

YARROW GARDENS METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
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<https://yarrowgardensmd.colorado.gov/>

NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Stephen Myers	President	2023/May 2023
Jeffrey Seibold	Treasurer	2025/May 2025
William “Bill” Rectanus	Assistant Secretary	2023/May 2023
John “Jay” Garcia	Assistant Secretary	2025/May 2025
Vacant	Assistant Secretary	2025/May 2025

DATE: Tuesday, December 13, 2022

TIME: 2:00 P.M.

PLACE: Zoom Meeting

<https://us02web.zoom.us/j/86267550643?pwd=V3RnRGRtWkRyUIZZc1VMWTJFZjFHdz09>

Phone: 1 (719) 359-4580
Meeting ID: 862 6755 0643
Password: 987572

I. PUBLIC COMMENT

A. _____

II. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest, call to order, and confirm quorum.

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

C. Review and consider approval of Minutes from the June 14, 2022 Regular Meeting (enclosure).

- D. Acknowledge the resignation of Nathan Aragon, effective November 29, 2022 (enclosure).
-
- E. Acknowledge resignation of David Solin as District Secretary and consider appointment of Peggy Ripko as District Secretary.
-
- F. 2023 Annual Administrative Resolution. Discuss business to be conducted in 2023 and location (**virtual and/or physical**) or meetings. Consider regular meeting dates for 2023 (suggested dates are June 6, 2023 and October 10, 2023 at 3:00 p.m. via Zoom Meeting). Review and consider approval of Resolution No. 2022-11-___ Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices (enclosure).
-
- G. Discuss § 32-1-809, C.R.S., Transparency Notice reporting requirements and mode of eligible elector notification (2023 SDA Website).
-

III. FINANCIAL MATTERS

- A. Review and ratify approval of payment of claims as follows (to be distributed):

Fund	Period ending , 2022
Total	\$ _____

-
- B. Review and ratify approval of 2021 Audit and ratify authorization of execution of Representations Letter (enclosure).
-
- C. Consider engagement of Wipfli LLP for preparation of 2022 Audit, in the amount of \$_____ (to be distributed).
-
- D. Conduct Public Hearing to consider Amendment to 2022 Budget (if necessary) and consider adoption of Resolution to Amend the 2022 Budget and Appropriate Expenditures.
-

- E. Conduct Public Hearing on the proposed 2023 Budget and consider adoption of Resolution to Adopt the 2023 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 AV, draft 2023 Budget, and Resolution).
-

- F. 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.
-

- G. Review and consider approval of Cost Certification No. 5 from Independent District Engineering Services, dated March 10, 2022 for the amount of \$978,761.94 (enclosure).
-

- H. Review and consider Resolution re Acceptance of Fire Service Lines (enclosure).
-

IV. LEGAL MATTERS

- A. Ratify engagement of Erb Law, LLC as District’s general legal counsel.
-

- B. 2023 May Election Resolution. Discuss May 2, 2023 Regular Director Election and consider adoption of Resolution No. 2022-11-__ Calling a Regular Election for Directors on May 2, 2023, appointing the Designated Election Official (“DEO”), and authorizing the DEO to perform all tasks required for the conduct of mail ballot election (enclosure). Self-Nomination forms are due by February 24, 2023. Discuss the need for ballot issues and/or questions.
-

- C. Review and ratify approval of Special Warranty Deed between the District and THB Westridge LLC for Open Scape Tracts and Alley Tract C (enclosure).
-

V. COVENANTS, OPERATION, AND MAINTENANCE MATTERS

- A. Community Manager’s Report.
-

- B. Discuss and consider approval of Resolution re Adoption of District Covenant Enforcement Policy and Fine Schedule (enclosure).

- C. Review and consider approval of agreements with Landtech Landscape and Maintenance for (1) 2023 landscape maintenance services; and (2) 2022-2023 snow removal (enclosures).

- D. Ratify proposal from Landtech Landscape and Maintenance for fall aeration (enclosure).

- E. Review and consider approval of proposal from CAM Services for striping, in the amount of \$950 (enclosure).

- F. Ratify Towing Agreement between the District and Wyatts Parking Management for parking enforcement (enclosure).

- G. Discuss parking signs.

VI. OTHER BUSINESS

A. _____

VII. ADJOURNMENT: **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2022.**

Additional Enclosure:

- Notice of rate increase from Special District Management Services, Inc.

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE YARROW GARDENS METROPOLITAN DISTRICT HELD JUNE 14, 2022

A Regular Meeting of the Board of Directors of the Yarrow Metropolitan District (referred to hereafter as the “District”) was convened on Tuesday, the 14th day of June, 2022, at 2:00 p.m. This District Board Meeting was held by teleconference without any individuals (neither District Representatives nor the general public) attending in person. The meeting was open to the public by teleconference.

ATTENDANCE

Directors In Attendance Were:

Steven Myers
John “Jay” Garcia
Nathan Aragon

Following discussion, upon motion duly made by Director Myers, seconded by Director Garcia and, upon vote, unanimously carried, the absences of Directors Seibold and Rectanus were excused, with the Board appointing Director Myers as the acting President.

Also In Attendance Were:

David Solin and Peggy Ripko; Special District Management Services, Inc. (“SDMS”)

Jeffrey Erb, Esq.; Seter & Vander Wall, P.C.

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosures 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 members of the Board to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. Attorney Erb noted that Disclosure Statements have been filed for all directors. Director Garcia disclosed his employer is NT Builders LLC, an affiliate of the developer.

2022 Statement of Director Qualification: Attorney Erb discussed with the Board the 2022 Statement of Director Qualification.

RECORD OF PROCEEDINGS

**PUBLIC
COMMENTS**

None.

**ADMINISTRATIVE
MATTERS**

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

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

Minutes: The Board reviewed the Minutes of the March 8, 2022 Regular Meeting.

Following discussion, upon motion duly made by Director Myers, seconded by Director Garcia and, upon vote, unanimously carried, the Minutes from March 8, 2022 Regular Meeting were approved, as presented.

May 3, 2022 Election: Mr. Solin noted for the Board that the May 3, 2022 election was cancelled, as allowed under Colorado law, by the Designated Election Official, because there were not more candidates than positions available on the Board of Directors.

Appointment of Officers: Following discussion, upon motion duly made by Director Myers, seconded by Director Garcia and, upon vote, unanimously carried, the Board appointed the following slate of officers:

President	Stephen Myers
Treasurer	Jeff Seibold
Secretary	David Solin
Assistant Secretary	Nathan Aragon
Assistant Secretary	William "Bill" Rectanus
Assistant Secretary	John "Jay" Garcia

2022 SDA Conference: The Board entered into discussion regarding authorizing interested Board Members to attend the 2022 SDA Conference via video conference in Keystone on September 13, 14 and 15, 2022. Upon motion made, seconded and unanimously carried, the Board approved this expenditure.

**FINANCIAL
MATTERS**

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

Fund	Period ending June 14, 2022
Total	\$ 15,155.03

RECORD OF PROCEEDINGS

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

2021 Audit: Mr. Solin noted that a draft 2021 audit will be provided to the Directors and if the audit option is clean, will be filed by the statutory deadline and ratified at the December board meeting.

LEGAL MATTERS There were no legal matters for discussion.

COVENANTS, OPERATION AND MAINTENANCE MATTERS **Community Manager's Report:** Ms. Ripko discussed with the Board the Community Manager's Report. The primary issue in the community is the parking of vehicles in the fire lane.

Adoption of District Covenant Enforcement Policy and Fine Schedule: The Board deferred discussion at this time.

Engagement of a Towing Service for Parking Enforcement: The Board discussed the engagement of a towing service for parking enforcement.

Following discussion, upon motion duly made by Director Myers, seconded by Director Aragon and, upon vote, unanimously carried, the Board approved entering into a Towing Agreement with Wyatt's for towing on an on-call basis and as needed, subject to final legal review.

OTHER BUSINESS There was no other business at this time.

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

Respectfully submitted,

By: _____
Secretary for the Meeting

From: Nathan R-Aragon
To: SDMS Front Desk; mikenabhan@gmail.com
Cc: Natalie Fleming; Jeffrey Seibold (jseibold@thrivehomebuilders.com); John "Jay" Garcia (jgarcia@thrivehomebuilders.com); Stephen Myers (smyers@thrivehomebuilders.com); William Rectanus (brectanus@thrivehomebuilders.com); Peggy Ripko; Kim Stark; John W. Simmons (john@simmonswheeler.com); Karen Steggs; Alysia Padilla; jerb@erblawllc.com; Michele Barrasso
Subject: Re: Yarrow Gardens Metropolitan District
Date: Tuesday, November 29, 2022 8:51:13 AM

Hi All,

I am emailing today to tender my resignation from the Yarrow Gardens Metro District Board of Directors, effective immediately. My family has outgrown our townhouse and we are moving to a home with more space.

If you are looking to identify a new board member from the community, I highly recommend Mike Nabhan. He is an individual who cares a lot about keeping the community in good shape. He is cced on this email for you to connect.

Thanks,

**CERTIFIED COPY OF ANNUAL ADMINISTRATIVE RESOLUTION OF
YARROW GARDENS METROPOLITAN DISTRICT (2023)**

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

At a regular meeting of the Board of Directors of the Yarrow Gardens Metropolitan District, City and County of Douglas, Colorado, held at 2:00 p.m., on Tuesday, December 13, 2022, via video/teleconferencing platform, there were present:

President, May 2023	Stephen Myers
Treasurer, May 2025	Jeffrey Seibold
Asst. Secretary, May 2025	Jay Garcia
Asst. Secretary, May 2023	William Rectanus
Asst. Secretary, May 2025	VACANT

Also present were, Jeffrey E. Erb, Erb Law, LLC; and Peggy Ripko, SDMS.

When the following proceedings were had and done, to wit:

It was moved by Director _____ to adopt the following Resolution and ratify actions taken in connection herewith:

A. The Yarrow Gardens Metropolitan District (the “**District**”) was organized as a special district pursuant to an Order of the District Court in and for Douglas County and is located within Douglas County, Colorado; and

B. The Board of Directors of the District has a duty to perform certain obligations in order to ensure the efficient operation of the District; and

C. The directors may receive compensation for their services subject to the limitations imposed by § 32-1-902(3)(a)(I) and (II), C.R.S.; and

D. Section 32-1-103(15), C.R.S., requires the Board of Directors to publish certain legal notices in a newspaper of general circulation in the District; and

E. Section 24-6-402, C.R.S., specifies the duty of the Board of Directors at its first regular meeting of the calendar year to designate a public posting place within the boundaries of the District for notices of meetings, in addition to any other means of notice; and

F. Section 32-1-903, C.R.S., states that the Board shall meet regularly at a time and in a location to be designated by the Board; and special meetings shall be held as often as the needs to the special district require, and such meetings may be held (A) (1) telephonically; (2) electronically; or (3) by other means not including physical presence but must provide a method for members of the public to attend the meeting; or (B) at a physical location within the boundaries of the District or which are within the boundaries of any county in which the District

is located, or, in any county so long as the meeting location does not exceed twenty miles from the District boundaries, unless an appropriate resolution to hold the meeting in another location is adopted by the Board and notice appears on the meeting agenda; and

G. Section 32-1-903(2), C.R.S., requires that notice of the time and place designated for all regular and special meetings shall be in accordance with § 24-6-402(2)(c), C.R.S., on a website or other online presence of the District which complies with the statutory criteria, or on a physical posting location as designated by the Board and within the limits of the Special District at least 24 hours prior to said meeting; and

H. Section § 32-1-1001(2)(a), C.R.S., requires that a district may fix or increase fees, rates, tolls, penalties, or charges for domestic water or sanitary sewer services only after consideration of the action at a public meeting held at least thirty days after providing notice stating that the action is being considered and stating the date, time, and place of the meeting at which the action is being considered; and

I. In accordance with the Colorado Governmental Immunity Act, the Board is given authority to obtain insurance against liability for injuries for which the District may be liable under the Governmental Immunity Act, and to provide for defense and payment of judgements or settlements against public employees, pursuant to §§ 24-10-110 and 24-10-115, C.R.S.; and

J. Sections 32-1-901(2) and 32-1-902(2), C.R.S., requires the District to obtain an individual, schedule or blanket surety bond in an amount of no less than \$1,000 per director and \$5,000 for the Board Treasurer, and to file such bond with the District Court and the Division of Local Government; and

K. Section 32-1-104.8, C.R.S., requires the District to record a special district public disclosure document and a map of the boundaries of the District with the County Clerk and Recorder of each county in which the District is located by December 31, 2014, and at any time thereafter that an order confirming the inclusion of property into the District is recorded; and

L. Section 32-1-306, C.R.S. requires the District to file a current, accurate map of its boundaries with the Division of Local Government and the Douglas County Clerk and Recorder and the County Assessor on or before January 1 of each year; and

M. Section 32-1-104(2), C.R.S., requires the District, on or before January 15, to file a copy of the notice required by § 32-1-809, C.R.S. with the Board of County Commissioners, Assessor, Treasurer, Clerk and Recorder, the governing body of any municipality in which the District is located, and the Division of Local Government; and

N. Section 32-1-809, C.R.S., requires that on or before January 15 of each year the District will provide a notice to the eligible electors of the District containing the information required by § 32-1-809(1), C.R.S. in the manner set forth in § 32-1-809(2), C.R.S.; and

O. The Local Government Budget Law of Colorado, §§ 29-1-101, et seq., C.R.S., requires the Board to hold a public hearing on proposed budgets and amendments thereto, to adopt budgets, and to file copies of the budgets and amendments thereto; and

P. In accordance with the Public Securities Information Reporting Act, §§ 11-58-101, et seq., C.R.S., issuers of non-rated public securities must file an annual report with the Department of Local Affairs; and

Q. In accordance with § 29-1-604(1), C.R.S., if expenditures and revenues of the District are not in excess of \$100,000, the District may file an exemption from audit with the State auditor; or, in accordance with § 29-1-604(2), C.R.S., if expenditures and revenues of the District are at least \$100,000 but not more than \$750,000 the District may, with the approval of the State Auditor, file an exemption from audit with the State Auditor, or in accordance with § 29-1-603, C.R.S., the governing body of the District shall cause to be made an annual audit of the financial statements for each fiscal year; and

R. The Unclaimed Property Act, §§ 38-13-101, et seq., C.R.S., requires that governmental subdivisions, if applicable, file an annual report listing unclaimed property with the State Treasurer; and

S. Elections may be held pursuant to the Special District Act, the Uniform Election Code of 1992, and the Colorado Local Government Election Code for the purpose of (1) electing members of the District's Board of Directors; (2) to present certain ballot issues to the eligible electors of the District as required by Article X, § 20 of the Colorado Constitution; and (3) to present certain ballot questions to the eligible electors of the District; and

T. Section 1-1-111, C.R.S., states that all powers and authority granted to the governing body of a political subdivision to call and conduct an election may be exercised by the appointed Designated Election Official; and

U. Sections 1-11-103 and 32-1-104(1), C.R.S., require the District to notify the Division of Local Government of the results of any elections held by the District, including the name and address of all members and officers of the board of directors, and a business address, telephone number and name of the contact person for the District; and

V. Section 32-1-1101.5, C.R.S., requires the District to certify results of any election to incur general obligation indebtedness to the board of county commissioners of each county in which the special district is located or to the governing body of the municipality that has adopted a resolution of approval of the District; and

W. Section 32-1-1604, C.R.S., requires within 30 days of incurring or authorizing general obligation debt that the District record a notice of such debt with the County Clerk and Recorder, on a form prescribed by the Division of Local Government; and

X. In accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S., either the board of county commissioners of each county in which the special district is located, or the governing body of the municipality that has adopted a resolution of approval of the District, may require the District to file an application for quinquennial finding of reasonable diligence; and

Y. Special district directors are governed by §§ 32-1-902(3) and 32-1-902(4), C.R.S., which requires such director to disqualify himself or herself from voting on an issue in which he or she has a conflict of interest unless the director has properly disclosed such conflict in

compliance with law, and by the provisions of the Colorado Code of Ethics, §§ 24-18-101, *et seq.*, C.R.S., which provide rules of conduct concerning public officials and their fiduciary duties; and

Z. Section 32-1-902, C.R.S., requires the Board to elect officers, including a Chair of the Board and President of the District, a Treasurer of the Board and District, and a Secretary, who may be a member of the Board; and

AA. The Board of Directors desires to appoint legal counsel for the District to provide legal services and to assist with the operation of the District; and

BB. The Board of Directors desires to appoint an accountant for the District to provide financial services and to assist with the financial operations of the District, and who shall also be designated as the budget officer required to prepare and submit to the Board a proposed District budget by October 15, pursuant to §§ 29-1-104 and 29-1-105 C.R.S.; and

CC. The Board of Directors desires to appoint a District Manager to provide management services in connection with the purposes for which the District was organized; and

DD. Pursuant to §§ 24-71.3-101, *et seq.*, C.R.S., The Uniform Electronic Transaction Act, parties may agree to conduct transactions by electronic means relating to business, commercial and governmental affairs, and that for all documents covered by the Act, if a law requires a record to be in writing, an electronic record satisfies the law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF YARROW GARDENS METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO AS FOLLOWS:

1. The Board of Directors of the District determines that each director shall not receive compensation for services as director.

2. The Board designates the *Jeffco Transcript* as the newspaper of general circulation within the boundaries of the District, or in the vicinity of the District if none is circulated within the District, and directs that all legal notices shall be published in accordance with applicable statutes.

3. The Board designates the District website; <https://yarrowgardensmd.colorado.gov/> at least 24 hours prior to the meetings. The Board designates the northeast corner of the District, which is within the boundaries of the District, as the physical 24-hour posting place for meeting notices, pursuant to § 32-1-903(2) and § 24-6-402(2)(c), C.R.S.

4. The Board determines to hold regular meetings at 2:00 p.m. on the second Tuesday of March, June and December at 1875 Lawrence Street, Suite 900, Denver, Colorado or via telecommunication platform, depending on the Boards discretion.

5. The Board directs legal counsel to obtain and maintain insurance for the District, to insure the Directors acting within the scope of employment by the Board against all or any part of such liability for an injury; to insure against the expense of defending a claim for injury

against the District or its Board. Additionally, the Board directs legal counsel, to obtain bonds or equivalent insurance coverage as required by §§ 32-1-901(2) and 32-1-902(2), C.R.S., in an amount of no less than \$1,000 per director and \$5,000 for the Board Treasurer, and to file the bond or certificate of insurance with the District Court and the Division of Local Government.

6. The Board designates Peggy Ripko as the District's "Primary Representative" and designates Alysia Padilla as the District's "Alternate Representative" to the SDA Insurance Pool so that District insurance coverage may be timely renewed annually and updated as necessary.

