,000
Landscape Contract	28,980	22,295	39,000	39,000	49,000
Irrigation Repairs	-	6,372	4,500	7,500	5,000
Contingency	-	-	300,000	-	300,000
New Median Streetlight	-	-	10,000	10,000	10,000
Median Lighting	-	-	125,000	96,900	-
Total Expenditures	74,379	103,177	581,830	325,818	473,299
Transfers and Other Uses					
Emergency Reserve	-	-	4,560	-	4,722
Total Expenditures Requiring Appropriation	74,379	103,177	586,390	325,818	478,021
ENDING FUND BALANCE	\$ 642,863	\$ 702,550	\$ 211,525	\$ 478,250	\$ 167,203

Columbia Metropolitan District
Variable Revenue and Expense Modeling Scenarios

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
AV 1	\$ 78,703,117	\$ 79,883,664	\$ 81,081,919	\$ 82,298,147	\$ 83,532,620	\$ 84,785,609	\$ 86,057,393	\$ 87,348,254	\$ 88,658,478	\$ 89,988,355	\$ 91,338,180
REVENUE											
0.5 Mill	\$ 39,352	\$ 39,942	\$ 40,541	\$ 41,149	\$ 41,766	\$ 42,393	\$ 43,029	\$ 43,674	\$ 44,329	\$ 44,994	\$ 45,669
1.0 Mill	\$ 78,703	\$ 79,884	\$ 81,082	\$ 82,298	\$ 83,533	\$ 84,786	\$ 86,057	\$ 87,348	\$ 88,658	\$ 89,988	\$ 91,338
2.0 Mill	\$ 157,406	\$ 159,767	\$ 162,164	\$ 164,596	\$ 167,065	\$ 169,571	\$ 172,115	\$ 174,697	\$ 177,317	\$ 179,977	\$ 182,676
3.0 Mill	\$ 236,109	\$ 239,651	\$ 243,246	\$ 246,894	\$ 250,598	\$ 254,357	\$ 258,172	\$ 262,045	\$ 265,975	\$ 269,965	\$ 274,015
EXPENSES 2	\$ 111,960	\$ 115,319	\$ 118,778	\$ 122,342	\$ 126,012	\$ 129,792	\$ 133,686	\$ 137,697	\$ 141,828	\$ 146,082	\$ 150,465
BUDGET SURPLUS 3											
2.0 Mill	\$ 45,446	\$ 47,807	\$ 50,204	\$ 52,636	\$ 55,105	\$ 57,611	\$ 60,155	\$ 62,737	\$ 65,357	\$ 68,017	\$ 70,716
2.5 Mill	\$ 84,798	\$ 87,749	\$ 90,745	\$ 93,785	\$ 96,872	\$ 100,004	\$ 103,183	\$ 106,411	\$ 109,686	\$ 113,011	\$ 116,385
3.0 Mill	\$ 124,149	\$ 127,691	\$ 131,286	\$ 134,934	\$ 138,638	\$ 142,397	\$ 146,212	\$ 150,085	\$ 154,015	\$ 158,005	\$ 162,055
REMAINING BALANCE 3											
2.0 Mill	\$ 523,696	\$ 571,504	\$ 621,707	\$ 674,344	\$ 729,449	\$ 787,060	\$ 847,215	\$ 909,951	\$ 975,308	\$ 1,043,325	\$ 1,114,042
2.5 Mill	\$ 563,048	\$ 650,797	\$ 741,542	\$ 835,327	\$ 932,199	\$ 1,032,203	\$ 1,135,386	\$ 1,241,797	\$ 1,351,483	\$ 1,464,494	\$ 1,580,879
3.0 Mill	\$ 602,399	\$ 730,090	\$ 861,376	\$ 996,311	\$ 1,134,948	\$ 1,277,345	\$ 1,423,557	\$ 1,573,642	\$ 1,727,658	\$ 1,885,663	\$ 2,047,717

Factors

- 1 Growth assumed to be 1.5%
- 2 Growth assumed to be 3.0%
- 3 Includes Contingency

RESOLUTION NO. 2021 - 11 - __
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE COLUMBIA METROPOLITAN DISTRICT
TO ADOPT THE 2022 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Columbia Metropolitan District (“District”) has appointed the District Accountant to prepare and submit a proposed 2022 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2021, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 22, 2021, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

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

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

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

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

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

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Columbia Metropolitan District for the 2022 fiscal year.
2. That the budget, as hereby approved and adopted, shall be certified by an officer of the District to all appropriate agencies and is made a part of the public records of the District.

