

THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6

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

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expiration</u>
Robert N. Martin	President	2022/May 2022
Stanley DePue	Treasurer	2023/May 2023
William Paris	Assistant Secretary	2023/May 2023
Nancy Boehler	Assistant Secretary	2023/May 2023
Eric Kubly	Assistant Secretary	2022/May 2022
Ann E. Finn	Secretary	

DATE: October 11, 2021

TIME: 1:30 p.m.

PLACE: Philip S. Miller Library
GSWC Conference Room
100 S. Wilcox Street
Castle Rock, Colorado

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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

C. Review and approve the Minutes of the July 8, 2021 Special Meeting (enclosure).

D. Consider Regular Meeting dates for 2022 (suggested dates are June 13 and October 10, 2022 at 1:30 p.m.). Review and consider approval of Resolution No. 2021-10-____; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices (enclosure).

E. Discuss §32-1-809, C.R.S., Transparency Notice reporting requirements and mode of eligible elector notification (2022 SDA Website).

II. PUBLIC COMMENTS

- A. Members of the public may express their views to the Board on matters that affect the District that are not otherwise on the agenda. Comments will be limited to three (3) minutes per person.
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III. FINANCIAL MATTERS

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

Fund	Period ending June 30, 2021	Period ending July 31, 2021	Period ending August 31, 2021	Period ending Sept. 31, 2021
General	\$ 24,763.44	\$ 8,982.51	\$ 12,466.92	\$ 12,747.97
Debt	\$ -0-	\$ 630.00	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 24,763.44	\$ 9,612.51	\$ 12,466.92	\$ 12,747.97

- B. Review and accept unaudited quarterly financial statements through the period ending _____, 2021 and the schedule of cash position statement dated _____, 2021 (to be distributed).
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- C. Consider engagement of Dazzio & Associates, PC for preparation of 2021 Audit, in the amount of \$4,900 (enclosure).
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- D. Conduct Public Hearing to consider Amendment to 2021 Budget (if necessary) and consider adoption of Resolution No. 2021-10-____, Resolution of The Villages at Castle Rock Metropolitan District No. 6 to Amend the 2021 Budget (if necessary).
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- E. Conduct Public Hearing on the proposed 2022 Budget and consider adoption of Resolution No. 2021-10-____, Resolution of The Villages at Castle Rock Metropolitan District No. 6 to Adopt the 2022 Budget and Appropriate Sums of Money, and Resolution No. 2021-10-____, Resolution of The Villages at Castle Rock Metropolitan District No. 6 to Set Mill Levies for General Fund _____, Debt Service Fund _____, and Other Fund(s) _____ for a total mill levy of _____ (enclosures – preliminary AV, and Resolutions, to be distributed - draft 2022 Budget).
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- 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.
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- G. Consider appointment of District Accountant to prepare the 2023 Budget.
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IV. LEGAL MATTERS

- A. Consider adoption of Resolution No. 2021-10-____; Resolution of the Board of Directors of The Villages at Castle Rock Metropolitan District No. 6 Regarding Continuing Disclosure Policies and Procedures for Series 2021 Bonds (enclosure).
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- B. Consider adoption of Resolution No. 2021-10-____; Resolution Calling a Regular Election for Directors on May 3, 2022, appointing the Designated Election Official (“DEO”), and authorizing the DEO to perform all tasks required for the conduct of mail ballot election (enclosure). Self-Nomination forms are due by February 25, 2022. Discuss the need for ballot issues and/or questions.
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V. OPERATION AND MAINTENANCE

- A. Review and consider approval of a proposal from All Phase Landscape Construction, Inc. for additional detention pond work (enclosure).
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- B. Review proposals from All Phase Landscape Construction, Inc. and CDI Environmental Contractor for 2022 Detention Pond Maintenance and consider approval of a Service Agreement for 2022 Detention Pond Maintenance (enclosures).
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VI. ADJOURNMENT

THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2021.

Additional Enclosures:

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

RECORD OF PROCEEDINGS

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
HELD
JULY 8, 2021**

A Special Meeting of the Board of Directors of The Villages at Castle Rock Metropolitan District No. 6 (referred to hereafter as the “Board”) was convened on Thursday, the 8th day of July, 2021, at 11:30 a.m. The meeting was open to the public.