7. The Board directs legal counsel to update the Special District Public Disclosure Document and map with Douglas County Clerk and Recorder after the initial filing deadline of December 31, 2014, if the District includes additional property and records an Order of Inclusion with the County Clerk and Recorder.

8. The Board directs legal counsel to file an accurate boundary map with the Division of Local Government and the Douglas County Assessor, as may be required by statute.

9. The Board directs legal counsel to file a copy of the transparency notice as described in § 32-1-809, C.R.S. with the Douglas County Board of County Commissioners, Assessor, Treasurer, Clerk and Recorder, and the Division of Local Government.

10. The Board directs legal counsel to notify the registered electors in the District of certain specified District information by completing the Special District Transparency Notice as detailed in § 32-1-809, C.R.S. and causing it to be posted to the Special District Association website.

11. The Board designates the District's accountant to serve as the budget officer, and to submit a proposed budget to the Board by October 15th for the following year, and, in cooperation with legal counsel, to schedule a public hearing on the proposed budget; to prepare a final budget, budget resolutions and amendments to the budget, if necessary; to certify the mill levies on or before December 15; and to file the approved budgets and amendments thereto with the proper governmental entities in accordance with the Local Government Budget Law of Colorado.

12. The Board directs the accountant to prepare and file the annual public securities report for nonrated public securities issued by the District, with the Department of Local Affairs on or before March 1st.

13. The Board directs the accountant to prepare or cause to be prepared for filing with the State Auditor either an Audit Exemption and Resolution for approval of Audit Exemption for the prior fiscal year by March 31; or an audit of the financial statements by June 30; further, the Board directs that the Audit be filed with the State Auditor by July 31.

14. The Board directs legal counsel to prepare, if necessary, the Unclaimed Property Act report and forward the report to the State Treasurer by November 1.

15. The Board hereby appoints Natalie M. Fleming, Erb Law, LLC, as the "Designated Election Official" of the District for any elections to be held during 2023 and any

subsequent year. The Board hereby grants all powers and authority for the proper conduct of the election to the Designated Election Official, including but not limited to appointing election judges, appointing a canvass board and cancellation, if applicable, of the election.

16. The District directs the Designated Election Official to notify the Division of Local Government of the results of any elections held by the District, including the name and address of all members and officers of the board of directors.

17. The District directs the Designated Election Official to certify results of any election to incur general obligation indebtedness to the Douglas County Commissioners.

18. Whenever the District authorizes or incurs general obligation debt, the Board directs the Designated Election Official or legal counsel to record a notice of such debt with the Douglas County Clerk and Recorder, within 30 days of authorizing or incurring the debt, on a form prescribed by the Division of Local Government.

19. The Board directs legal counsel to prepare and file with the Board of County Commissioners of each County in which the special district is located, or to the governing body of the municipality that has adopted a resolution of approval of the District, if requested, the quinquennial finding of reasonable diligence in accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S.

20. The Board directs legal counsel to prepare and file the special district annual report with the Douglas County, the Division of Local Government, the State Auditor and shall further deposit a copy of such report with the County Clerk and Recorder per § 32-1-207(3)(c), C.R.S.

21. The District hereby directs each present and future member of the Board to execute an Affidavit of Qualification of Director, to be retained in the District's files.

22. The District hereby elects the following officers for the District:

President/Chair of the Board – Stephen Myers

Vice President – Jay Garcia

Secretary/Treasurer – Jeffrey Seibold

Asst. Secretary – William Rectanus

23. The Board directs legal counsel to file conflict of interest disclosures provided by Board members with the Secretary of State. In addition, written disclosures provided by Board members required to be filed with the governing body in accordance with § 18-8-308, C.R.S. shall be deemed filed with the Board of Directors of the District when filed with the Secretary of State.

24. The Board extends the current resolution providing for the defense of directors and employees of the District to allow the resolution to continue in effect as written.

25. The Board extends the current disposal of personal identifying information resolution to allow the resolution to continue in effect as written.

26. The Board of Directors appoints the law firm of Erb Law, LLC as legal counsel for the District.

27. The Board of Directors appoints Simmons & Wheeler, P.C. to serve as the District's accountant and to provide accounting services for the District.

28. The Board of Directors appoints Special District Management Services, Inc. to serve as the District's management and to provide management services for the District.

29. The Board authorizes its consultants to conduct transactions by electronic means to the extent allowed by the Uniform Electronic Transactions Act.

Wherefore, the motion was seconded by Director _____, and upon vote, unanimously carried. The Chair declared the motion carried and so ordered.

ADOPTED AND APPROVED THIS 13TH DAY OF DECEMBER 2022.

YARROW GARDENS METROPOLITAN
DISTRICT

Name: _____
President, Board of Directors

ATTEST

Name: _____
Secretary/Assistant Secretary, Board of Directors

DRAFT

CERTIFICATION

I, _____, Secretary/Asst. Secretary of the Board of Directors of the Yarrow Gardens Metropolitan District, do hereby certify that the attached and foregoing Resolution is a true and correct copy of the proceedings of the Board of said District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the District, at Douglas County, Colorado, this 13th day of December, 2022.

By: _____
Secretary / Asst. Secretary

[S E A L]

DRAFT

YARROW GARDENS METROPOLITAN DISTRICT

Financial Statements

Year Ended December 31, 2021

with

Independent Auditor's Report

C O N T E N T S

	<u>Page</u>
<u>Independent Auditor's Report</u>	I
 <u>Basic Financial Statements</u>	
Balance Sheet/Statement of Net Position - Governmental Funds	1
Statement of Revenues, Expenditures and Changes in Fund Balances/Statement of Activities - Governmental Funds	2
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund	3
Notes to Financial Statements	4
 <u>Supplemental Information</u>	
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual – Debt Service Fund	17
Summary of Assessed Valuation, Mill Levy and Property Taxes Collected	18

Board of Directors
Yarrow Gardens Metropolitan District
Jefferson County, Colorado

Independent Auditor's Report

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Yarrow Gardens Metropolitan District (the "District"), as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Yarrow Gardens Metropolitan District as of December 31, 2021, and the respective changes in financial position and the respective budgetary comparison for the general fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP), and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control—related matters that we identified during the audit.

Other Matters

Required Supplemental Information

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinions on the basic financial statements are not affected by this missing information.

Supplemental Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The supplemental information as listed in the table of contents is presented for the purposes of legal compliance and additional analysis and is not a required part of the basic financial statements. The supplemental information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, such information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Wipfli LLP

Wipfli LLP
Lakewood, Colorado

September 29, 2022

Yarrow Gardens Metropolitan District

BALANCE SHEET/STATEMENT OF NET POSITION GOVERNMENTAL FUNDS December 31, 2021

	<u>General</u>	<u>Debt Service</u>	<u>Total</u>	<u>Adjustments</u>	<u>Statement of Net Position</u>
ASSETS					
Cash and investments	\$ 79,704	\$ -	\$ 79,704	\$ -	\$ 79,704
Cash and investments - restricted	4,144	367,622	371,766	-	371,766
Receivable - County Treasurer	477	502	979	-	979
Property taxes receivable	129,101	135,964	265,065	-	265,065
Prepaid expenses	-	6,000	6,000	-	6,000
Capital assets not being depreciated	-	-	-	2,688,447	2,688,447
Total Assets	<u>\$ 213,426</u>	<u>\$ 510,088</u>	<u>\$ 723,514</u>	<u>2,688,447</u>	<u>3,411,961</u>
LIABILITIES					
Accounts payable	\$ 3,323	\$ -	\$ 3,323	-	3,323
Accrued interest	-	-	-	88,130	88,130
Long-term liabilities:					
Due in more than one year	-	-	-	3,644,127	3,644,127
Total Liabilities	<u>3,323</u>	<u>-</u>	<u>3,323</u>	<u>3,732,257</u>	<u>3,735,580</u>
DEFERRED INFLOWS OF RESOURCES					
Deferred property taxes	129,101	135,964	265,065	-	265,065
Total Deferred Inflows of Resources	<u>129,101</u>	<u>135,964</u>	<u>265,065</u>	<u>-</u>	<u>265,065</u>
FUND BALANCES/NET POSITION					
Fund Balances:					
Restricted:					
Emergencies	4,144	-	4,144	(4,144)	-
Debt service	-	374,124	374,124	(374,124)	-
Unassigned	76,858	-	76,858	(76,858)	-
Total Fund Balances	<u>81,002</u>	<u>374,124</u>	<u>455,126</u>	<u>(455,126)</u>	<u>-</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 213,426</u>	<u>\$ 510,088</u>	<u>\$ 723,514</u>		
Net Position:					
Restricted for:					
Emergencies				4,144	4,144
Debt service				285,994	285,994
Unrestricted				(878,822)	(878,822)
Total Net Position				<u>\$ (588,684)</u>	<u>\$ (588,684)</u>

The notes to the financial statements are an integral part of these statements.

Yarrow Gardens Metropolitan District

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES/STATEMENT OF ACTIVITIES GOVERNMENTAL FUNDS For the Year Ended December 31, 2021

	<u>General</u>	<u>Debt Service</u>	<u>Total</u>	<u>Adjustments</u>	<u>Statement of Activities</u>
EXPENDITURES					
Accounting and audit	\$ 9,403	\$ -	\$ 9,403	\$ -	\$ 9,403
Insurance	2,909	-	2,909	-	2,909
Legal	8,218	-	8,218	-	8,218
Landscape Maintenance	9,824	-	9,824	-	9,824
Landscape Enhancements	750	-	750	-	750
Snow removal	5,473	-	5,473	-	5,473
Winter watering/irrigation	800	-	800	-	800
Irrigation repairs	654	-	654	-	654
Management fees	7,753	-	7,753	-	7,753
Miscellaneous expenses	25	-	25	-	25
County collection fee	1,498	1,578	3,076	-	3,076
Bond interest expense	-	129,250	129,250	27,755	157,005
Trustee fees	-	6,000	6,000	-	6,000
Interest on developer advances	-	-	-	67,248	67,248
Total Expenditures	<u>47,307</u>	<u>136,828</u>	<u>184,135</u>	<u>95,003</u>	<u>279,138</u>
GENERAL REVENUES					
Property taxes	99,879	105,187	205,066	-	205,066
Specific ownership taxes	7,645	8,052	15,697	-	15,697
Interest income	25	128	153	-	153
Miscellaneous income	9,427	-	9,427	-	9,427
Total General Revenues	<u>116,976</u>	<u>113,367</u>	<u>230,343</u>	<u>-</u>	<u>230,343</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					
	69,669	(23,461)	46,208	(95,003)	(48,795)
OTHER FINANCING SOURCES					
Developer advances	11,333	-	11,333	(11,333)	-
Total Other Financing Sources	<u>11,333</u>	<u>-</u>	<u>11,333</u>	<u>(11,333)</u>	<u>-</u>
NET CHANGES IN FUND BALANCES					
	81,002	(23,461)	57,541	(57,541)	
CHANGE IN NET POSITION					
				(48,795)	(48,795)
FUND BALANCES/NET POSITION:					
BEGINNING OF YEAR	-	397,585	397,585	(937,474)	(539,889)
END OF YEAR	<u>\$ 81,002</u>	<u>\$ 374,124</u>	<u>\$ 455,126</u>	<u>\$ (1,043,810)</u>	<u>\$ (588,684)</u>

The notes to the financial statements are an integral part of these statements.

Yarrow Gardens Metropolitan District

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND

For the Year Ended December 31, 2021

	Original & Final <u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
REVENUES			
Property taxes	\$ 99,927	\$ 99,879	\$ (48)
Specific ownership taxes	6,995	7,645	650
Interest income	-	25	25
Miscellaneous income	-	9,427	9,427
Total Revenues	<u>106,922</u>	<u>116,976</u>	<u>10,054</u>
EXPENDITURES			
Accounting and audit	10,000	9,403	597
Insurance	7,500	2,909	4,591
District and community management	34,400	7,753	26,647
Miscellaneous	1,500	25	1,475
Website review/updates	1,000	-	1,000
County collection fee	1,499	1,498	1
Legal	16,000	8,218	7,782
Landscape Maintenance	25,000	9,824	15,176
Irrigation repairs	2,500	654	1,846
Tree care	2,500	-	2,500
Snow removal	25,000	5,473	19,527
Landscape enhancement	2,500	750	1,750
Irrigation/water	10,000	-	10,000
Electric	350	-	350
Winter watering	2,500	800	1,700
Mailbox-Cluster box	2,500	-	2,500
Graffiti removal	2,500	-	2,500
Detention ponds	1,500	-	1,500
Entrance monuments	1,500	-	1,500
Contingency	10,000	-	10,000
Emergency reserve	3,208	-	3,208
Total Expenditures	<u>163,457</u>	<u>47,307</u>	<u>116,150</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(56,535)	69,669	126,204
OTHER FINANCING SOURCES			
Developer advances	56,535	11,333	(45,202)
Total Other Financing Sources	<u>56,535</u>	<u>11,333</u>	<u>(45,202)</u>
NET CHANGE IN FUND BALANCE	-	81,002	81,002
FUND BALANCE:			
BEGINNING OF YEAR	-	-	-
END OF YEAR	<u>\$ -</u>	<u>\$ 81,002</u>	<u>\$ 81,002</u>

The notes to the financial statements are an integral part of these statements.

YARROW GARDENS METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2021

Note 1: Summary of Significant Accounting Policies

The accounting policies of the Yarrow Gardens Metropolitan District (“District”), located in the Jefferson County, Colorado, conform to the accounting principles generally accepted in the United States of America (“GAAP”) as applicable to governmental units. The Governmental Accounting Standards Board (“GASB”) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the more significant policies consistently applied in the preparation of financial statements.

Definition of Reporting Entity

The District was organized on November 30, 2018, as a quasi-municipal organization established under the State of Colorado Special District Act. The District operates pursuant to a service plan approved by the City of Wheat Ridge (the “City”) on August 13, 2018 (the “Service Plan”). The District was established to provide for the construction and completion of a part or all of the public improvements for the use and benefit of the residents and property owners within the service area. The District is governed by an elected Board of Directors.

As required by GAAP, these financial statements present the activities of the District, which is legally separate and financially independent of other state and local governments. The District follows the GASB pronouncements which provide guidance for determining which governmental activities, organizations and functions should be included within the financial reporting entity. GASB sets forth the financial accountability of a governmental organization’s elected governing body as the basic criterion for including a possible component governmental organization in a primary government’s legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization’s governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens and fiscal dependency. The pronouncements also require including a possible component unit if it would be misleading to exclude it.

The District is not financially accountable for any other organization. The District has no component units as defined by the GASB.

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

Basis of Presentation

The accompanying financial statements are presented per GASB Statement No. 34 - Special Purpose Governments.

YARROW GARDENS METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2021

The government-wide financial statements (i.e. the governmental funds balance sheet/statement of net position and the governmental funds statement of revenues, expenditures, and changes in fund balances/statement of activities) report information on all of the governmental activities of the District. The statement of net position reports all financial and capital resources of the District. The difference between the (a) assets and deferred outflows of resources and the (b) liabilities and deferred inflows of resources of the District is reported as net position. The statement of activities demonstrates the degree to which expenditures/expenses of the governmental funds are supported by general revenues. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenues in the year for which they are collected.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The material sources of revenue subject to accrual are property taxes and interest. Expenditures, other than interest on long-term obligations, are recorded when the liability is incurred or the long-term obligation is paid.

The District reports the following major governmental funds:

General Fund - The General Fund is the general operating fund of the District. It is used to account for all financial resources not accounted for and reported in another fund.

YARROW GARDENS METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2021

Debt Service Fund – The Debt Service Fund is used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest and related costs.

Budgetary Accounting

Budgets are adopted on a non-GAAP basis for the governmental funds. In accordance with the State Budget Law of Colorado, the District's Board of Directors holds public hearings in the fall of each year to approve the budget and appropriate the funds for the ensuing year. The District's Board of Directors can modify the budget by line item within the total appropriation without notification. The appropriation can only be modified upon completion of notification and publication requirements. The budget includes each fund on its basis of accounting unless otherwise indicated. The appropriation is at the total fund expenditures level and lapses at year end.

Assets, Liabilities and Net Position

Fair Value of Financial Instruments

The District's financial instruments include cash and investments, accounts receivable and accounts payable. The District estimates that the fair value of all financial instruments at December 31, 2021, does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying balance sheet. The carrying amount of these financial instruments approximates fair value because of the short maturity of these instruments.

Deposits and Investments

The District's cash and short-term investments with maturities of three months or less from the date of acquisition are considered to be cash on hand. Investments for the government are reported at fair value.

The District follows the practice of pooling cash and investments of all funds to maximize investment earnings. Except when required by trust or other agreements, all cash is deposited to and disbursed from a minimum number of bank accounts. Cash in excess of immediate operating requirements is pooled for deposit and investment flexibility. Investment earnings are allocated periodically to the participating funds based upon each fund's average equity balance in the total cash.

Estimates

The preparation of these financial statements in conformity with GAAP requires the District's management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

YARROW GARDENS METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2021

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District has no items that qualify for reporting in this category.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District has one item that qualifies for reporting in this category. Deferred property taxes are deferred and recognized as an inflow of resources in the period that the amounts become available.

Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g. roads, bridges, sidewalks, and similar items), are reported in the applicable governmental activities columns in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the assets or materially extend the life of the asset are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related capital assets, as applicable using the straight-line method.

Depreciation on property that will remain assets of the District is reported on the Statement of Activities as a current charge. Improvements that will be conveyed to other governmental entities are classified as construction in progress and are not depreciated. Land and certain landscaping improvements are not depreciated.

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April 30 or if in equal installments, at the taxpayers' election, in February and June. Delinquent taxpayers are notified in July or August and the sales of the resultant tax liens on delinquent properties are generally held in November or December. The County Treasurer remits the taxes collected monthly to the District.

YARROW GARDENS METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2021

Property taxes, net of estimated uncollectible taxes, are recorded initially as deferred inflows in the year they are levied and measurable since they are not normally available nor are they budgeted as a resource until the subsequent year. The deferred property taxes are recorded as revenue in the subsequent year when they are available or collected.

Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities.

Fund Equity

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. Because circumstances differ among governments, not every government or every governmental fund will present all of these components. The following classifications make the nature and extent of the constraints placed on a government's fund balance more transparent:

Nonspendable Fund Balance

Nonspendable fund balance includes amounts that cannot be spent because they are either not spendable in form (such as inventory or prepaids) or are legally or contractually required to be maintained intact.

Restricted Fund Balance

The restricted fund balance includes amounts restricted for a specific purpose by external parties such as grantors, bondholders, constitutional provisions or enabling legislation.