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

ADOPTED this 22nd day of November, 2021.

Secretary

(SEAL)

EXHIBIT A
(Budget)

I, Marion Ladd, hereby certify that I am the duly appointed Secretary of the Columbia Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2022, duly adopted at a meeting of the Board of Directors of the Columbia Metropolitan District held on November 22, 2021.

By: _____
Secretary

RESOLUTION NO. 2021 - 11 - __
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE COLUMBIA METROPOLITAN DISTRICT
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Columbia Metropolitan District (“District”) has adopted the 2022 annual budget in accordance with the Local Government Budget Law on November 22, 2021; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2022 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

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

WHEREAS, the amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget; and

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

1. That for the purposes of meeting all general fund expenses of the District during the 2022 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

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

ADOPTED this 22nd day of November, 2021.

Secretary

(SEAL)

EXHIBIT A
(Certification of Tax Levies)

RESOLUTION NO. 2021-11-____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
COLUMBIA METROPOLITAN DISTRICT
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 3, 2022**

A. The terms of the offices of Directors Robert Haddad, Jr. and Carla Ladd shall expire upon the election of their successors at the regular election, to be held on May 3, 2022 (“**Election**”), and upon such successors taking office.

B. The terms of the offices to which Directors Sheryl Overton and Rod Johnson have previously been appointed expire upon their re-election, or the election of their successors at the Election, and upon such successors taking office.

C. In accordance with the provisions of the Special District Act (“**Act**”) and the Uniform Election Code (“**Code**”), the Election must be conducted to elect two (2) Directors to serve until the next regular election, to occur May 2, 2023, and two (2) Directors to serve until the second regular election, to occur May 6, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Columbia Metropolitan District (the “**District**”) of the County of Arapahoe, Colorado:

1. Date and Time of Election. The Election shall be held on May 3, 2022, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At that time, two (2) Directors shall be elected to serve until the next regular election, to occur May 2, 2023, and two (2) Directors shall be elected to serve until the second regular election, to occur May 6, 2025.

2. Precinct. The District shall consist of one (1) election precinct for the convenience of the eligible electors of the District.

3. Conduct of Election. The Election shall be conducted as an independent mail ballot election in accordance with all relevant provisions of the Code. The Designated Election Official shall have on file, no later than fifty-five (55) days prior to the Election, a plan for conducting the independent mail ballot Election.

4. Designated Election Official. David Solin shall be the Designated Election Official and is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Act, Code or other applicable laws. The Election shall be conducted in accordance with the Act, Code and other applicable laws. Among other matters, the Designated Election Official shall appoint election judges as necessary, arrange for the required notices of election (either by mail or publication) and printing of ballots, and direct that all other appropriate actions be accomplished.

5. Call for Nominations. The Designated Election Official shall provide Call for Nominations as required under Section 1-13.5-501, C.R.S., as applicable.

6. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with the Designated Election Official of the District, c/o: Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, between the hours of 8:00 a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 26, 2022).

7. Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from David Solin, the Designated Election Official for the District, c/o Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, (303) 987-0835.

8. Cancellation of Election. If the only matter before the electors is the election of Directors of the District and if, at 5:00 P.M. on March 1, 2022, the sixty-third day prior to the regular election, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with law.

9. Severability. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board of Director's intention that the various provisions hereof are severable.

10. Repealer. All acts, orders and resolutions, or parts thereof, of the Board of Directors which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

11. Effective Date. The provisions of this Resolution shall take effect as of the date adopted and approved by the Board of Directors of the District.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 3, 2022]**

RESOLUTION APPROVED AND ADOPTED ON NOVEMBER 22, 2021.

**COLUMBIA METROPOLITAN
DISTRICT**

By: _____
President

Attest:

Secretary



141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
303-987-0835 • Fax: 303-987-2032

MEMORANDUM

TO: Board of Directors

FROM: Christel Gemski
Executive Vice-President

DATE: August 31, 2021

RE: Notice of 2022 Rate Increase

A handwritten signature in blue ink that reads "Christel Gemski".

In accordance with the Management Agreement (“Agreement”) between the District and Special District Management Services, Inc. (“SDMS”), at the time of the annual renewal of the Agreement, the hourly rate described in Article III for management and all services shall increase by the CPI (5.28%) per hour.

We hope you will understand that it is necessary to increase our rates due to increasing gas and operating costs along with new laws and rules implemented by our legislature.