Due to concerns regarding the spread of the coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, the District Board meeting was held by Zoom video/telephone conference. Mr. Cohrs was present at the physical location at the Philip S. Miller Library, GSWC Conference Room, 100 S. Wilcox Street, Castle Rock, CO 80104. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Robert Martin
Stanley DePue
William Paris
Nancy Boehler
Eric Kubly

Also In Attendance Were:

Ann E. Finn and Matt Cohrs; Special District Management Services, Inc. (Mr. Cohrs also present at the physical meeting location)

MaryAnn M. McGeady, Esq. and Suzanne Meintzer, Esq.; McGeady Becher P.C.

Lindsay Ross; CliftonLarsonAllen LLP

Michael Baldwin, Aliraza Hassan and Simon Wirecki; Jefferies LLC

Kamille Curylo, Esq. and Joshua Kerstein, Esq.; Kutak Rock LLP

Nick Taylor; North Slope Capital Advisors

DISCLOSURE OF POTENTIAL CONFLICTS OF

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

RECORD OF PROCEEDINGS

INTEREST

Directors and to the Secretary of State. Ms. Finn 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 disclosures made by the Board members prior to this meeting in accordance with the statute. Attorney McGeady noted that conflict disclosure statements for Directors Kubly and Martin have been filed, and no additional disclosures were made at the meeting.

ADMINISTRATIVE MATTERS

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

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

Meeting Location/Manner and Posting of Meeting Notice: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. The Board noted that due to concerns regarding the spread of the coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, the District Board meeting was held by Zoom video/telephone conference. Mr. Cohrs was present at the at the physical location at the Philip S. Miller Library, GSWC Conference Room, 100 S. Wilcox Street, Castle Rock, CO 80104.

Ms. Finn reported that notice was duly posted and that no objections to the video/telephonic manner of the meeting or any requests that the video/telephonic manner of the meeting be changed by taxpaying electors within the District boundaries have been received.

Minutes: The Board reviewed the Minutes of the June 17, 2021 Special Meeting and the June 23, 2021 Special Meeting.

Following discussion, upon motion duly made by Director Paris, seconded by Director DePue and, upon vote, unanimously carried, the Minutes of the June 17, 2021 Special Meeting and the June 23, 2021 Special Meeting were approved, as presented.

PUBLIC COMMENT

There were no public comments.

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FINANCIAL MATTERS

2020 Audit: Ms. Ross reviewed the draft 2020 Audit with the Board.

Following review and discussion, upon motion duly made by Director Paris, seconded by Director DePue, and upon vote, unanimously carried, the Board approved the 2020 Audited Financial Statements and authorized execution of the Representations Letter, subject to final legal review and receipt of an Unmodified Opinion Letter from the Auditor.

LEGAL MATTERS

Issuance of the District's Limited Tax General Obligation Refunding Bonds, Series 2021A (the "Series 2021A Senior Bonds"), and the District's Subordinate Limited Tax General Obligation Refunding Bonds, Series 2021B (the "Series 2021B Subordinate Bonds" and together with the Series 2021A Senior Bonds, the "Bonds"), in a combined maximum aggregate principal amount for the Bonds of up to \$65,000,000:

Executive Session: Pursuant to Section 24-6-402(4) of the Colorado Revised Statutes, upon motion duly made by Director Paris seconded by Director DePue and upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session at 11:46 a.m. for the purpose of receiving legal advice on specific legal questions regarding debt restructuring, as authorized by Sections 24-6-402(4)(b) and (e), C.R.S.

Furthermore, pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., no record will be kept of those portions of the executive session that, in the opinion of the Board's attorney, constitute privileged attorney-client communication pursuant to Section 24-6-402(4)(b), C.R.S.

The Board reconvened in regular session at 12:30 p.m., and authorized the presentation by Jefferies LLC (discussed below) to be attached to the meeting minutes for the record.

Presentation by Jefferies LLC: Messrs. Baldwin and Wirecki updated the Board regarding negotiations with the majority bondholders and noted that they are willing to participate in the debt restructuring. Mr. Baldwin provided an overview of the debt restructuring and progress made to date. Following discussion, as noted above, the Board authorized the Jefferies LLC presentation to be attached to the meeting minutes for the record.

Tender Offer Resolution: Attorney Curylo reviewed with the Board a Tender Offer Resolution to relaunch the tender offer and exchange.

Following review and discussion, upon motion duly made by Director Paris, seconded by Director DePue, and upon vote, unanimously carried, the Board

RECORD OF PROCEEDINGS

approved the Tender Offer Resolution, subject to receipt of consent by the subordinate bondholder.