The restricted fund balance in the General Fund represents Emergency Reserves that have been provided as required by Article X, Section 20 of the Constitution of the State of Colorado. A total of \$4,144 of the General Fund balance has been reserved in compliance with this requirement.

The restricted fund balance in the Debt Service Fund in the amount of \$374,124 is restricted for the payment of the debt service costs associated with the Series 2018A Bonds (see Note 4).

Committed Fund Balance

The portion of fund balance that can only be used for specific purposes pursuant to constraints imposed by a formal action of the government's highest level of decision-making authority, the Board of Directors. The constraint may be removed or changed only through formal action of the Board of Directors.

Assigned Fund Balance

Assigned fund balance includes amounts the District intends to use for a specific purpose. Intent can be expressed by the District's Board of Directors or by an official or body to which the Board of Directors delegates the authority.

YARROW GARDENS METROPOLITAN DISTRICT

Notes to Financial Statements
December 31, 2021

Unassigned Fund Balance

Unassigned fund balance includes amounts that are available for any purpose. Positive amounts are reported only in the General Fund and all funds can report negative amounts.

Net Position

Net Position represents the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. The District can report three categories of net position, as follows:

Net investment in capital assets – consists of net capital assets, reduced by outstanding balances of any related debt obligations and deferred inflows of resources attributable to the acquisition, construction, or improvement of those assets and increased by balances of deferred outflows of resources related to those assets.

Restricted net position – net position is considered restricted if their use is constrained to a particular purpose. Restrictions are imposed by external organizations such as federal or state laws. Restricted net position is reduced by liabilities and deferred inflows of resources related to the restricted assets.

Unrestricted net position – consists of all other net position that does not meet the definition of the above two components and is available for general use by the District.

When an expense is incurred for purposes for which both restricted and unrestricted net position are available, the District will use the most restrictive net position first.

Note 2: Cash and Investments

As of December 31, 2021, cash is classified in the accompanying financial statements as follows:

Statement of Net Position:

Cash and investments - unrestricted	\$ 79,704
Cash and investments - restricted	<u>371,766</u>
Total	\$ <u>451,470</u>

Cash and investments as of December 31, 2021, consist of the following:

Deposits with financial institutions	\$ 112,759
COLOTRUST	<u>338,711</u>
Total	\$ <u>451,470</u>

YARROW GARDENS METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2021

Deposits

Custodial Credit Risk

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. State regulators determine eligibility. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool is to be maintained by another institution or held in trust for all the uninsured public deposits as a group. The market value of the collateral must be at least equal to 102% of the aggregate uninsured deposits. The State Commissioners for banks and financial services are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

The District follows state statutes for deposits. None of the District's deposits were exposed to custodial credit risk.

Investments

Credit Risk

The District has not adopted a formal investment policy; however, the District follows state statutes regarding investments. Colorado statutes specify the types of investments meeting defined rating and risk criteria in which local governments may invest. These investments include obligations of the United States and certain U.S. Government agency entities, certain money market funds, guaranteed investment contracts, and local government investment pools.

Custodial and Concentration of Credit Risk

None of the District's investments are subject to custodial or concentration of credit risk.

Interest Rate Risk

Colorado revised statutes limit investment maturities to five years or less unless formally approved by the Board of Directors.

Investment Valuation

Certain investments are measured at fair value within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The District's investment is not required to be categorized within the fair value hierarchy. This investment's value is calculated using the net asset value method (NAV) per share.

YARROW GARDENS METROPOLITAN DISTRICT

Notes to Financial Statements
December 31, 2021

As of December 31, 2021, the District had the following investment:

COLOTRUST

The local government investment pool, Colorado Local Government Liquid Asset Trust (“COLOTRUST”), is rated AAAM by Standard & Poor’s with a weighted average maturity of under 60 days. COLOTRUST is an investment trust/joint venture established for local government entities in Colorado to pool surplus funds. The State Securities Commissioner administers and enforces all State statutes governing the Trust. COLOTRUST records its investments at fair value and the District records its investment in COLOTRUST using the net asset value method. COLOTRUST operates similarly to a money market fund with each share maintaining a value of \$1.00. The COLOTRUST offers shares in three portfolios, one of which is COLOTRUST PLUS+. COLOTRUST PLUS+ may invest in U.S. Treasuries, government agencies, the highest-rated commercial paper, certain corporate securities, certain money market funds, and certain repurchase agreements, and limits its investments to those allowed by State statutes. Purchases and redemptions are available daily at a net asset value (NAV) of \$1.00. A designated custodial bank provides safekeeping and depository services to COLOTRUST in connection with the direct investment and withdrawal function of COLOTRUST. The custodian’s internal records identify the investments owned by participating governments. There are no unfunded commitments and there is no redemption notice period. On December 31, 2021, the District had \$338,711 invested in COLOTRUST Plus+.

Note 3: Capital Assets

An analysis of the changes in capital assets for the year ended December 31, 2021, follows:

<u>Governmental Type Activities:</u>	<u>Balance 1/1/2021</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance 12/31/2021</u>
<u>Capital assets not being depreciated:</u>				
Construction in progress	\$ 2,688,447	\$ -	\$ -	\$ 2,688,447
Total capital assets not being depreciated	<u>2,688,447</u>	<u>-</u>	<u>-</u>	<u>2,688,447</u>
Government type assets, net	<u>\$ 2,688,447</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,688,447</u>

Pursuant to the Service Plan, all public improvements are to be owned and maintained by the City upon their completion and acceptance by the City.

YARROW GARDENS METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2021

Note 4: Long Term Debt

A description of the long-term obligations as of December 31, 2021, is as follows:

\$2,200,000 General Obligation (Limited Tax Convertible to Unlimited Tax Bonds, Series 2018A and \$292,000 Subordinate General Obligation Limited Tax Bonds, Series 2018B

On December 28, 2018, the District issued \$2,200,000 General Obligation (Limited Tax Convertible to Unlimited Tax Bonds, Series 2018A (“Series 2018A Bonds”) and \$292,000 Subordinate General Obligation Limited Tax Bonds, Series 2018B (“Series 2018B Bonds”), for the purpose of financing public improvements and paying the cost of issuance of the Bonds, and, with respect to the Series 2018A Bonds only, funding a surplus fund and funding capitalized interest. The Series 2018A Bonds bear interest at the rate of 5.875%, payable semiannually on each June 1 and December 1, commencing on June 1, 2019. The Series 2018B Bonds bear interest at the rate of 8.125%, payable annually on December 15, commencing on December 15, 2019, to the extent that Subordinate Pledged Revenue is available. The Series 2018A Bonds are subject to a mandatory sinking fund redemption commencing on December 1, 2024 and are subject to redemption prior to maturity, at the option of the District, as a whole or in integral multiples of \$1,000, in any order of maturity and in whole or partial maturities, commencing on December 1, 2023, upon payment of par, accrued interest, and a redemption premium that ranges between 0% and 3%.

The Series 2018A Bonds are secured by the Senior Required Mill Levy, the portion of the Specific Ownership Tax which is collected as a result of the Senior Required Mill Levy, and any other legally available moneys as determined by the District. The Series 2018A Bonds are also secured by the capitalized interest and by the Senior Surplus Fund. The Series 2018B Bonds are secured by the Subordinate Required Mill Levy, the portion of the Specific Ownership Tax which is collected as a result of the Subordinate Required Mill Levy, the amount in the Senior Surplus Fund after the termination of such fund pursuant to the Senior Indenture, and any other legally available moneys as determined by the District.

The 2018B bonds are “cash flow” bonds meaning that no regularly scheduled principal payments are due prior to the maturity date, and interest not paid will accrue and compound until there is sufficient Subordinate Pledged Revenue for payment. In the event any amounts due and owing on the 2018B Bonds remain outstanding on December 16, 2058, such amounts shall be deemed discharged and shall no longer be due and outstanding.

Events of Default as defined in the Series 2018 Bond Indentures are 1) the failure of the District to impose the Required Mill levy, or to apply the Pledged Revenue as required by the Indenture, 2) the default by the District in the performance or observance of any other of the covenants, agreements, or conditions of the Indenture or the Bond Resolution, and failure to remedy the same after notice thereof pursuant to the Indenture, and 3) the filing of a petition under the federal bankruptcy laws or other applicable laws seeking to adjust the obligations represented by the Bonds.

YARROW GARDENS METROPOLITAN DISTRICT

Notes to Financial Statements
December 31, 2021

Failure to pay the principal of or interest on the Series 2018 Bonds when due shall not, of itself, constitute an Event of Default under the Indenture. Remedies available in the Event of Default include 1) receivership, 2) suit for judgment, and 3) other suits. Acceleration of the Series 2018 Bonds is not an available remedy for an Event of Default.

The following is an analysis of changes in long-term debt for the year ended December 31, 2021:

	Balance 1/1/2021	Additions	Deletions	Balance 12/31/2021	Current Portion
General Obligation Bonds:					
Series 2018A	\$ 2,200,000	\$ -	\$ -	\$ 2,200,000	\$ -
Series 2018B	292,000	-	-	292,000	-
	<u>2,492,000</u>	-	-	<u>2,492,000</u>	-
Other:					
Developer Advance - Principal	992,889	52,839	-	1,045,728	-
Developer Advance -Interest	39,151	67,248	-	106,399	-
	<u>1,032,040</u>	<u>120,087</u>	-	<u>1,152,127</u>	-
Total	<u>\$ 3,524,040</u>	<u>\$ 120,087</u>	<u>\$ -</u>	<u>\$ 3,644,127</u>	<u>\$ -</u>

The following is a summary of the annual long-term debt principal and interest requirements for the Series 2018A Bonds.

	Principal	Interest	Total
2022	\$ -	\$ 129,250	\$ 129,250
2023	-	129,250	129,250
2024	25,000	129,250	154,250
2025	25,000	127,781	152,781
2026	30,000	126,313	156,313
2027-2031	190,000	602,775	792,775
2032-2036	300,000	534,625	834,625
2037-2041	450,000	430,050	880,050
2042-2046	655,000	274,950	929,950
2047-2048	525,000	52,287	577,287
	<u>\$ 2,200,000</u>	<u>\$ 2,536,531</u>	<u>\$ 4,736,531</u>

YARROW GARDENS METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2021

Because of the uncertainty of the timing of the principal and interest payment on the Series 2018B Bonds, no schedule of principal and interest payments is presented.

Debt Authorization

A majority of the qualified electors of the District authorized the issuance of indebtedness in the amount not to exceed \$144,000,000. Pursuant to the Service Plan, the District is permitted to issue bond indebtedness of up to \$6,000,000. As of December 31, 2021, the District had \$3,508,000 remaining authority under the Service Plan. The District did not budget to issue any additional debt for 2022.

Note 5: Other Agreements

Funding and Reimbursement Agreement

On December 7, 2018, the District entered into a Funding and Reimbursement Agreement with TH Yarrow Gardens LLC, a Colorado limited liability company (the “Developer”) (the “Funding and Reimbursement Agreement”). The Funding and Reimbursement Agreement states that the Developer will make certain advances to the District for general operations, administration and maintenance. In the Funding and Reimbursement Agreement, the District agrees to reimburse the Developer for these advances plus interest at the rate of 6.5% per annum. The Funding and Reimbursement Agreement limits the aggregate amount of loans from the Developer to the District for operations and maintenance-related costs to a maximum of \$50,000 per annum for two years, up to \$100,000, unless such amount is subsequently increased. The District’s obligation to make reimbursement payments is subject to annual appropriations of the Board. As of December 31, 2021, the outstanding balances pursuant to this agreement were principal of \$57,325 and interest of \$3,450, for a total of \$60,775.

Infrastructure Acquisition and Reimbursement Agreement

On December 7, 2018, the District entered into an Infrastructure Acquisition and Reimbursement Agreement with the Developer. The District and the Developer determined the terms and conditions under which the District may coordinate the i.) reimbursement of the Developer for Certified District Eligible Improvements, (ii) acquisition of certain Public Infrastructure that is to be owned by the District and to pay the Certified District Eligible Costs thereof and (iii) reimbursement of the Developer for Eligible Professional Service Costs. As of December 31, 2021, the outstanding balances pursuant to this agreement were principal of \$988,403 and interest of \$102,949, for a total of \$1,091,352.

Note 6: Tax, Spending and Debt Limitations

Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer Bill of Rights (“TABOR”), contains tax, spending, revenue and debt limitations which apply to the State of Colorado and all local governments.

YARROW GARDENS METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2021

Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue.

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the emergency reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases.

The District's management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year Spending limits will require judicial interpretation.

On November 6, 2018, a majority of the District's electors authorized the District to collect and spend or retain in a reserve all currently levied taxes and fees of the District without regard to any limitations under Article X, Section 20 of the Colorado Constitution.

Note 8: Risk Management

Except as provided in the Colorado Governmental Immunity Act, 24-10-101, et seq., CRS, the District may be exposed to various risks of loss related to torts, theft of, damage to, or destruction of assets; errors or omissions; injuries to agents; and natural disasters. The District has elected to participate in the Colorado Special Districts Property and Liability Pool ("Pool") which is an organization created by intergovernmental agreement to provide common liability and casualty insurance coverage to its members at a cost that is considered economically appropriate. Settled claims have not exceeded this commercial coverage in any of the past three fiscal years.

The District pays annual premiums to the Pool for auto, public officials' liability, and property and general liability coverage. In the event aggregated losses incurred by the Pool exceed its amounts recoverable from reinsurance contracts and its accumulated reserves, the District may be called upon to make additional contributions to the Pool on the basis proportionate to other members. Any excess funds which the Pool determines are not needed for purposes of the Pool may be returned to the members pursuant to a distribution formula.

Note 9: Related Party

All of the Board of Directors are employees, owners or are otherwise associated with the Developer and may have conflicts of interest in dealing with the District. Management believes that all potential conflicts, if any, have been disclosed to the Board.

YARROW GARDENS METROPOLITAN DISTRICT

Notes to Financial Statements
December 31, 2021

Note 10: Reconciliation of Government-Wide Financial Statements and Fund Financial Statements

The Government Funds Balance Sheet/Statement of Net Position includes an adjustments column. The adjustments have the following elements:

- 1) Capital improvements used in government activities are not financial resources and, therefore are not reported in the funds; and,
- 2) long-term liabilities such as bonds payable, developer advances payable and accrued interest on bonds and developer advances are not due and payable in the current period and, therefore, are not in the funds.

The Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances/Statement of Activities includes an adjustments column. The adjustments have the following elements:

- 1) Governmental funds report capital outlays as expenditures; however, in the statement of activities, the costs of those assets are held as construction in progress pending transfer to other governmental entities or depreciated over their useful lives; and
- 2) governmental funds report interest expense on the modified accrual basis; however, interest expense is reported on the full accrual method in the statement of activities.

SUPPLEMENTAL INFORMATION

Yarrow Gardens Metropolitan District

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - DEBT SERVICE FUND

For the Year Ended December 31, 2021

	Original & Final <u>Budget</u>	<u>Actual</u>	Variance Favorable <u>(Unfavorable)</u>
REVENUES			
Property taxes	\$ 105,238	\$ 105,187	\$ (51)
Specific ownership taxes	7,367	8,052	685
Interest income	<u>2,500</u>	<u>128</u>	<u>(2,372)</u>
Total Revenues	<u>115,105</u>	<u>113,367</u>	<u>(1,738)</u>
EXPENDITURES			
Bond interest expense	129,250	129,250	-
Trustee fees	6,000	6,000	-
County collection fee	<u>1,579</u>	<u>1,578</u>	<u>1</u>
Total Expenditures	<u>136,829</u>	<u>136,828</u>	<u>1</u>
NET CHANGE IN FUND BALANCE	(21,724)	(23,461)	(1,737)
FUND BALANCE:			
BEGINNING OF YEAR	<u>398,227</u>	<u>397,585</u>	<u>(642)</u>
END OF YEAR	<u>\$ 376,503</u>	<u>\$ 374,124</u>	<u>\$ (2,379)</u>

The notes to the financial statements are an integral part of these statements.

Yarrow Gardens Metropolitan District

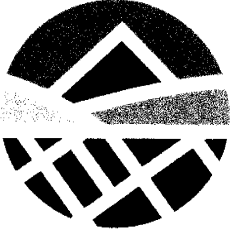
SUMMARY OF ASSESSED VALUATION, MILL LEVY AND PROPERTY TAXES COLLECTED

December 31, 2021

<u>Year Ended</u> <u>December 31,</u>	Prior Year Assessed Valuation for Current Year Properly Tax Levy	<u>Mills Levied</u>		<u>Total Property Tax</u>		Percent Collected to Levied
		<u>General</u> <u>Fund</u>	<u>Debt</u> <u>Service</u>	<u>Levied</u>	<u>Collected</u>	
2019	\$ 116,745	8.000	60.000	\$ 7,939	\$ 7,939	100.00%
2020	\$ 814,803	8.000	60.000	\$ 55,407	\$ 55,406	100.00%
2021	\$ 1,753,964	56.975	60.000	\$ 205,170	\$ 205,066	99.95%
Estimated for year ending December 31,						
2022	\$ 2,266,059	56.972	60.000	\$ 265,065		

NOTE

Property taxes collected in any one year include collection of delinquent property taxes levied and/or abatements or valuations in prior years. Information received from the County Treasurer does not permit identification of specific year assessment.



SCOT KERSGAARD

Assessor

OFFICE OF THE ASSESSOR
100 Jefferson County Parkway
Golden, CO 80419-2500
Phone: 303-271-8600
Fax: 303-271-8616

Website: <http://assessor.jeffco.us>
E-mail Address: assessor@jeffco.us

August 25, 2022

YARROW GARDENS METRO
SPECIAL DISTRICT MANAGEMENT
SERVICES INC
141 UNION BLVD 150
LAKEWOOD CO 80228

Code # 4998

CERTIFICATION OF VALUATION

The Jefferson County Assessor reports a taxable assessed valuation for your taxing entity for 2022 of:

\$2,652,752

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.

SCOT KERSGAARD
Jefferson County Assessor

enc

CERTIFICATION OF VALUATION BY JEFFERSON COUNTY ASSESSOR

New Tax Entity YES NO

Date: August 25, 2022

NAME OF TAX ENTITY: YARROW GARDENS METRO

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 2022:

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	2,266,059
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	2,652,7524
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	2,652,752
5. NEW CONSTRUCTION: *	5.	\$	873,988
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.): Φ	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.

Φ 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
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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 2022:

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	36,492,800
ADDITIONS TO TAXABLE REAL PROPERTY			
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	12,575,381
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 mincs.

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.	\$	36,631,241
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IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **		\$	0
--	--	----	---

** 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.

Certifications will only be accepted via e-mail:

MillLevyCertify@jeffco.us

TO ALL TAXING JURISDICTIONS:

Pursuant to section 39-5-128, you are hereby notified that, as the clerk of a municipality or secretary of a special district, you must officially certify your agency's 2023 mill levy with Jefferson County. To ensure your agency meets the statutory deadline of December 16th, **your agency's certification must be submitted via email to MillLevyCertify@jeffco.us on or before Friday, December 9th, 2022.** Submissions will not be accepted in-person or via postal delivery.

Please remember that prior to submitting your agency's mill levy for certification, you are required by statute to formally adopt your annual budget. The necessary forms, along with instructions as to completion, are provided by the Colorado Division of Local Government (DOLA) and can be found on their website (www.dola.state.co.us). Using these forms will expedite the process to ensure that your agency's mill levy is certified in time for the billing of property taxes in 2023 by the Jefferson County Treasurer's office. **As an added safeguard to ensure accurate mill levies are certified, resolution(s) authorizing mill levy amounts must be included with your submission.**

Each taxing authority is responsible for ensuring that the mill levy submitted for certification complies with all applicable state statutes. You are encouraged to utilize the resources made available by DOLA to gain a thorough understanding of the statutes that apply to your agency.

The statutory "5.5% Property Tax Revenue Limit," also known as the "Annual Levy Law" (Section 29-1-301, et seq., C.R.S.), applies to most statutory local governments that levy property taxes, and it restricts the amount of property tax revenue that may be collected each year. This does not apply to home-rule entities unless their charters specify this limit. The local government's limit is calculated by using the information on the Certification of Valuation (CV) sent by the County Assessor each year.

Your agency may also be subject to the provisions specified under Article X, Section 20 of the Colorado State Constitution (Taxpayer's Bill of Rights Amendment). Each agency will be mailed a worksheet prepared by DOLA that shows their calculation for the agency's "5.5% limit." For other worksheets and additional guidance, please refer to DOLA's website or contact their staff at any time for assistance.

The county is required by law to certify the mill levies for all taxing authorities located within its boundaries. We ask for your help in ensuring that your mill levy information is both accurate and timely so that we can efficiently begin compiling the mill levy information.

If your district will not levy property taxes, we ask that you notify the county in writing of this intent. Failure to submit the required information by the established statutory deadline may result in a delay in the billing of your entity's property taxes.

Please submit your mill levy certification and resolution no later than December 9th, 2022 via e-mail to MillLevyCertify@jeffco.us. To ensure reliable and timely delivery and processing of certifications, **submissions will not be accepted in-person or via postal delivery.**

Please contact the Jefferson County Assessor's Office at 303-271-8628 for valuation or district information questions, or the Strategy, Planning & Analysis Division at 303-271-8507 for submission procedure questions.

Yarrow Gardens Metropolitan District
Proposed Budget
General Fund
For the Year ended December 31, 2023

	Actual 2021	Adopted Budget 2022	Actual 6/30/2022	Estimate 2022	Proposed Budget 2023
Beginning fund balance	\$ -	\$ 60,956	\$ 81,002	\$ 81,002	\$ 134,010
Revenues:					
Property taxes	99,879	129,102	129,102	129,102	151,133
Specific ownership taxes	7,645	9,038	4,330	8,200	10,579
Developer Advance	11,333	-	-	-	-
Miscellaneous	9,452	-	581	800	500
Total revenues	<u>128,309</u>	<u>138,140</u>	<u>134,013</u>	<u>138,102</u>	<u>162,212</u>
Total funds available	<u>128,309</u>	<u>199,096</u>	<u>215,015</u>	<u>219,104</u>	<u>296,222</u>
Expenditures:					
Administration					
Community Management		14,400			14,400
District Management	7,753	15,000	11,964	16,000	15,000
Insurance	2,909	7,500	2,910	2,909	7,500
Accounting	5,403	7,000	2,619	5,000	7,000
Elections		5,000	48	48	5,000
Legal	8,218	15,000	6,536	12,000	15,000
Audit	4,000	5,000	-	5,000	5,000
Miscellaneous	25	1,500	51	200	1,500
Website Review/Updates		1,000	-		1,000
County collection fee	1,498	1,936	1,937	1,937	2,266
Total administration	<u>29,806</u>	<u>73,336</u>	<u>26,065</u>	<u>43,094</u>	<u>73,666</u>
Detention ponds	-	1,500	-	-	1,500
Landscaping					
Irrigation Repairs	654	2,500	-	-	2,500
Landscape Maintenance	9,824	25,000	3,045	7,000	25,000
Tree Care		2,500	-		2,500
Snow removal	5,473	25,000	10,157	22,000	25,000
Landscape Enhancements	750	2,500	-	-	2,500
Total Landscaping	<u>16,701</u>	<u>57,500</u>	<u>13,202</u>	<u>29,000</u>	<u>57,500</u>
Utilities					
Irrigation/Water	-	10,000	9,126	13,000	10,000
Electric- Irrigation & Lighting		350	-		350
Winter Watering/Irrigation	800	2,500	-	-	2,500
Total Utilities	<u>800</u>	<u>12,850</u>	<u>9,126</u>	<u>13,000</u>	<u>12,850</u>
Entrance monuments	-	1,500	-	-	1,500
Other maintenance & repair					
Mailbox - Cluster boxes		2,500	-		2,500
Graffiti Removal	-	2,500	-	-	2,500
	-	5,000	-	-	5,000
Contingency	-	43,265	-	-	139,355
Emergency reserve (3%)	-	4,145	-	-	4,851
Total expenditures	<u>47,307</u>	<u>199,096</u>	<u>48,393</u>	<u>85,094</u>	<u>296,222</u>
Ending fund balance	<u>\$ 81,002</u>	<u>\$ -</u>	<u>\$ 166,622</u>	<u>\$ 134,010</u>	<u>\$ -</u>
Assessed valuation		<u>\$ 2,266,059</u>			<u>\$ 2,652,752</u>
Mill Levy		<u>56.972</u>			<u>56.972</u>

Yarrow Gardens Metropolitan District
Proposed Budget
Capital Projects Fund
For the Year ended December 31, 2023

	Actual <u>2021</u>	Adopted Budget <u>2022</u>	Actual <u>6/30/2022</u>	Estimate <u>2022</u>	Proposed Budget <u>2023</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues:					
Developer advances	-	-	-	-	-
Bond proceeds	-	-	-	-	-
Interest income	-	-	-	-	-
	-----	-----	-----	-----	-----
Total revenues	-	-	-	-	-
Total funds available	-	-	-	-	-
	-----	-----	-----	-----	-----
Expenditures:					
Issuance costs	-	-	-	-	-
Capital expenditures	-	-	-	-	-
Repay developer advances	-	-	-	-	-
Transfer to Debt Service	-	-	-	-	-
	-----	-----	-----	-----	-----
Total expenditures	-	-	-	-	-
	-----	-----	-----	-----	-----
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Yarrow Gardens Metropolitan District
Proposed Budget
Debt Service Fund
For the Year ended December 31, 2023

	Actual 2021	Adopted Budget 2022	Actual 6/30/2022	Estimate 2022	Proposed Budget 2023
Beginning fund balance	\$ 397,585	\$ 374,694	\$ 374,123	\$ 374,123	\$ 381,498
Revenues:					
Property taxes	105,187	135,964	135,964	135,964	159,165
Specific ownership taxes	8,052	9,517	4,560	8,500	11,142
Transfer from Capital Project Fund	-	-	-	-	-
Interest income	128	300	470	200	300
Total revenues	<u>113,367</u>	<u>145,781</u>	<u>140,994</u>	<u>144,664</u>	<u>170,607</u>
Total funds available	<u>510,952</u>	<u>520,475</u>	<u>515,117</u>	<u>518,787</u>	<u>552,105</u>
Expenditures:					
Series 2019A Bond interest	129,250	129,250	64,625	129,250	129,250
Series 2019A Bond principal	-	-	-	-	-
Series 2019B Bond interest	-	-	-	-	-
Series 2019B Bond principal	-	-	-	-	-
Treasurer's fees	1,579	2,039	2,039	2,039	2,387
Trustee / paying agent fees	6,000	6,000	6,000	6,000	6,000
Total expenditures	<u>136,829</u>	<u>137,289</u>	<u>72,664</u>	<u>137,289</u>	<u>137,637</u>
Ending fund balance	<u>\$ 374,123</u>	<u>\$ 383,186</u>	<u>\$ 442,453</u>	<u>\$ 381,498</u>	<u>\$ 414,468</u>
Max Surplus Fund req before pmt on 2018B		<u>\$ 440,000</u>			<u>\$ 440,000</u>
Assessed valuation		<u>\$ 2,266,059</u>			<u>\$ 2,652,752</u>
Mill Levy		<u>60.000</u>			<u>60.000</u>
Total Mill Levy		<u>116.972</u>			<u>116.972</u>

CERTIFIED COPY OF RESOLUTION TO ADOPT BUDGET AND APPROPRIATE FUNDS FOR THE YARROW GARDENS METROPOLITAN DISTRICT - 2023

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The Board of Directors of the Yarrow Gardens Metropolitan District, of the County of Douglas, Colorado held a regular meeting on Tuesday, December 13, 2022, at 2:00 p.m. via telecommunication meeting platform.

The following members of the Board of Directors were in attendance:

President, May 2023	Stephen Myers
Vice President, May 2025	Jay Garcia
Secretary/Treasurer, May 2025	Jeffrey Seibold
Asst. Secretary, May 2023	William Rectanus
Asst. Secretary, May 2025	VACANT

Also in attendance were Jeffrey E. Erb, Erb Law, LLC; and Peggy Ripko, Special District Management Services, Inc.

Prior to the meeting, each of the Directors were notified of the date, time and place of this meeting and the purpose for which it was called. This meeting is a regular meeting of the Board of Directors of the District and a Notice of Regular Meeting was posted at a location within the boundaries of the District, and to the best of the Board's knowledge, remains posted to the date of the meeting. A copy of the Notice of Regular Meeting and a copy of the published Notice of Public Hearing as to Amended 2022 Budget and Proposed 2023 Budget are incorporated into these proceedings.

**NOTICE OF REGULAR MEETING
AND
NOTICE AS TO AMENDED 2022 BUDGET
AND PROPOSED 2023 BUDGET**

DRAFT

NOTICE OF REGULAR MEETING

DRAFT

**NOTICE OF PUBLIC HEARING AS TO
AMENDED 2022 BUDGET AND PROPOSED 2023 BUDGET**

NOTICE IS HEREBY GIVEN to all interested parties that the necessity has arisen to amend the Yarrow Gardens Metropolitan District 2022 Budget and that a proposed 2023 Budget has been submitted to the Board of Directors of the Yarrow Gardens Metropolitan District; and that copies of the proposed Amended 2022 Budget and 2023 Budget have been filed at the District's offices, 141 Union Boulevard, Suite 150, Lakewood, Colorado, where the same is open for public inspection; and that adoption of Resolutions Amending the 2022 Budget and Adopting the 2023 will be considered at a public meeting of the Board of Directors of the District on Monday, December 13, 2022 at 2:00 p.m. This District Board meeting will be held via Zoom Meeting and can be joined through the directions below:

<https://us02web.zoom.us/j/86267550643?pwd=V3RnRGRtWkRyUIZZc1VMWTJFZjFHdz09>

Phone Number: 1 (719) 359-4580

Meeting ID: 862 6755 0643

Passcode: 987572

Any elector within the District may, at any time prior to the final adoption of the Resolutions to Amend the 2022 Budget and adopt the 2023 Budget, inspect and file or register any objections thereto.

YARROW GARDENS METROPOLITAN
DISTRICT

By: /s/ Peggy Ripko
Secretary

Publish in: ***Jeffco Transcript***
Publish on: December 1, 2022 (one time only)

Thereupon, Director _____ introduced and moved the adoption of the following Resolution:

RESOLUTION

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET, LEVYING PROPERTY TAXES FOR COLLECTION IN THE YEAR 2023 TO HELP DEFRAY THE COSTS OF GOVERNMENT, AND APPROPRIATING SUMS OF MONEY TO EACH FUND IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN FOR THE YARROW GARDENS METROPOLITAN DISTRICT, OF DOUGLAS COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY, 2023, AND ENDING ON THE LAST DAY OF DECEMBER, 2023.

A. The Board of Directors of the Yarrow Gardens Metropolitan District has authorized its budget officer to prepare and submit a proposed budget to said governing body at the proper time; and

B. The proposed budget has been submitted to the Board of Directors of the District for its consideration; and

C. Upon due and proper notice, published in accordance with law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on December 13, 2022, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

D. The budget being adopted by the Board has been prepared based on the best information available to the Board regarding the effects of Article X, Section 20 of the Colorado Constitution; and

E. 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.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE YARROW GARDENS METROPOLITAN DISTRICT OF DOUGLAS COUNTY, COLORADO:

1. Summary of 2023 Revenues and 2023 Expenditures. That the estimated revenues and expenditures for each fund for fiscal year 2023, as more specifically set forth in the budget attached hereto, are accepted and approved.

2. Adoption of Budget. That the budget as submitted, amended and attached hereto and incorporated herein is approved and adopted as the budget of the Yarrow Gardens Metropolitan District for fiscal year 2023.

3. Levy of Property Taxes. That the foregoing budget indicated that the amount of money necessary to balance the budget for the General Fund for operating expenses from property tax revenue is \$ _____ and that the 2022 valuation for assessment, as certified by the Douglas County Assessor, is \$ _____. That for the purposes of meeting all general

operating expenses of the District (including a temporary mill levy rate reduction of 7.500 mills/\$248,178) during the 2023 budget year, there is hereby levied a tax of _____ mills upon each dollar of the total valuation of assessment of all taxable property within the District for the year 2022.

4. Levy of Debt Retirement Expenses. That the foregoing budget indicated that the amount of money necessary to balance the budget for the Debt Service Fund for debt retirement expense from property tax revenue is _____ and that the 2022 valuation for assessment, as certified by the Douglas County Assessor, is _____. That for the purposes of meeting all debt retirement expenses of the District during the 2023 budget year, there is hereby levied a tax of _____ mills upon each dollar of the total valuation of assessment of all taxable property within the District for the year 2023.

5. Certification to County Commissioners. That the Secretary of the District, is hereby authorized and directed to immediately cause to have certified to the County Commissioners of Douglas County, the mill levy for the District hereinabove determined and set forth on the Certification of Tax Levies for Non-School Governments attached hereto.

6. Appropriations. That the amounts set forth as expenditures and balances remaining, as specifically allocated in the budget attached hereto, are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated.

7. Budget Certification. That the budget shall be certified by the Secretary or Assistant Secretary of the District, and made a part of the public records of the Yarrow Gardens Metropolitan District.

The foregoing Resolution was seconded by Director _____.

APPROVED AND ADOPTED THIS 13TH DAY OF DECEMBER, 2022.

YARROW GARDENS METROPOLITAN
DISTRICT

By: _____
President, Board of Directors

ATTEST:

By: _____
Name: _____
Secretary or Assistant Secretary

DRAFT

CERTIFICATION

I, _____, hereby certify that I am a Director and the duly elected and qualified Secretary or Assistant Secretary of the Yarrow Gardens Metropolitan District, and that the foregoing constitutes a true and correct copy of the record of proceedings of the Board of Directors of said District, adopted at a meeting of the Board of Directors of the Yarrow Gardens Metropolitan District held on Tuesday, December 13, 2022, as recorded in the official record of the proceedings of the District, insofar as said proceedings relate to the budget hearing for fiscal year 2023; that said proceedings were duly had and taken; that the meeting was duly held; and that the persons were present at the meeting as therein shown.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of the District this ____ day of December, 2022.

Secretary or Assistant Secretary

[S E A L]

EXHIBIT A
BUDGET DOCUMENT
AND
BUDGET MESSAGE

DRAFT

Yarrow Gardens Metropolitan District Cost Certification Report



Report #5
March, 2020

Yarrow Gardens Cost Certification Report

Table of Contents

<i>Cost Certification.....</i>	<i>Pages 1-3</i>
<i>Attachments</i>	
<i>Site Map.....</i>	<i>Attachment A</i>
<i>Vendor Participation.....</i>	<i>Attachment B</i>
<i>Expenditure Data.....</i>	<i>Attachment C</i>
<i>Project Photos</i>	<i>Attachment D</i>

March 10, 2020

Yarrow Gardens Metropolitan District
c/o White Bear Ankele Tanaka & Waldron
Attorneys at Law
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122

YARROW GARDENS METROPOLITAN DISTRICT COST CERTIFICATION REPORT #5

INTRODUCTION

Independent District Engineering Services, LLC (Engineer) was hired by the Yarrow Gardens Metropolitan District (District) to provide Review of Expenditures paid by TH Yarrow Gardens, LLC (Developer). This is to summarize and report the expenditures for the Yarrow Gardens Development located in the City of Wheat Ridge, Colorado (Project). This Cost Certification Report (Report) summarizes the Engineer's approach and findings for the Project.

The expenditures for public improvements discussed in this Report were paid for by the Developer and are being certified as District eligible in the amount of **\$978,761.94**.

This Report generally covers the areas shown on Attachment A, which include street, parks and recreation, water, storm sewer and sanitation improvements.

GOVERNING DOCUMENTS

The following governing documents were used in recommendations for District eligible expenses:

- Service Plan for Yarrow Gardens Metropolitan District, By White Bear Ankele Tanaka & Waldron, Dated August 13, 2018.
- Infrastructure Acquisition and Reimbursement Agreement, By and Between Yarrow Gardens Metropolitan District and TH Yarrow Gardens, LLC, Dated December 7th, 2018.

It should be noted the Engineer used the above governing documents only as a general guideline for eligibility in certification of costs.

ACTIVITIES CONDUCTED

For this Report, the following activities were performed:

- Governing Documents provided by the District and the Developer were reviewed as the basis for recommendation for this Report.
- Invoices provided by the Developer were reviewed. A summary was created and is attached as Attachment C.
- A site visit was conducted. Project improvements were photographed.
- Contact was made with Developer to verify knowledge of the work or services performed.
- Some contract unit items were compared to other Projects constructed in the Denver Metropolitan Area.
- The plat was reviewed, and it appears improvements included in this Report are constructed on public property or easements.

ASSUMPTIONS

Due to the specific scope authorized for this Report, the following assumptions were made. The District should validate or cause to have validated these assumptions.

- It is assumed that geotechnical pavement designs have been performed and followed. It is assumed materials testing was performed during construction and the District has verified materials

passed all such testing.