Schedule of Events: Mr. Baldwin noted the Bonds closing is scheduled for July 15, 2021. Attorney Curylo discussed pre-closing and closing matters, including the process for signing final documents.

Costs of Issuance: Mr. Wirecki updated the Board on the estimated Costs of Issuance.

Engagement Letter with North Slope Capital Advisors for Revised Scope of Municipal Advisory Services: The Board reviewed an Engagement Letter with North Slope Capital Advisors (“North Slope”) for a revised scope of municipal advisory services.

Following review and discussion, upon motion duly made by Director Paris, seconded by Director DePue, and upon vote, unanimously carried, the Board ratified approval of the Engagement Letter with North Slope for a revised scope of municipal advisory services.

Report from North Slope Concerning the Debt Restructuring: Mr. Taylor noted that North Slope’s Certificate will be delivered at closing.

Other: There were no other Bonds-related topics to discuss.

OTHER BUSINESS

Attorney Meintzer noted for the Board that the trail connection that is the subject of the Easement Agreement with the Town (previously approved by the Board) will be concrete not crusher fines.

ADJOURNMENT

Following discussion, upon motion duly made by Director Paris, seconded by Director DePue and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: _____
Secretary for the Meeting

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ATTORNEY STATEMENT REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing The Villages at Castle Rock Metropolitan District No. 6, I attended the executive session meeting of The Villages at Castle Rock Metropolitan District No. 6 convened at 11:46 a.m. on July 8, 2021, for the sole purpose of receiving legal advice on specific legal questions regarding debt restructuring, as authorized by Sections 24-6-402(4)(b) and (e), C.R.S. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Signed: _____
MaryAnn M. McGeady, Attorney for the District

Dated: July 8, 2021 _____

RESOLUTION NO. 2021- 10 - ____

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Villages at Castle Rock Metropolitan District No. 6 (the “**District**”), Douglas, Colorado:

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

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

3. That regular meetings of the District Board for the year 2022 shall be held on June 13, 2022 and October 10, 2022 at 1:30 p.m., at Philip S. Miller Library, 100 S. Wilcox Street, Castle Rock, Colorado 80104.

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

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

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

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

a. Recreation Center, 7846 Oasis Drive, Castle Rock, Colorado 80108

8. Eric Kubly, or his/her designee, is hereby appointed to post the above-referenced notices.

[SIGNATURE PAGE FOLLOWS]

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

RESOLUTION APPROVED AND ADOPTED on October 11, 2021.

**VILLAGES AT CASTLE ROCK
METROPOLITAN DISTRICT NO. 6**

By: _____
President

Attest:

Secretary

Villages at Castle Rock Metropolitan District No. 6
June-21

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
All Phase Landscape	M0102203	6/1/2021	7/1/2021	\$ 1,212.48	Expense - Pond Maintenance	107800
CliftonLarsonAllen LLP	2911868	5/31/2021	5/31/2021	\$ 4,346.74	Accounting	107000
CliftonLarsonAllen LLP	2865831	5/13/2021	5/13/2021	\$ 4,172.39	Accounting	107000
MCGEADY BECHER P.C.	39M 05/2021	5/31/2021	5/31/2021	\$ 10,055.15	Legal	107460
Special District Mgmt. Services, Inc	May-21	5/31/2021	5/31/2021	\$ 1,062.00	Bond Issue Costs	107835
Special District Mgmt. Services, Inc	May-21	5/31/2021	5/31/2021	\$ 3,914.68	District Management	107440
				\$ 24,763.44		

Villages at Castle Rock Metropolitan District No. 6
June-21

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 24,763.44			\$ 24,763.44
	-			
Total Disbursements from Checking Accounts	\$ 24,763.44	\$ -	\$ -	\$ 24,763.44

Villages at Castle Rock Metropolitan District No. 6
July-21

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
All Phase Landscape	M0102592	7/1/2021	7/11/2021	\$ 1,212.48	Expense - Pond Maintenance	107800
CliftonLarsonAllen LLP	2940241	6/30/2021	6/30/2021	\$ 3,589.43	Accounting	107000
Special District Mgmt. Services, Inc	Jun-21	6/30/2021	6/30/2021	\$ 630.00	District management	207440
Special District Mgmt. Services, Inc	Jun-21	6/30/2021	6/30/2021	\$ 4,180.60	District Management	107440
				\$9,612.51		