- It is our recommendation the District and Developer agree that the Developer will be responsible for all Storm Water Management Practice (SWMP) activities until the conditions of State and Local permits are met and the District shall have no SWMP obligations for infrastructure acquired by the District or installed on District tracts, property or easements. No SWMP inspections or recommendations were conducted as part of this Report.
- It is assumed that the contractors have obtained all SWMP permitting in the name of the Developer and the District shall not have any responsibility to close-out these permits.
- It is our understanding that the District and Developer agree that all local jurisdiction acceptance will be completed by the Developer as required by the Infrastructure Acquisition Agreement. The District shall have no obligations for local jurisdiction acceptance of infrastructure acquired by the District.
- It is assumed that the District or Developer has obtained or will obtain final unconditional lien waivers from all contractors performing work or consultants providing services for the Project.
- It is assumed all work product is acceptable and copies of acceptances were or will be submitted to the appropriate jurisdictions.
- Costs presented do not represent the entire contract value, but rather the District's portion of the public capital costs paid by the Developer.
- Expenditures that did not have enough information to be verified with this Report may be verified in a future Report.
- The District has or will cause all infrastructure acceptance requirements to be met as outlined in the Service Plan; District/Developer Agreements; and Board Resolutions/Policies. This Report is one part of the overall Infrastructure Acquisition.
- This report was prepared with a specific authorized scope of work and an elaborate analysis was not performed, but rather a realistic and reasonable analysis to estimate the District eligible expenditures for bonding purposes. A more detailed analysis or submission of additional District eligible expenditures may result in adjustments to our cost certification.
- Percentages of Expenditures that pertain to both District land and private lots are based on land percentage area for the Project Area. See Attachment C for the percentages. These percentages were used for work such as Earthwork, SWMP activities, and planning activities.

DISCUSSION

This Report consists of expenditures provided between April 2019 to January 2020. The improvements reviewed are generally represented in Attachments A and C.

Vendor Participation

All contractors, consultants, and vendors (Vendors) whose invoice information was submitted, were evaluated for their participation on the Project and services performed, materials provided, or work completed. A summary of Vendor participation is included as Attachment B.

Review of Invoices and Summary of Expenditures

To provide a cost certification of District Improvements, invoices provided by the Developer were reviewed. Invoice costs were allocated as District or Non-District and a summary is included as Attachment C. Invoices provided were reviewed to determine that the work and cost value were appropriated correctly and that proof of payment was provided.

SUMMARY OF EXPENDITURES BY CATEGORY AND SERVICE PLAN DIVISION

The table below provides a summary of expenditures by category and Service Plan division. The major elements of the improvements were allocated across these specific categories.

Type of Improvement	Amount Allocated	Percent of Total
Street Improvements	\$611,799.79	62.51%
Parks & Recreation	\$173,557.51	17.73%
Water	\$65,367.55	6.68%
Sanitary/Storm Sewer	\$128,037.09	13.08%
Solid Waste Disposal	\$0.00	0.00%
Transportation	\$0.00	0.00%
Mosquito Control	\$0.00	0.00%
Safety Protection	\$0.00	0.00%
Fire Protection	\$0.00	0.00%
TV Relay & Translation	\$0.00	0.00%
Total	\$978,761.94	100.00%

FIELD INVESTIGATION RESULTS

A field investigation was conducted in January 2020. Photos were taken of the Project to memorialize the construction of infrastructure and are included in Attachment D. From our visual inspection, it appears the completed improvements were constructed in a quality manner consistent with other similar projects and meeting generally accepted construction requirements.

RECOMMENDATION

In our professional opinion the expenditures for the improvements were reviewed and found to be reasonable. The costs of improvements are comparable to other similar projects in Colorado. At this time and based on the information provided, the Engineer certifies the expenditures provided by the Developer as District eligible expenditures as shown in Attachment C and subject to the level of review presented in this Report. These expenditures are certified in the amount of **\$978,761.94**.

Should you have any questions or require further information please feel free to contact me.

Respectfully Submitted,
Independent District Engineering Services, LLC





Barrett Marrocco, P.E.

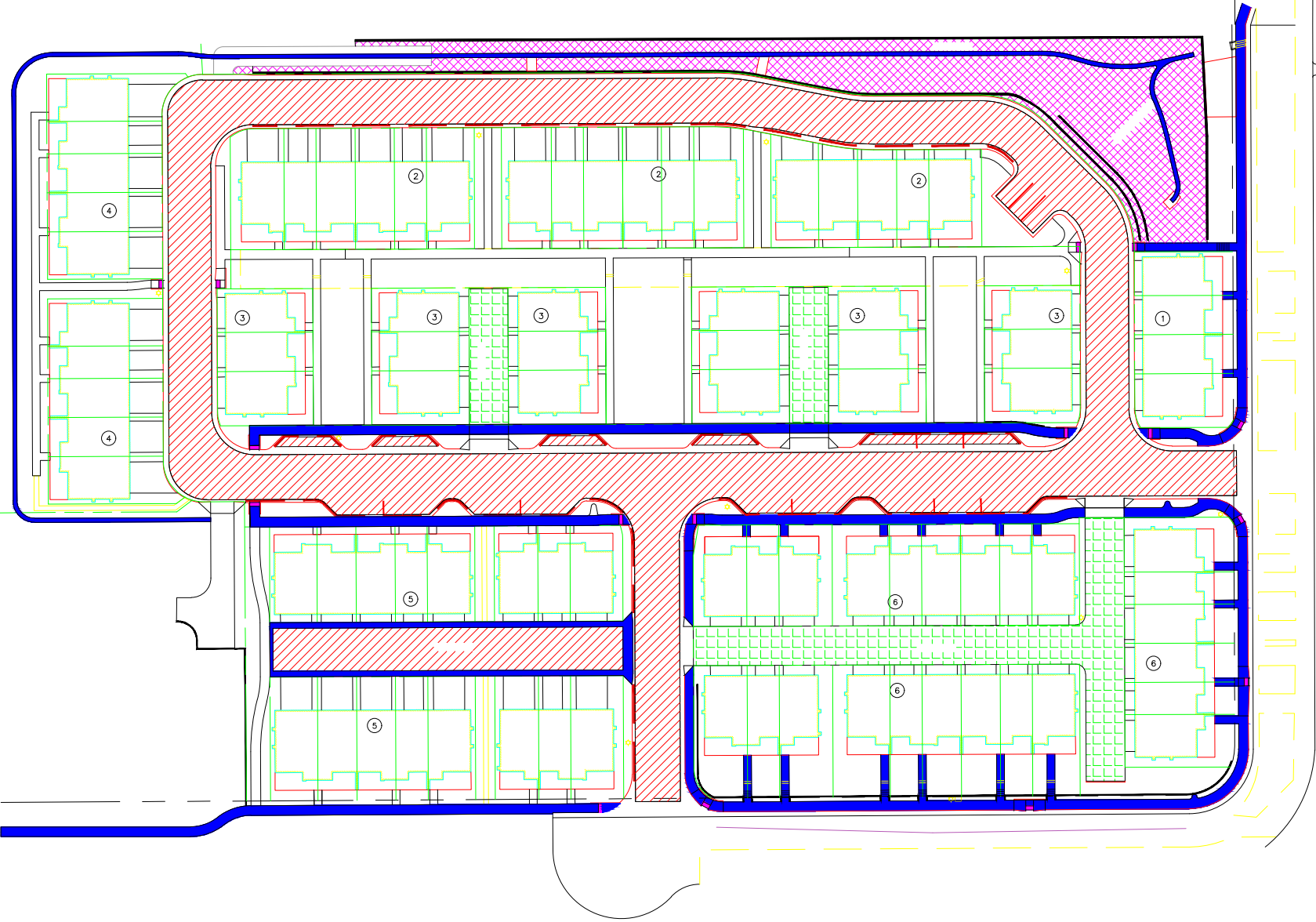
Attachments

Attachment A

Site Map

LEGEND

-  ASPHALT
-  ALLEY
-  SIDEWALK
-  TRACT A



Attachment B

Vendor Participation

Attachment B

Vendor Participation

Following is a Summary of the Contractors, Consultants and Vendor Participation in work and services for the Cost Certification.

AG Wassenaar, Inc. Served as the Geotechnical Engineer for the Yarrow Gardens Metropolitan District. All testing work done related to grading was subject to the District site percentage. All work related to streets, parks, sanitation/storm, and water was considered District Eligible. Any testing done in the lots were not considered District Eligible.

Baseline Engineering Corporation Provided surveying and design for the Yarrow Gardens District, including but not limited to plats, control points, streets, water, parks, and sanitary/storm improvements. General work, i.e. plats, survey, etc. may have been subject to the District Eligible site percentage.

Hudick Excavating (HEI). Served as the general contractor for Yarrow Gardens. HEI constructed all physical improvements on site including earthwork, utilities, streets/alleys and drainage.

Matrix Design Group, Inc. Provided site design for the Yarrow Gardens Metropolitan District, including plans and as-builts.

Pure Green Landscaping, LLC. Landscaping contractor for the public tracts in the Yarrow Gardens Metropolitan District. Installed plants, mulching, etc. in the District tracts.

Attachment C

Expenditure Data

Attachment D

Project Photos

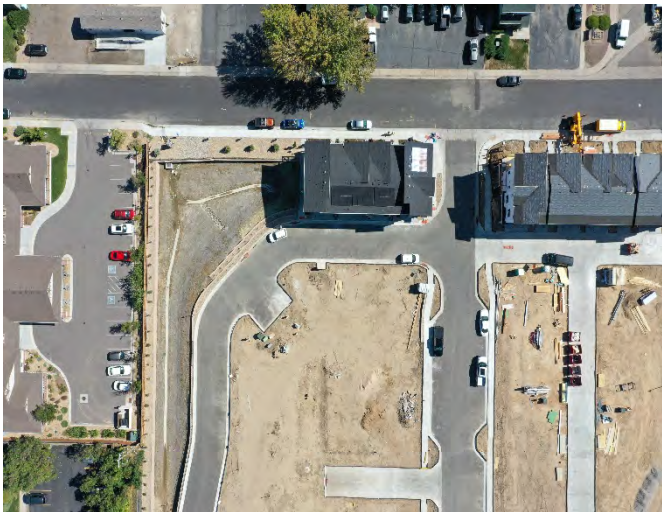
Yarrow Gardens Metropolitan District Site Photos



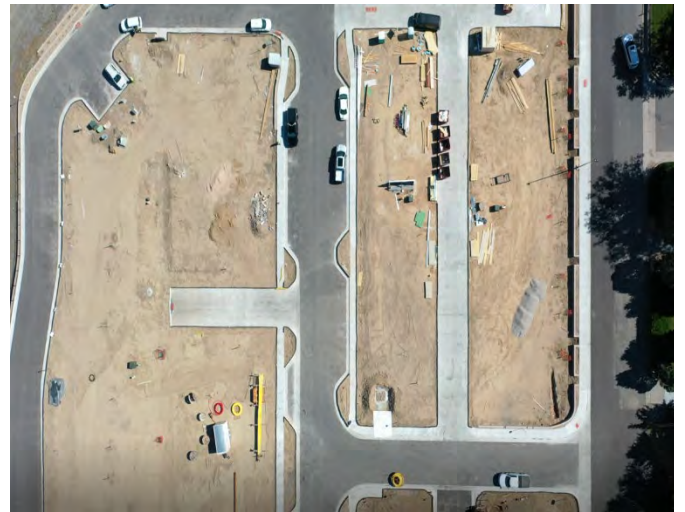
Project West Central



Project West



Project East



Project East Central



Channel Completion



Concrete Repairs

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE
YARROW GARDENS METROPOLITAN DISTRICT**

Acceptance of Fire Service Lines

A. The Yarrow Gardens Metropolitan District is a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”); and

B. The District was formed for the purpose of designing, acquiring, constructing, installing, maintaining and financing water, sanitation, street, safety protection, park and recreation, transportation, television relay and translation, limited fire protection including fire hydrants and related improvements installed as part of the water system, and mosquito control, improvements, facilities and services within and without the boundaries of the District; subject to any limitations contained in the Service Plan for the District approved by the City Council of the City of Wheat Ridge on August 13, 2018 (the “**Service Plan**”); and

C. In accordance with § 32-1-1001(1)(f), C.R.S., the District has the power to acquire real and personal property, including rights and interests in property and easements necessary to its functions or operations; and

D. Pursuant to Cost Certification No. 4 dated July 2021, the costs for 17 water lines dedicated to fire suppression systems within the District (the “**Fire Service Lines**”) were previously certified and accepted by the District; and

E. The District desires to approve the transfer of the payment responsibility for the Fire Service Lines from TH Yarrow Gardens, LLC to the District.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE YARROW GARDENS METROPOLITAN DISTRICT AS FOLLOWS:

1. The Fire Service Lines associated with the following properties are approved for transfer of payment responsibility to the District, as well as the payment of any past-due amounts owed to Wheat Ridge Water District or repayment of any amounts made by TH Yarrow Gardens, LLC for the Fire Service Lines following sale of the underlying property:

Number	Address	Wheat Ridge Water District - Account Number
1	7810 W. 43 rd Cir.	7818
2	7814 W. 43 rd Cir.	7819
3	7818 W. 43 rd Cir.	7820
4	7822 W. 43 rd Cir.	7821
5	7826 W. 43 rd Cir.	7822
6	7807 W. 43 rd Pl.	8676
7	7811 W. 43 rd Pl.	8677
8	7819 W. 43 rd Pl.	8678

Number	Address	Wheat Ridge Water District - Account Number
9	7823 W. 43 rd Pl.	8679
10	7831 W. 43 rd Pl.	8680
11	7839 W. 43 rd Pl.	8681
12	7863 W. 43 rd Pl.	8682
13	7847 W. 43 rd Pl.	8683
14	7849 W. 43 rd Pl.	8684
15	7867 W. 43 rd Pl.	8685
16	7876 W. 43 rd Cir.	8734
17	7880 W. 43 rd Cir.	8735

APPROVED AND ADOPTED THIS 13TH DAY OF DECEMBER 2022.

YARROW GARDENS METROPOLITAN
DISTRICT

President, Board of Directors

Attest:

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE
YARROW GARDENS METROPOLITAN DISTRICT**

Calling an Election – May 2, 2023

A. The Board of Director seats occupied by three directors are subject to election at the May 2, 2023 regular special district election (the “**Election**”); and

B. Two seats subject to election are for four-year terms and one seat subject to election are for two-year terms..

C. These seats are to be voted upon at the Election as required by the Special District Act, Title 32, Article 1, C.R.S. (“**Act**”); and the Uniform Election Code of 1992, Title 1, Articles 1-13, C.R.S., and the Colorado Local Government Election Code, Title 1, Article 13.5, C.R.S. (the “**Code**”); and

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Yarrow Gardens Metropolitan District as follows:

1. Date and Time of Election. The regular election shall be held on May 2, 2023, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, the Code and other legal requirements.

2. 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.

3. Designated Election Official. Natalie M. Fleming, Erb Law, LLC, shall be the Designated Election Official (“**DEO**”). The DEO is 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. Among other matters, the DEO 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.

4. Self-Nomination and Acceptance Forms. Self-nomination and acceptance forms for the director positions are available at the DEO’s offices: 3900 E. Mexico Avenue, Suite 300, Denver, CO 80210, or by requesting a form via telephone or e-mail: (303) 626-7125 or nfleming@erblawllc.com. All candidates must file self-nomination and acceptance forms with the DEO no later than 5:00 P.M. on February 24, 2023.

5. Cancellation of Election. Pursuant to § 1-13.5-513, C.R.S., if there are not more candidates running than seats to be filled at 5:00 P.M. on February 24, 2023, the DEO

shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with law.

6. 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.

7. 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.

[Remainder of Page Intentionally Left Blank]

DRAFT

ADOPTED AND APPROVED this 13th day of December, 2022.

YARROW GARDENS METROPOLITAN DISTRICT

Name: _____
Title: _____

Attest:

Secretary/Assistant Secretary

DRAFT

SPECIAL WARRANTY DEED

(Open Space Tracts and Alley Tract C)

THIS SPECIAL WARRANTY DEED is made effective as of the 10th day of March, 2020, between THB WESTRIDGE LLC, a Colorado limited liability company whose legal address is 1875 Lawrence Street, Suite 900, Denver, Colorado 80202, hereinafter referred to as “Grantor” and YARROW GARDENS METROPOLITAN DISTRICT, a Colorado quasi-municipal corporation and political subdivision of the State of Colorado, hereinafter referred to as “Grantee,” whose address is c/o WHITE BEAR ANKELE TANAKA & WALDRON, 2154 East Commons Avenue, Suite 2000, Centennial, Colorado 80122.

WITNESSETH, that Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its heirs, successors and assigns forever, all the real property, together with all improvements, if any, situate, lying, and being located in the County of Jefferson, State of Colorado, described as follows:

TRACTS C, G, I AND J, YARROW GARDENS FILING NO. 3, JEFFERSON COUNTY, COLORADO.

TOGETHER with all the singular rights, tenements, easements, appendages, ways, hereditaments, privileges, and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or in equity, of, in and to the above bargained premises, with the hereditaments, easements, rights of way and appurtenances (the “Property”). Grantee’s acceptance of conveyance of the Property does not imply or include acceptance of any improvements or infrastructure that have or will be constructed or installed on or in the Property.

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances, unto Grantee, its heirs, successors and assigns forever. Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that Grantor shall and will WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of Grantee, its heirs, successors and assigns, against all and every person lawfully claiming the whole or any part thereof BY, THROUGH OR UNDER Grantor, subject, however, to taxes and assessments for the current year, and liens, easements, encumbrances and restrictions of record.

IN WITNESS WHEREOF, Grantor has caused its name to be hereunto subscribed on the day and year first written above.

[Signature page follows.]

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

GRANTOR:

THB WESTRIDGE LLC,

a Colorado limited liability company

By NT BUILDERS LLC, a Colorado limited liability company, its manager

By: *Jeffrey P Seibold*
Name: *Jeffrey P Seibold*
Title: *Manager*

STATE OF COLORADO)
CITY) ss:
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of March, 2020,
by Jeffrey P. Seibold, as Manager
of NT BUILDERS LLC, as manager of THB WESTRIDGE LLC.

Witness my hand and official seal.

My commission expires: 4/8/2023.

ASHLEY B. FRISBIE
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20154014228
My Commission Expires 4/8/2023

Ashley Frisbie
Notary Public

YARROW GARDENS METROPOLITAN DISTRICT

Policy for the Enforcement of Covenants, Conditions and Restrictions for Yarrow Gardens

Recitals

A. The community of Yarrow Gardens¹ is located within the Yarrow Gardens Metropolitan District (the “**District**”) and is subject to the Declaration of Covenants, Conditions and Restrictions for Yarrow Gardens dated June 4, 2019 and recorded in the Jefferson County real property records on June 5, 2019 at reception no. 2019045517 (the “**Covenants**”); and

B. The District is authorized pursuant to § 32-1-1004(8), C.R.S., its Service Plan dated August 13, 2018 and Chapter 10.1 of the Covenants, to provide enforcement of the Covenants and design review services within the District; and

C. The District is further authorized pursuant to Chapters 2.4 and 10.1 of the Covenants to adopt rules and regulations, and policies and procedures for the enforcement of the Covenants and design review guidelines, send demand letters and notices, to levy and collect fines, to charge interest and/or late charges, to impose liens, and to negotiate, settle or take any other actions in law or equity with respect to any such violations; and

D. The District desires to adopt this Policy for the Enforcement of Covenants, Conditions and Restrictions for Yarrow Gardens to formalize and supplement the enforcement policy set forth in the Covenants and to provide a clear and fair process for the enforcement of the Covenants.

NOW THEREFORE, the Board of the Yarrow Gardens Metropolitan District adopts the following Policy for the Enforcement of Covenants, Conditions and Restrictions for Yarrow Gardens:

1. Definitions. All words and phrases used herein shall have the meanings provided for them in the Covenants.

2. Content of Notice of Violation. All Notices of Violation (including Public Safety or Health Violations; First Notice and Second and Final Notice) shall contain and be provided to the Owner as follows:

- a. The nature of the alleged violation;
- b. The action or actions required to cure the violation;
- c. Notice of the Owner’s right to a fact-finding hearing regarding the alleged violation; and

¹ See Covenants, Chapter 1.4; Exhibit A

- d. The fine schedule and late fees if not paid.
- e. In addition, the Notice of Violation shall:
 - i. Be made in English or the previously indicated language preference of the Owner;
 - ii. Sent via certified mail, return receipt requested and one of the following methods:
 - 1) First-class mail;
 - 2) Text message to the number on file for the Owner; or
 - 3) E-mail to the e-mail on file for the Owner; and
 - iii. Be posted on the Owner's property.

3. Violations/Notification of Violation

a. Public Safety or Health Violations. With respect to any violation of the Covenants or other governing documents that is reasonably determined to threaten the public safety or health, a written notice shall be provided to the Owner regarding the violation and providing the Owner with seventy-two hours to cure, and if not timely cured, the imposition of a fine every other day until cured.

b. Other Violations. With respect to any other violation of the Covenants or other governing documents other than a violation that is reasonably determined to threaten the public safety or health:

i. First Notice. The First Notice shall state that the Owner has thirty days to cure the violation, and if not timely cured following inspection, the imposition of fines. In the case of Improvements being built without prior approval of the Architectural Control Committee ("ACC"), the Owner shall be allowed to submit as-built plans and specifications to the ACC within ten days for potential review and approval, and further enforcement action will be stayed until the ACC has concluded its review process and made its final determination.

ii. Second and Final Notice. A Second and Final Notice shall state that the owner has an additional and final sixty days to cure the violation, and if not timely cured following inspection, the imposition of fines. The Owner will have twenty-one days from receipt of the Final Notice to either Request a Hearing or correct the violation.

4. Notice of Cure/Payment Owed.

a. Owner Notice. Once the Owner cures the violation, Owner may notify the District of the cure and may provide visual evidence of the cure. If no visual evidence is provided, the District shall inspect the property as soon as practicable to determine if the violation has been cured.

b. No Owner Notice. The District shall inspect the property within seven days after the expiration of each cure period to determine if the violation has been cured.

5. Notice of Cure. If cured, a Notice of Cure shall be provided to the Owner confirming that the violation has been cured, no additional fines will be imposed, providing the Owner the outstanding fine balance and late charges owed, as well as additional late charges that will be imposed if not timely paid. Until paid, a new statement of amounts owed will be provided on a monthly basis.

6. Hearing Request

i. Hearing Request. A Hearing must be requested in writing and received by the District on or before: (1) for Public Safety or Health Violations, the date that is no later than seven days after the date of the violation; and (2) for Other Violations, the date that is no later than thirty days after the Second and Final Notice. Such request must be made in writing and can be made via e-mail or regular mail at the address provided in the Final Notice.

ii. Failure to Request a Hearing and to Correct Violation – Waiver and Fines. If a Hearing Request is not timely received, then the right to a hearing shall be waived and the Owner shall be deemed to have waived their right to a Hearing and conceded to the violation. If the violation has not been timely cured, fines and enforcement shall be imposed as set forth in the Covenants and the Fine Schedule attached as Exhibit A.

7. Hearing Procedures.

a. Scheduling. A Hearing shall be scheduled as soon as practicable after receipt of a Request for a Hearing, but in any event no later than the District's next regular meeting.

b. Procedure. A Hearing is an informational, administrative procedure with the District Board or other such committee, if any, as delegated by the District Board, acting impartially with regard to the alleged violation. Rules of evidence do not apply and any party may have an attorney present. Hearings are open to the public. Any party with an interest in the matter may present testimony. The District Board or the committee may exercise its discretion as to the specific manner in which a hearing shall be conducted and may question witnesses, review evidence, and take such reasonable action during the course of a hearing as it deems appropriate to reach a just decision. The Hearing shall be a fair and impartial process to determine whether the violation actually occurred and the Owner's responsibility for the violation.

c. Decision. The District Board shall render its decision and issue a "Decision" regarding the violation within fourteen days following the Hearing. A copy of the Decision shall be provided to the Owner. In the event the Owner fails to appear at the Hearing, or at any re-scheduled Hearing, the District Board or committee will proceed based on information available at that time, render its decision and issue a "Decision" within fourteen days following the Hearing. A copy of the Decision shall be provided to the Owner.

8. Notice of Delinquency and Collection Actions.

a. Notice of Delinquency. Prior to seeking collection of a delinquent account of an Owner by a collection agency or attorney, an Owner shall receive a Notice of Delinquency, provided by certified mail, return receipt requested, in English or the language previously requested by the Owner, specifying:

- i. The Total Amount due, with an accounting of how it was calculated;
- ii. The opportunity to enter into a payment plan and instructions on how to set up a payment plan;
- iii. Contact information for the review of the accounting records to verify the amount due;
- iv. Specify whether the delinquent amounts owed are for (1) unpaid assessments; (2) unpaid fines, fees, or charges; or (3) both. If it concerns unpaid assessments, the notice must also include a notice that failure to pay the assessment may result in foreclosure;
- v. A description of the steps that must be taken before legal action can be taken against the Owner;
- vi. The steps required for cure of the violation; and
- vii. A description of the types of legal action that can be taken against the Owner, including actions in small claims court or an injunction to comply with the declaration, bylaws, covenants, or other governing documents.

b. Collection Actions. No less than thirty days after the Notice of Delinquency is provided which included an offer for a payment plan, an action for collection of unpaid amounts owned may be commenced if:

- i. Owner declined the payment plan; or
- ii. Owner failed to make payment under an agreed upon payment plan for at least three of the monthly payments owed within fifteen days after they were due.

9. Foreclosure. Foreclosure is not an available remedy if the amounts owed by the Owner consist solely of fines or costs of collection, including attorney fees, that were incurred solely related to the fines.

10. Notices. All notices under this section are presumed to have been received upon personal delivery or within three days after the notice has been sent, postage prepaid, by 1st Class U.S. Mail. It is the Owner's responsibility to make sure that the District has correct and up-to-date contact information regarding Owner's present address, and tenant information, if applicable.

11. Owner Complaints. Allegation of an alleged violation of the Covenants or architectural guidelines submitted by another Owner must be in writing to the District. The

complaint must include the nature of the violation including the date and time if applicable, the name or address of the alleged violation, and any material facts supporting the complaint. The complaint must also contain the printed name and signature of the person lodging the complaint. It is the general policy of the District to maintain confidentiality of complaints, if possible. However, if a complaint becomes the subject of a Hearing or litigation or is otherwise required to be produced pursuant to the law, the original complaint and the name of the person lodging the complaint will be disclosed.

12. Definitions. Any terms not defined herein shall have the same meaning as set forth in the Covenants.

13. No Waiver. Nothing in this Policy shall be deemed to waive the District's right to pursue any other legal action available to it in addition to, in lieu of, or in conjunction with, the notification and fine process.

Adopted this ____ day of _____, 2022.

YARROW GARDENS METROPOLITAN
DISTRICT

Name: _____
Title: _____

Attest:

Name: _____
Title: _____

DRAFT

EXHIBIT A

Schedule of Fines, Interest, Late Charges and Liens

	<u>Fine</u>	<u>Interest</u>	<u>Late Charge</u>
<u>Public Safety or Health Violation</u>	\$100 for initial violation, with an additional \$100 owed every 72-hours violation is not cured	8% on Fine amount	\$15 or 5% of the Fine amount owed, which ever is less, per month if not paid by due date, not to exceed a total of 25% of the Fine amount
<u>Other Violations</u>			
<u>First Notice/Courtesy Notice</u>	\$0	0%	N/A
<u>Final Notice</u>	\$100 owed in not cured within initial 30-day cure period; thereafter \$100 every 30-day period, not to exceed a total of \$500	8% on the Fine amount owed	\$15 or 5% of the Fine amount owed, which ever is less, per month if not paid by due date, not to exceed a total of 25% of the Fine amount

1. **Liens:** As provided in Chapter 3.3 of the Covenants, the District has the right and authority to impose and collect fees, rates, tolls, charges and penalties, and until paid, such lien constitutes a perpetual, statutory lien against the property. § 32-1-1001(1)(j)(I), C.R.S. No recordation of the District’s statutorily created lien is required, with such lien arising on the date on the violation and continuing in perpetuity until the associated fees, rates, tolls, charges and penalties are paid in full. Any fine is considered delinquent if not paid by the due date.

a. If the District determines, in its discretion, to record a statement of lien against the property, such costs of preparing and recording the lien shall be included with the charges owed by the property due to the violation.

2. **Additional Charges:** Additional charges may be allocated to the property as set forth in the Covenants, including, but not limited to, Chapter 3.4.

3. **Attorney Fees/Charges.** In the event the District determines to foreclose on its lien, or takes other actions regarding the violation, including the filing of any claims in law or equity, mediation, arbitration or settlement discussions, the District is entitled to the recovery of its reasonable attorney fees and costs if it is the prevailing party in the dispute.

AGREEMENT FOR SERVICES

Landscape Maintenance – 2023

This Agreement for Services (“**Agreement**”) is entered into this 13th day of December, 2022 by and between the **YARROW GARDENS METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **LAND TECH CONTRACTORS LLC**, a Colorado limited liability company (“**Contractor**”) (collectively, the “**Parties**”).

Recitals

- A. The District was organized pursuant to the laws of the State of Colorado in order to design, construct, acquire, operate and maintain public improvements; and
- B. The District has determined a need for landscape maintenance 2023 season; and
- C. Contractor provides landscape maintenance services; and
- D. The District desires to engage Contractor to provide landscape maintenance services within the District; and
- E. Contractor desires to provide these services.

NOW THEREFORE, in consideration of the Terms and Conditions set forth here and for good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the Parties agree as follows:

Terms and Conditions

1. SCOPE OF SERVICES. Contractor shall be responsible for performing those services as described in the “**Scope of Services**” attached hereto as **Exhibit A** and shall perform such Services using that degree of skill and knowledge customarily employed by other professionals performing the same or similar services in the State of Colorado. Contractor shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services as required by this Agreement.
2. TERM OF AGREEMENT. The term of this Agreement shall begin on January 1, 2023, and expire on December 31, 2023. This Agreement is not a multiple-fiscal year direct or indirect debt or financial obligation of the District, and does not constitute a debt of the District under Colorado law.
3. COMPENSATION. Contractor shall be compensated for the Services at the rates show in **Exhibit A**. The District has sufficient funds appropriated for the services to be provided.

4. METHOD OF PAYMENTS. Contractor will submit monthly detailed invoices for Services performed. Payment for the Services shall be made by the District within 45 days of receipt of approved invoices. Invoices shall be sent to:

Yarrow Gardens Metropolitan District
Attn: District Manager
Special District Management Services, Inc.
141 Union Blvd., Suite 150
Lakewood, CO 80228

5. TIME IS OF THE ESSENCE. The Services of Contractor shall be undertaken in such sequence as to efficiently complete them in light of the purposes of this Agreement.

6. INDEPENDENT CONTRACTOR. Contractor hereby declares itself to be an independent contractor and nothing contained herein shall constitute or designate Contractor as an employee or agent of the District. The District is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, CONTRACTOR ACKNOWLEDGES THERE IS NO ENTITLEMENT TO WORKER'S COMPENSATION BENEFITS THROUGH THE DISTRICT, CONTRACTOR ACKNOWLEDGES THERE IS NO ENTITLEMENT TO UNEMPLOYMENT INSURANCE BENEFITS THROUGH THE DISTRICT, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED UNDER THIS AGREEMENT.**

7. EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION. Pursuant to the requirements established by §§ 8-17.5-101, *et seq.*, C.R.S.

A. Contractor acknowledges that, prior to executing the Contract, Contractor has certified that it does not knowingly employ or contract with a worker without authorization to perform work under the Contract and that the Contractor has participated in the E-Verify Program (formerly known as the Basic Pilot Program¹) (the "E-Verify Program") or the Colorado Department of Labor and Employment (the "Department") program established by § 8-17.5-102(5)(c), C.R.S. (the "Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Contract.

B. Contractor shall not:

i. Knowingly employ or contract with a worker without authorization to perform work under the Contract; or

¹ "Basic Pilot Program" is described in § 8-17.5-101(1), C.R.S., as amended, and further defined as the Basic Pilot Employment Verification Program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security.

ii. Enter into a contract with a subcontractor who fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under the Contract.

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

i. In the event the Contractor uses the Department Program for the employment verification described herein, the Contractor shall comply with the requirements mandated by § 8-17.5-102(5)(c), C.R.S. including:

1) The Contractor shall comply with the provisions of § 8-17.5-102(5)(c), C.R.S.; and

2) Contractor shall notify the District of its determination to participate in the Department Program.

3) The Contractor must, within twenty days after hiring an employee who is newly hired to perform work under the Contract, affirm that the Contractor has examined the legal work status of the employee, retained file copies of the documents required by 8 U.S.C. § 1324a and not altered or falsified the identification documents for the employee, and the Contractor must provide a written, notarized copy of the affirmation of compliance with § 8-17.5-102(5)(c), C.R.S. to the District.

4) The Contractor shall indemnify and hold harmless the District, its directors, officials, agents and employees, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities of, by or with respect to third parties, arising from the Contractor's failure to comply with the provisions of the Department Program and §§ 8-17.5-102(5)(c), C.R.S., arising under this Addendum or in any way related to performance hereof. The obligations of this indemnification shall survive the termination or expiration of this Addendum and the Contract.

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

E. If the Contractor obtains actual knowledge that a subcontractor performing work under the Contract knowingly employs or contracts with a worker without authorization, the Contractor shall:

i. Notify the subcontractor and the District within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

ii. Terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the

worker without authorization; 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 a worker without authorization.

F. Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking, pursuant to the law.

G. If the Contractor violates any of the provisions under this Addendum, the District may terminate the Contract for breach of contract. The Contractor shall be liable for actual and consequential damages to the District.

8. CONTRACTOR'S INSURANCE.

A. Contractor shall acquire and maintain during the term of this Agreement, including any extensions, insurance coverage in the minimum amounts set forth in **Exhibit B** attached hereto. The District shall be named as an additional insured on Contractor's insurance as required in Exhibit B. Any policy obtained to comply with this Section shall provide that the District shall receive 30 days written notice prior to cancellation or non-renewal.

B. Prior to commencing any work under this Agreement, Contractor shall provide the District with a certificate or certificates evidencing the coverage required by this Section. If the coverage required under this Section expires during the term of this Agreement, Contractor shall provide replacement certificate(s) evidencing the continuation of the required coverage within 10 days of the date of expiration.

9. INDEMNIFICATION. Contractor indemnifies, defends and holds harmless the District, its officers, directors, consultants, agents and employees from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages and expenses (including attorney's fees and costs), to the extent that they are caused by or arise from the acts or omissions of Contractor or anyone for whom Contractor is legally liable in connection with this Agreement or work hereunder. The provisions of this Section shall survive termination of this Agreement.

10. ASSIGNMENT. Contractor shall not have the right or power to assign or delegate all or any part of this Agreement, or its respective duties, without the written consent of the District. The District may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.

11. SUBCONTRACTORS. Contractor is solely and fully responsible to the District for the Services under this Agreement. No subcontractors are allowed unless identified in the Scope of Services or otherwise expressly agreed to in writing by the District. All subcontracts shall terminate immediately upon termination of this Agreement.

12. TERMINATION. Either Party may terminate this Agreement for any reason upon written notice to the other party. The District shall pay Contractor for Services satisfactorily performed prior to the termination date. This Agreement may be terminated at any time by mutual consent.

13. NOTICES. Any notices, demands, or other communications required or permitted to be given in writing hereunder shall be hand delivered, sent by facsimile, sent by First Class Mail, FedEx or UPS, or via e-mail, addressed to the Parties at the addresses set forth below, or at such other address as either party may hereafter designate by written notice to the other party given in accordance herewith.

To the District:

Yarrow Gardens Metropolitan District
Attn: District Manager
Special District Management Services, Inc.
141 Union Blvd., Suite 150
Lakewood, CO 80228
Tele: 303-987-0835

With a copy to:

Erb Law, LLC
Attn: Jeffrey Erb, Esq.
3900 E. Mexico Ave., Suite 300
Denver, CO 80210
Email: jerb@erblawllc.com
Tele: 303-626-7125

To Contractor:

Land Tech Contractors, LLC
525 Laredo St.
Aurora, CO 80011
Tele: 303-344-4465

14. ENTIRE AGREEMENT/MODIFICATION. This Agreement, including all Exhibits, constitutes the entire Agreement between the Parties relating to the Services and sets forth the rights, duties, and obligations of each to the other as of the effective date of this Agreement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Contractor and the District.

15. BINDING AGREEMENT. This Agreement shall inure to and be binding on the successors and assigns of the Parties hereto.

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

17. COUNTERPARTS; FACSIMILE SIGNATURES. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which

together shall constitute one and the same instrument. Electronic or facsimile signatures will be treated as originals and shall evidence each party's approval and acceptance of the Agreement.

18. COMPLIANCE WITH LAW. Contractor shall comply with all local, municipal, state, and federal laws, and orders and regulations applicable to Contractor's performance of services hereunder.

19. CONTROLLING LAW/VENUE. This Agreement shall be governed by and construed in accordance with the law of the State of Colorado and any disputes shall be heard in the district court for Broomfield County, Colorado.

20. CONTROLLING TERMS. In the event of a conflict between the Terms and Conditions and any Exhibits thereto, the Terms and Conditions shall control.

21. AUTHORITY. Contractor hereby represents and warrants to the District that it is a duly authorized, existing and qualified entity under the laws of the State of Colorado and is authorized to do business in the State of Colorado, that it has full right and authority to execute and enter into this Agreement and perform its obligations hereunder, and that every person signing on behalf of Contractor is authorized to do so.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date of mutual execution. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

YARROW GARDENS METROPOLITAN
DISTRICT

President

Attest:

Secretary/Assistant Secretary

LAND TECH CONTRACTORS, LLC

Name: _____
Title: _____

EXHIBIT A

(Scope of Services)



Proposal and Contract
For: Yarrow Gardens

Date: 10-04-2022

A

			12 Month Total Care Package Jan 2023- Dec 2024
TURF AREAS:			
Mowing			26
Edging			26
Line Trimming/Blowing			26
Fertilization			2
Weed Control			3
Aeration			2
BED AREAS:			
Weeding			26
Spring Pre-Emergent Weed App.			1
Summer Shrub Pruning			1
GENERAL CLEAN-UP:			
Debris in Turf/Walks/Beds			26
Weed Control in Cracks/Crevices			26
Spring Clean-up			1
Fall Clean-up			2
IRRIGATION:			
Irrigation System Activation			1
Management of System			20
Irrigation System Winterization			1
DETENTION POND NATIVE SERVICES:			
Native mowing & Clean-up sediment from inlet, forebay, trickle pan & Broadleaf	Outlet		2
			2
WINTER SERVICES:			
Winter Policing			16

GRAND TOTAL: _____ **\$ 14,256.00**
MONTHLY TOTAL: _____ **\$ 1,188.00**

OPTIONAL SERVICES: For Seven and Eight month contracts	Frequency	Per Occurrence	Total

TOTAL: _____



CUSTOMER INITIALS REQUIRED: ()

DENVER HEADQUARTERS: 525 N. Laredo St., Aurora, CO 80011 Phone: (303) 344-4465 Fax: (303) 344-1518
COLORADO SPRINGS DIVISION: 8065 Industry Rd. Colorado Springs, CO 80915 Phone: (719) 471-3199 Fax: (719) 632-3577
LONGMONT DIVISION: 10765 Turner Blvd, Unit C Longmont, CO 80504 Phone: (720) 494-9860 Fax: (720) 494-9752

Exhibit D- Description of Services

Turf Care

- A. Mowing
 - 1. All turf areas shall be mowed at the specified frequencies noted on the attached proposal. The Contractor will determine mowing height. Frequency of mowing will vary in the spring and fall, due to seasonal weather conditions and growth rate of turf.
 - 2. Grass catchers will be used only if there is a specific need and will be used at the discretion of the Contractor. Excessive clippings will be removed from turf.
 - 3. Contractor reserves the right to leave areas un-mowed which he feels would be unsafe to mow due to, but not limited to, the following reasons:
 - a) Areas in use at the time of mowing by large groups of residents, children, etc.
 - b) Areas excessively wet due to rain or improper drainage not caused by the contractor.
 - c) Areas with large concentration of pet droppings.
 - d) Areas under construction.
- B. Trimming
 - 1. All turf areas inaccessible to mowing equipment will be trimmed as needed in conjunction with mowing operations to maintain a neat well-groomed appearance.
 - 2. Where practical, Contractor may use an approved herbicide and/or growth regulator around fences, trees, and other obstacles that may be damaged by repeated use of string line trimmers.
 - 3. After mowing operations are completed, all grass clippings will be blown and/or removed from walks, drives, patios, etc.
- C. Edging
 - 1. Edging of walks, swimming pool decks, etc. will be done at the frequency specified in the attached proposal, through the use of a steel blade edger.
 - 2. Edging is limited to concrete areas, in order to avoid damage to irregular asphalt, flagstone, brick, wood walks and decks.
 - 3. Concrete drainage pans/spillways will not be edged, unless otherwise specified in this contract.
 - 4. Excessive debris resulting from edging shall be collected and removed.
- D. Aeration
 - 1. Aerations will be performed with a core aerator at the frequency specified in the attached proposal.
- E. Police Area
 - 1. All landscape areas will be policed for loose trash in conjunction with mowing operations. Annual contracts will be policed for loose trash at the frequencies specified in the attached proposal.
 - 2. Policing does not include the clean-up of drives and parking lots unless specified in this contract. The clean-up of debris due to vandalism, dumping, improperly contained dumpsters, acts of God, etc., will be an extra service to this contract.
 - 3. Removal of pet droppings is not the responsibility of the Contractor unless otherwise specified.
- F. Turf Weed Control
 - 1. All turf areas will be treated for the control of broadleaf weeds at the frequency specified in the attached proposal.
 - 2. The Contractor will be responsible for weed control between the months of May 1st thru October 31st as needed. The Contractor is not responsible for excessive rains, which may wash treatment material away. The cost of all additional treatment is the responsibility of the Contracting Company. From May 1st thru October 31st broadleaf weed control in turf is handled on a curative basis, rather than a preventive basis.
 - 3. Where needed, Contractor will recommend pre-emergent weed control if not included in the attached proposal. Pre-emergent weed control will be done at the expense of the Contracting Company, and only after approval is obtained.
Note: Contractor reserves the right to hire a subcontractor to perform this task. Subcontractor shall be a licensed and insured commercial applicator.
- G. Turf Fertilization
 - 1. All turf areas will be fertilized at the frequency specified in the attached proposal. A quality, balanced fertilizer will be provided by Contractor.
 - 2. Care will be taken to clean fertilizer off all sidewalks, patios, pool decks, etc., to minimize the possibility of iron stains, however, even with the utmost care some staining may still occur.
Note: Contractor reserves the right to hire a subcontractor to perform this task. Subcontractor shall be a licensed and insured commercial applicator.
- H. Spring Cleanup
 - 1. At the frequency specified in the attached proposal, Contractor will perform spring cleanup including gathering and removing trash, leaves, and debris in turf and bed areas. Parking lots are excluded.

CUSTOMER INITIALS REQUIRED: ()

DENVER HEADQUARTERS: 525 N. Laredo St., Aurora, CO 80011 Phone: (303) 344-4465 Fax: (303) 344-1518

COLORADO SPRINGS DIVISION: 8065 Industry Rd. Colorado Springs, CO 80915 Phone: (719) 471-3199 Fax: (719) 632-3577

LONGMONT DIVISION: 10765 Turner Blvd, Unit C Longmont, CO 80504 Phone: (720) 494-9860 Fax: (720) 494-9752



Proposal and Contract
For: Yarrow Gardens

Date: 10-04-2022

I. Fall Cleanup

1. At the frequency specified in the attached proposal, Contractor shall be responsible for gathering and removing leaves from the site in the fall. Contracting Company will direct Contractor as to when each service frequency is to be performed. Additional frequencies will be an extra service to this contract.

Tree, Shrub, and Bed Care

J. Bed Care

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

K. Tree and Shrub Care

1. Contractor will monitor, on a regular basis, the health of all plant materials and will provide recommendations and estimates to the Contracting Company for such items as: fertilization, insect, and disease control. Most treatment would be done on a curative basis; however Contractor may recommend from time to time to treat potential problems on a preventive basis.

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

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

Irrigation Control and Maintenance

L. Activation

1. Contractor shall activate the irrigation system once (1) in the spring if included in attached proposal. Activation usually occurs in April, depending on weather conditions. Contractor is not responsible for any freeze damage, which may occur after sprinkler activation.
2. Contracting company agrees to all repairs required for activation of the system up to a preapproved amount of **five hundred dollars (\$500)**. If the repair is more than **five hundred dollars (\$500)** a proposal will be sent to contracting company prior to commencement of repair. All repairs required for activation are not part of this contract and will be billed on a time and material basis.
3. At the time of activation, all necessary repairs will be made to bring the system up to operating condition. These repairs will be billed on a time and material basis. Contracting Company will be informed of repair work being performed.

CUSTOMER INITIALS REQUIRED: ()

M. Routine Maintenance

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

N. Winterization

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

CUSTOMER INITIALS REQUIRED: ()

DENVER HEADQUARTERS: 525 N. Laredo St., Aurora, CO 80011 Phone: (303) 344-4465 Fax: (303) 344-1518
COLORADO SPRINGS DIVISION: 8065 Industry Rd. Colorado Springs, CO 80915 Phone: (719) 471-3199 Fax: (719) 632-3577
LONGMONT DIVISION: 10765 Turner Blvd, Unit C Longmont, CO 80504 Phone: (720) 494-9860 Fax: (720) 494-9752



Proposal and Contract

Date: 10-04-2022

For: Yarrow Gardens

O. Miscellaneous

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

Native Care (If applicable and part of the proposal)

P. Mowing

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

Q. Trimming

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

R. Weed Care

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

Winter Services (If applicable and part of the proposal)

S. Standard Services

1. All landscape areas will be policed at the frequencies specified in the attached proposal for loose trash and debris in bed, and turf areas only. (Refer to item A.5).
2. The Contractor will visit the site at the frequencies specified in the attached proposal to inspect all landscape and plant material. Any problems will be brought to the attention of the Contracting Company.
3. Contractor will be available to the Contracting Company to aid and assist in the preparation and formulation of: plans, schedules, budgets, projections, etc., for the coming season.
4. Emergency after hour rates are billed at overtime rates and at a two-hour minimum.

Hourly Contract Rates

Regular Rate

Overtime Rates

Irrigation Technician w/Van	<u>\$83.00/HR + Material</u>	<u>\$98.00/HR + Materials</u>
General Labor Rate	<u>\$44.00/HR</u>	<u>\$57.00/HR</u>
Foreman Rate	<u>\$48.00/HR</u>	<u>\$53.00/HR</u>
Supervisor Rate	<u>\$66.00/HR</u>	<u>\$86.00/HR</u>
Medium Mower 36"/48"	<u>\$58.00/HR</u>	<u>\$73.00/HR</u>
Large Mower 52"/63"	<u>\$81.00/HR</u>	<u>\$96.00/HR</u>
21" Mower	<u>\$53.00/HR</u>	<u>\$68.00/HR</u>
Trimmer/Blower	<u>\$48.00/HR</u>	<u>\$63.00/HR</u>

CUSTOMER INITIALS REQUIRED: ()

DENVER HEADQUARTERS: 525 N. Laredo St., Aurora, CO 80011 Phone: (303) 344-4465 Fax: (303) 344-1518
COLORADO SPRINGS DIVISION: 8065 Industry Rd. Colorado Springs, CO 80915 Phone: (719) 471-3199 Fax: (719) 632-3577
LONGMONT DIVISION: 10765 Turner Blvd, Unit C Longmont, CO 80504 Phone: (720) 494-9860 Fax: (720) 494-9752



Proposal and Contract
For: Yarrow Gardens

Date: 10-04-2022

Exhibit E: Contractual Agreement

Please select one of three service options below. Your initials and signature will constitute acceptance of this contractual agreement.

Contract Option Plan:

STANDARD CONTRACT OPTION						
Jan 1 st , 2023 – Dec 31 st 2023	\$	1,188.00	Per Month	\$	14,256.00	/Year
			Specify Start Date:		Jan 1 st 2023	

Initial _____

Automatic Renewal: This Contract shall be automatically renewed with a 1.5% increase to the base contract price unless either party gives the other party thirty (30) days written notice before the end of the existing term. In the case of the Economic Contract option, notice to terminate must be given by September 30th or the Contract will be renewed for the applicable seven-month period in the next year. In the case of the Standard Contract option notice to terminate must be given by October 31st or the Contract will be renewed for the applicable eight-month period in the next year. Understand that by not choosing this option we will offer you a renewal contract that may have a higher percentage increase, and there may be an interruption to your services.

Initial _____

Client Information:
Yarrow Gardens

Site Information:
Yarrow Gardens
4249 Yarrow Street Wheat Ridge CO 80033

As Agent For: SDMS

Contact: Peggy Ripko

Contact: Peggy Ripko

Either party may cancel this agreement, without cause, after thirty (30) days of receipt of written notification; however, such notice must be by registered mail and return receipt requested to be effective.

ACCEPTANCE

This contract includes Exhibit A, B, C, D and E.

Client
Peggy Ripko
As Managing Agent For: SDMS.

Contractor
Denver Headquarters
Landtech Contractors, Inc.
525 N. Laredo St, Aurora, CO 80011
Account Manager: Fernando Lopez
Telephone No.: (303) 344-4465

Signature: _____
By: _____
Title: _____
Date Signed: _____

Signature: _____
By: _____
Title: Officer
Date Signed: _____

DENVER HEADQUARTERS: 525 N. Laredo St., Aurora, CO 80011 Phone: (303) 344-4465 Fax: (303) 344-1518
COLORADO SPRINGS DIVISION: 8065 Industry Rd. Colorado Springs, CO 80915 Phone: (719) 471-3199 Fax: (719) 632-3577
LONGMONT DIVISION: 1076S Turner Blvd, Unit C Longmont, CO 80504 Phone: (720) 494-9860 Fax: (720) 494-9752

EXHIBIT B

(Contractor's Insurance)

1. 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.

2. Workers Compensation Insurance. Workers' compensation insurance in accordance with applicable law, 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.

3. Commercial General Liability Insurance. Commercial general liability insurance written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

AGREEMENT FOR SERVICES

Snow Removal – 2022-23

This Agreement for Services (“**Agreement**”) is entered into this 19th day of September, 2022 by and between the **YARROW GARDENS METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **LAND TECH CONTRACTORS LLC**, a Colorado limited liability company (“**Contractor**”) (collectively, the “**Parties**”).

Recitals

- A. The District was organized pursuant to the laws of the State of Colorado in order to design, construct, acquire, operate and maintain public improvements; and
- B. The District has determined a need for snow removal for the 2022-2023 season; and
- C. Contractor provides snow removal services; and
- D. The District desires to engage Contractor to provide snow removal services within the District; and
- E. Contractor desires to provide these services.

NOW THEREFORE, in consideration of the Terms and Conditions set forth here and for good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the Parties agree as follows:

Terms and Conditions

1. **SCOPE OF SERVICES.** Contractor shall be responsible for performing those services as described in the “**Scope of Services**” attached hereto as **Exhibit A** and shall perform such Services using that degree of skill and knowledge customarily employed by other professionals performing the same or similar services in the State of Colorado. Contractor shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services as required by this Agreement.
2. **TERM OF AGREEMENT.** The term of this Agreement shall begin on the effective date of this Agreement and expire on December 31, 2022. Thereafter, this Agreement shall renew on January 1, 2023 and expire on May 31, 2023, subject to the annual appropriation of the District. This Agreement is not a multiple-fiscal year direct or indirect debt or financial obligation of the District, and does not constitute a debt of the District under Colorado law.
3. **COMPENSATION.** Contractor shall be compensated for the Services at the rates show in **Exhibit A**. The District has sufficient funds appropriated for the services to be provided.

4. METHOD OF PAYMENTS. Contractor will submit monthly detailed invoices for Services performed. Payment for the Services shall be made by the District within 45 days of receipt of approved invoices. Invoices shall be sent to:

Yarrow Gardens Metropolitan District
Attn: District Manager
Special District Management Services, Inc.
141 Union Blvd., Suite 150
Lakewood, CO 80228

5. TIME IS OF THE ESSENCE. The Services of Contractor shall be undertaken in such sequence as to efficiently complete them in light of the purposes of this Agreement.

6. INDEPENDENT CONTRACTOR. Contractor hereby declares itself to be an independent contractor and nothing contained herein shall constitute or designate Contractor as an employee or agent of the District. The District is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, CONTRACTOR ACKNOWLEDGES THERE IS NO ENTITLEMENT TO WORKER'S COMPENSATION BENEFITS THROUGH THE DISTRICT, CONTRACTOR ACKNOWLEDGES THERE IS NO ENTITLEMENT TO UNEMPLOYMENT INSURANCE BENEFITS THROUGH THE DISTRICT, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED UNDER THIS AGREEMENT.**

7. EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION. Pursuant to the requirements established by §§ 8-17.5-101, *et seq.*, C.R.S.

A. Contractor acknowledges that, prior to executing the Contract, Contractor has certified that it does not knowingly employ or contract with a worker without authorization to perform work under the Contract and that the Contractor has participated in the E-Verify Program (formerly known as the Basic Pilot Program¹) (the "E-Verify Program") or the Colorado Department of Labor and Employment (the "Department") program established by § 8-17.5-102(5)(c), C.R.S. (the "Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Contract.

B. Contractor shall not:

i. Knowingly employ or contract with a worker without authorization to perform work under the Contract; or

¹ "Basic Pilot Program" is described in § 8-17.5-101(1), C.R.S., as amended, and further defined as the Basic Pilot Employment Verification Program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security.

ii. Enter into a contract with a subcontractor who fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under the Contract.

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

i. In the event the Contractor uses the Department Program for the employment verification described herein, the Contractor shall comply with the requirements mandated by § 8-17.5-102(5)(c), C.R.S. including:

1) The Contractor shall comply with the provisions of § 8-17.5-102(5)(c), C.R.S.; and

2) Contractor shall notify the District of its determination to participate in the Department Program.

3) The Contractor must, within twenty days after hiring an employee who is newly hired to perform work under the Contract, affirm that the Contractor has examined the legal work status of the employee, retained file copies of the documents required by 8 U.S.C. § 1324a and not altered or falsified the identification documents for the employee, and the Contractor must provide a written, notarized copy of the affirmation of compliance with § 8-17.5-102(5)(c), C.R.S. to the District.

4) The Contractor shall indemnify and hold harmless the District, its directors, officials, agents and employees, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities of, by or with respect to third parties, arising from the Contractor's failure to comply with the provisions of the Department Program and §§ 8-17.5-102(5)(c), C.R.S., arising under this Addendum or in any way related to performance hereof. The obligations of this indemnification shall survive the termination or expiration of this Addendum and the Contract.

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

E. If the Contractor obtains actual knowledge that a subcontractor performing work under the Contract knowingly employs or contracts with a worker without authorization, the Contractor shall:

i. Notify the subcontractor and the District within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

ii. Terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the

worker without authorization; 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 a worker without authorization.

F. Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking, pursuant to the law.

G. If the Contractor violates any of the provisions under this Addendum, the District may terminate the Contract for breach of contract. The Contractor shall be liable for actual and consequential damages to the District.

8. CONTRACTOR'S INSURANCE.

A. Contractor shall acquire and maintain during the term of this Agreement, including any extensions, insurance coverage in the minimum amounts set forth in **Exhibit B** attached hereto. The District shall be named as an additional insured on Contractor's insurance as required in Exhibit B. Any policy obtained to comply with this Section shall provide that the District shall receive 30 days written notice prior to cancellation or non-renewal.

B. Prior to commencing any work under this Agreement, Contractor shall provide the District with a certificate or certificates evidencing the coverage required by this Section. If the coverage required under this Section expires during the term of this Agreement, Contractor shall provide replacement certificate(s) evidencing the continuation of the required coverage within 10 days of the date of expiration.

9. INDEMNIFICATION. Contractor indemnifies, defends and holds harmless the District, its officers, directors, consultants, agents and employees from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages and expenses (including attorney's fees and costs), to the extent that they are caused by or arise from the acts or omissions of Contractor or anyone for whom Contractor is legally liable in connection with this Agreement or work hereunder. The provisions of this Section shall survive termination of this Agreement.

10. ASSIGNMENT. Contractor shall not have the right or power to assign or delegate all or any part of this Agreement, or its respective duties, without the written consent of the District. The District may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.

11. SUBCONTRACTORS. Contractor is solely and fully responsible to the District for the Services under this Agreement. No subcontractors are allowed unless identified in the Scope of Services or otherwise expressly agreed to in writing by the District. All subcontracts shall terminate immediately upon termination of this Agreement.

12. TERMINATION. Either Party may terminate this Agreement for any reason upon written notice to the other party. The District shall pay Contractor for Services satisfactorily performed prior to the termination date. This Agreement may be terminated at any time by mutual consent.

13. NOTICES. Any notices, demands, or other communications required or permitted to be given in writing hereunder shall be hand delivered, sent by facsimile, sent by First Class Mail, FedEx or UPS, or via e-mail, addressed to the Parties at the addresses set forth below, or at such other address as either party may hereafter designate by written notice to the other party given in accordance herewith.

To the District:

Yarrow Gardens Metropolitan District
Attn: District Manager
Special District Management Services, Inc.
141 Union Blvd., Suite 150
Lakewood, CO 80228
Tele: 303-987-0835

With a copy to:

Erb Law, LLC
Attn: Jeffrey Erb, Esq.
3900 E. Mexico Ave., Suite 300
Denver, CO 80210
Email: jerb@erblawllc.com
Tele: 303-626-7125

To Contractor:

Land Tech Contractors, LLC
525 Laredo St.
Aurora, CO 80011
Tele: 303-344-4465

14. ENTIRE AGREEMENT/MODIFICATION. This Agreement, including all Exhibits, constitutes the entire Agreement between the Parties relating to the Services and sets forth the rights, duties, and obligations of each to the other as of the effective date of this Agreement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Contractor and the District.

15. BINDING AGREEMENT. This Agreement shall inure to and be binding on the successors and assigns of the Parties hereto.

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

17. COUNTERPARTS; FACSIMILE SIGNATURES. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which

together shall constitute one and the same instrument. Electronic or facsimile signatures will be treated as originals and shall evidence each party's approval and acceptance of the Agreement.

18. COMPLIANCE WITH LAW. Contractor shall comply with all local, municipal, state, and federal laws, and orders and regulations applicable to Contractor's performance of services hereunder.

19. CONTROLLING LAW/VENUE. This Agreement shall be governed by and construed in accordance with the law of the State of Colorado and any disputes shall be heard in the district court for Broomfield County, Colorado.

20. CONTROLLING TERMS. In the event of a conflict between the Terms and Conditions and any Exhibits thereto, the Terms and Conditions shall control.

21. AUTHORITY. Contractor hereby represents and warrants to the District that it is a duly authorized, existing and qualified entity under the laws of the State of Colorado and is authorized to do business in the State of Colorado, that it has full right and authority to execute and enter into this Agreement and perform its obligations hereunder, and that every person signing on behalf of Contractor is authorized to do so.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date of mutual execution. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

YARROW GARDENS METROPOLITAN
DISTRICT

Stephen Myers

President

Attest:



Secretary/Assistant Secretary

LAND TECH CONTRACTORS, LLC

Garrett Allen Digitally signed by Garrett Allen
DN: C=US,
E=garretta@landtechcontractors.com,
O=Landtech Contractors, CN=Garrett Allen
Date: 2022.09.21 12:19:32-06'00

Name: Garrett Allen

Title: General Manager

EXHIBIT A

(Scope of Services)



SNOW REMOVAL CONTRACT

For 2022-2023

This Snow Removal Contract ("Contract") is entered into on the ____ day of _____ by and between Landtech Contractors, LLC ("Contractor") and " Yarrow Gardens " ("Customer")

Contract Term:

Contract commencement date: _____

Contract termination date: May 31, 2023

Customer Information: To be filled out by Client

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

Contractor Information:

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

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

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

Normal nightly refreezing of melted snow and ice may occur for a period of time after each storm or snow event. Therefore, Contractor will return to the Property and will re-plow, re-shovel or re-apply salt, sand or snow melt products at Customers written request.

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

Services under this Contract will commence during or within twelve (12) hours of the end of any snowfall. Contractor will charge for travel time to the Property according to the type of services to be performed. Services will be initiated when, in the best judgment of Contractor, conditions are such that snow removal services are required. It is Customer's responsibility to notify Contractor in writing when snow services are not required.

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

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

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

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

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

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

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

6. Termination without Cause: Either party to this Contract may terminate the Contract without cause by sending written notice to the other party at the respective address stated above. Termination of the Contract will become effective 30 days after the date such written notice is provided. In the event of such termination, full payment for services performed or material provided under this Contract becomes due and payable on, or before, the effective date of termination. In the event of pre-payment of services not performed or materials not provided after the effective date of termination, Contractor will issue a refund to Customer on, or before, the effective date of termination. In addition, if Customer has entered into this Contract as an agent of the Property owner, and Customer's agreement

with the Property owner is terminated, this Contract will automatically terminate without notice, effective the date of such termination by the Property Owner.

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

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

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

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

10. Miscellaneous:

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

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

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

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

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

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

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

CONTRACTOR: Landtech Contractors, LLC

BY: _____
Date

CUSTOMER:

BY: _____
Its: Date

EXHIBIT B

(Contractor's Insurance)

1. 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.

2. Workers Compensation Insurance. Workers' compensation insurance in accordance with applicable law, 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.

3. Commercial General Liability Insurance. Commercial general liability insurance written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

DATE: 09/27/2022
Name: Yarrow Gardens
Project: Fall Aeration service
Address:
Attention: Peggy Ripko



Billing
Contact: Peggy Ripko
Phone: 303.987.0832
Email: mcohrs@sdmsi.com
Address: 141 Union Boulevard Suite 150 Lakewood CO. 80228

Dear, Matt / Peggy

Thank you, for the opportunity to present our proposal to you. The scope of work included in our bid is as follows:

DESCRIPTION		
Fall Aeration service		

- Fall aeration service in all turf areas throughout the community
- Foreman and Labor Fee
- Equipment Fee

TOTAL		\$ 936.00
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STIPULATIONS:

- A one-year plant material warranty is included. Landtech Contractors reserves the right to void all warranties expressed in the specifications due to abuse and/or neglect by the owner including, but not limited: Landtech not having the maintenance contract, improper site use, irrigation system not functioning/ functioning properly, vandalism, if winter watering is not provided by Landtech, acts of God, etc.

We appreciate your time in considering Landtech Contractors, Inc. for this project. If you should have any questions or require additional information, please do not hesitate to call. Price will be honored for 30 days from proposal date. Sales tax will be charged on selling price of all materials at local rates unless tax exempt.

Payment terms are Net 10 days for the account to be paid in full. Owner or the Responsible Party agrees that the accounts 30 days past due will be charged 1.5% per month.

Sincerely,

Fernando Lopez, CLT
Landscape Maintenance Manager
(303.344.4465 Main
FernandoL@Landtechcontractors.com



Offer accepted as above:

Customer Signature

Printed Name and Title

Date



PROPOSAL SUBMITTED TO: Special District Management Services, Inc.
ADDRESS: Southlands Metropolitan District No. 2
141 Union Boulevard, Ste 150
Lakewood, CO 80228

CONTACT: Shana Jones
PHONE: 720-270-9822
EMAIL: sjones@sdmsi.com

DATE: Thursday, November 17, 2022
JOB NAME AND ADDRESS: Yarrow Gardens, W 43rd Pl & Yarrow St, Wheat Ridge, CO 80033

Striping **\$950**
Striping
Per Service price

New Layout Minimum 1 (stripe according to map)
Trips 1

- Does not include Traffic Permit (if required)
- No Glass Beads in bid
- Water Base Paint only
- Additional Charge to return to additional trips (1 included)
- Additional Charge for additional work.
- All cars must be off lot day of job.
- If all cars not removed - will incur an additional trip charge.
- All landscaping water must be turned off.
 - Water that is not turned off will incur an additional trip charge.
- Includes sweep prior to Striping (\$330)
- October-May striping is not guaranteed due to weather

Accepted by;

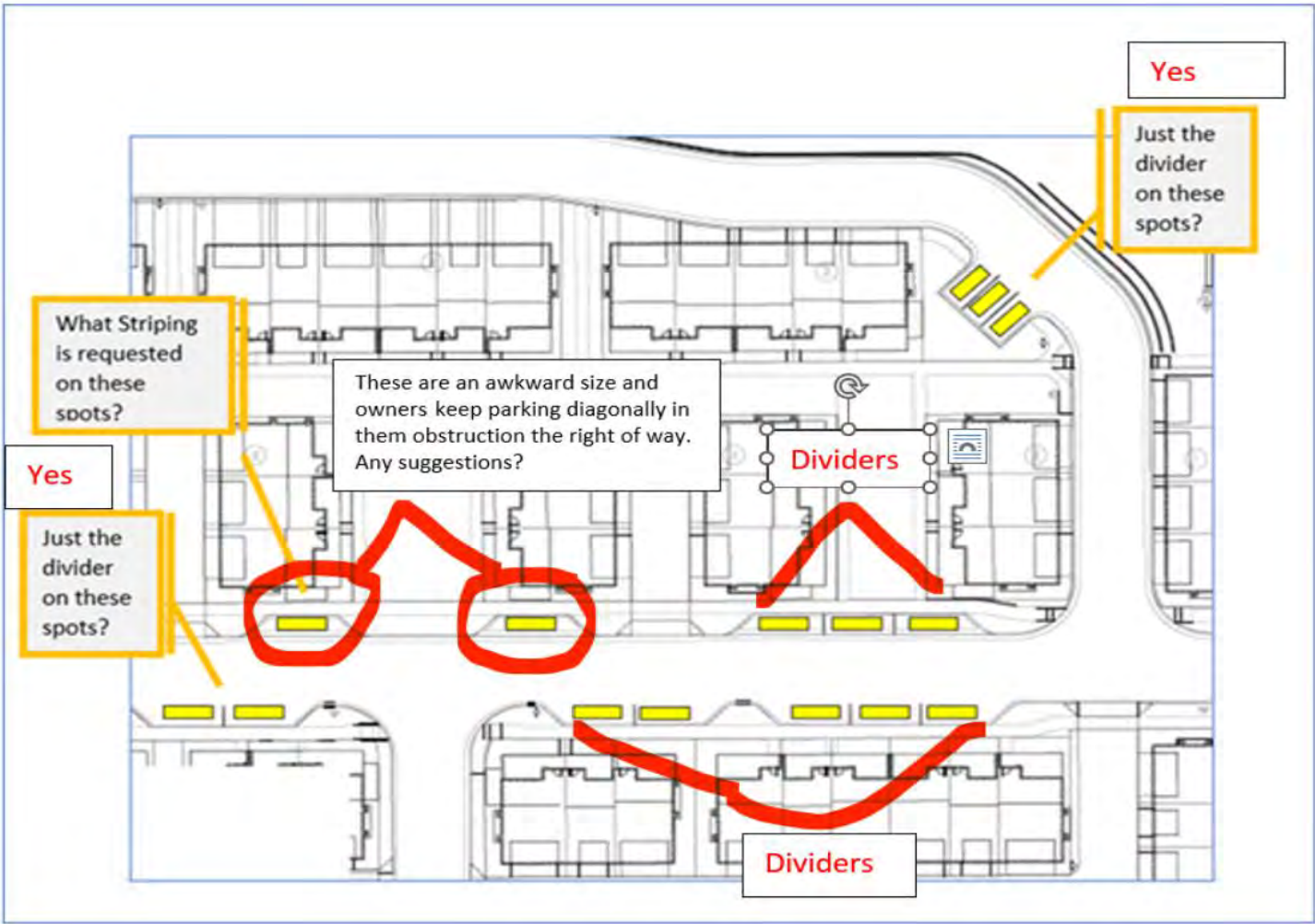
SDMS (print name & sign)

Date

initial

Upon signing above, I issue my personal guarantee of payment, which will be remitted upon invoice. Additional charges of 3.5% for credit card usage. All invoices are due and payable upon receipt. In the event the amount of an invoice is not paid within 30 days from the date of the invoice, the account shall be deemed to be in default and Contractor reserves the right to cease any further work until the account is brought current. Any invoice not paid within 30 days from the date of the invoice shall accrue interest at the maximum lawful rate of 1-1/2% per month, not to exceed 19% per annum. Owner/Customer agrees to indemnify the Contractor harmless from any costs or expenses incurred in the collection of the defaulted account, or in any part thereof, including all reasonable attorney fees, court cost, etc.

All services in Denver County subject to Denver County Tax



Upon signing above, I issue my personal guarantee of payment, which will be remitted upon invoice. Additional charges of 3.5% for credit card usage. All invoices are due and payable upon receipt. In the event the amount of an invoice is not paid within 30 days from the date of the invoice, the account shall be deemed to be in default and Contractor reserves the right to cease any further work until the account is brought current. Any invoice not paid within 30 days from the date of the invoice shall accrue interest at the maximum lawful rate of 1-1/2% per month, not to exceed 19% per annum. Owner/Customer agrees to indemnify the Contractor harmless from any costs or expenses incurred in the collection of the defaulted account, or in any part thereof, including all reasonable attorney fees, court cost, etc.

All services in Denver County subject to Denver County Tax



PUC T-4269
303-777-2448

TOWING AGREEMENT

THIS AGREEMENT is made and entered into by and between Towing Operations, LLC dba Wyatts Towing (“Wyatts”), and _____, who is the Owner/Management/Agent (“Owner”) of _____ (“Property”).

Now therefore, upon consideration, the receipt of which is hereby acknowledged, the parties agree as follows;

Towing Service: Wyatts will promptly remove vehicles from the Property in accordance with the terms of this Agreement, and at the request of Owner. The terms of the ticketing and towing will be governed by the Parking Rules Addendum. Owner agrees to notify Wyatts in writing of any changes to parking or towing policies. Wyatts will report all towed vehicles to the proper authorities upon removal, and will impound such vehicles at one of the following locations:

- *5130 Brighton Boulevard, Denver, CO 80216*
- *13202 E Adam Aircraft Circle, Englewood, CO 80112*
- *other such facilities leased or owned by Wyatts*

Authorization: Owner authorizes Wyatts, and specified Wyatts employees to post signs and tow and impound vehicles described above by the Owner’s request. The list of Authorized Signers is found in the Authorized Signers Addendum. Owner acknowledges that this Authorized Signers Addendum will be updated from time to time to contain the current list of Wyatts employees who are authorized to sign the tow authorization. Owner hereby authorizes the employees on the Authorized Signers Addendum (as amended from time to time) to authorize the towing vehicles from the Property.

Indemnity: Wyatts will assume responsibility for any damage or injuries which result from Wyatts’ negligence and occur during the towing of any motor vehicle under this agreement. Wyatts agrees to indemnify and hold harmless the Owner for said damages.

Signage: Wyatts will provide signs free of charge for the entrances of the Property and additional signs as requested by the Property. Custom signage may be at the Property’s expense.

Termination: This Agreement shall be in force for a period of one year from the date of the Agreement. The Agreement shall renew automatically each year for an additional year unless cancelled. Notwithstanding the term of the Agreement, this Agreement may be terminated by either party upon thirty days written notice.

Tow Charges: The maximum rates for a nonconsensual tow from private property, and the maximum drop charge if the vehicle is retrieved before removal from the private Property, are set by rule of the Public Utilities Commission. The Owner will not be responsible for paying any fees for nonconsensual tows, instead, such fees will be paid by the Owner of the vehicle.

Entire Agreement: This agreement, including the Addendums referenced herein, constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to this subject matter.



Property Information Addendum

Property Name: _____
Address: _____ City: _____ State: CO Zip _____
Onsite Contact: _____ Title _____
Phone _____ Alt Phone _____ Fax _____

Manager or Management Company Name: _____
Contact Person(s): _____
Address: _____ City: _____ State: _____ Zip _____
Phone: _____ Alt Phone _____ Fax _____

Persons Authorized to Request Tows on behalf of Owner:

By default, all employees/ agents of your company are authorized to call in tows. If you want only specified people to have this authority, please check this box and list the names below.

NAME	PHONE	TITLE/POSITION

If you have "Parking Rules and Regulations" please provide us with a copy

Do your tenants have assigned spaces? _____ If yes how are they labeled? _____

Are tenants allowed to call in vehicles' parked in their assigned spaces? _____ If yes, what proof is tenant required to show driver prior to signing authorization _____ (Lease, driver's license, etc.)

Do you use parking permits? _____ If yes, please give a tag description and procedure for obtaining a permit or other relevant information _____

Special Instructions: _____

Date _____ Completed by _____



Parking Rules Addendum

Property Name: _____

PARKING VIOLATION	24+ HOUR		IMMEDIATE TOW		N/A	
Blocking Driveway/ Roadway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No Parking Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disabled Parking Area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire Zone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resident Reserved Parking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Blocking Access	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Abandoned	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No Parking Area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Not in a Designated Parking Space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Double Parked	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No Plates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unauthorized	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inoperable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parked on Landscaping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resident in Visitor Parking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unauthorized Commercial Vehicle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Visitor Parking Over xx Hours	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unauthorized RV/ Trailer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No Street Parking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Obstructing Maintenance Area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electric Vehicle Space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: The Parking Rules Addendum will be updated from time to time at the request of the customer. Future updated versions of the addendum will be kept in a fully accessible electronic database.

Ticket Expiration Time 24 48 other _____

Vehicles will be towed without further notice if violation persists after ticket expiration

Patrol Times Requested: 24/7 **After Hours Only** **Other** _____

Special Instructions

Date

Authorized Signature



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: September 2, 2022

RE: Notice of 2023 Rate Increase

A rectangular box containing 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 (8.5%) 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.