Villages at Castle Rock Metropolitan District No. 6
July-21

	General	Debt	Capital	Totals
Disbursements	\$ 8,982.51	\$ 630.00		\$ 9,612.51
	-			
<u>Total Disbursements from Checking Ac</u>	<u>\$ 8,982.51</u>	<u>\$ 630.00</u>	<u>\$ -</u>	<u>\$ 9,612.51</u>

Villages at Castle Rock Metropolitan District No. 6
August-21

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
All Phase Landscape	MO102934	8/1/2021	8/31/2021	\$ 1,212.48	Expense - Pond Maintenance	107800
CliftonLarsonAllen LLP	2970913	7/31/2021	7/31/2021	\$ 2,187.10	Accounting	107000
MCGEADY BECHER P.C.	39M 06/2021	6/30/2021	6/30/2021	\$ 6,501.50	Legal	107460
Special District Mgmt. Services, Inc	Jul-21	7/31/2021	7/31/2021	\$ 594.00	District management	207440
Special District Mgmt. Services, Inc	Jul-21	7/31/2021	7/31/2021	\$ 1,971.84	District Management	107440
				\$12,466.92		

Villages at Castle Rock Metropolitan District No. 6
August-21

	General	Debt	Capital	Totals
Disbursements	\$ 12,466.92			\$ 12,466.92
	-			
Total Disbursements from Checking Ac	\$ 12,466.92	\$ -	\$ -	\$ 12,466.92

Villages at Castle Rock Metropolitan District No. 6
September-21

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
All Phase Landscape	MO103310	9/1/2021	9/30/2021	\$ 1,212.48	Expense - Pond Maintenance	107800
CliftonLarsonAllen LLP	2998671	9/10/2021	9/10/2021	\$ 1,498.77	Accounting	107000
Dazzio & Associates, PC	503	9/9/2021	9/9/2021	\$ 4,900.00	Auditing	107020
MCGEADY BECHER P.C.	39M 07/2021	7/31/2021	7/31/2021	\$ 2,524.00	Legal	107460
Special District Mgmt. Services, Inc	Aug-21	8/31/2021	8/31/2021	\$ 1,230.70	District Management	107440
Stanley DePue	91621	9/16/2021	9/16/2021	\$ 691.01	Miscellaneous	107480
William R. Paris	91621	9/16/2021	9/16/2021	\$ 691.01	Miscellaneous	107480
				\$12,747.97		

Villages at Castle Rock Metropolitan District No. 6
September-21

	General	Debt	Capital	Totals
Disbursements	\$ 12,747.97			\$ 12,747.97
	-			
<u>Total Disbursements from Checking Ac</u>	<u>\$ 12,747.97</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 12,747.97</u>



Dazzio & Associates, PC

Certified Public Accountants

September 22, 2021

To the Board of Directors and Management
The Villages at Castle Rock Metropolitan District No. 6
c/o Special District Management Services
141 Union Boulevard, Suite 150
Lakewood, Colorado 80228

We are pleased to confirm our understanding of the services we are to provide The Villages at Castle Rock Metropolitan District No. 6 (the District) for the year ended December 31, 2021.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund and the disclosures, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2021.

We have also been engaged to report on supplementary information that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Revenues, Expenditures and Changes in Fund Balance –Budget and Actual – Debt Service Fund

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

- 1) Schedule of Assessed Valuation, Mill Levy and Property Taxes Collected

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. 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. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, confirmation of certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations

from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. 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, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Dazzio & Associates, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulatory agency or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Dazzio & Associates, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to a regulatory agency or its designee. The regulatory agency or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Stephen Dazzio is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$4,900. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your

account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of The Villages at Castle Rock Metropolitan District No. 6’s financial statements which, if applicable, will also address other information in accordance with *AU-C 720, The Auditor’s Responsibilities Relating to Other Information Included in Annual Reports*. Our report will be addressed to the Board of Directors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Duggio & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of The Villages at Castle Rock Metropolitan District No. 6.

Management signature: _____

Title: _____

Date: _____

Board signature: _____

Title: _____

Date: _____

CERTIFICATION OF VALUATION BY DOUGLAS COUNTY ASSESSOR

Name of Jurisdiction: **4075-Villages at Castle Rock Metro District 6**

Date: 8/23/2021

New Entity: **No**

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

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

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$38,477,700
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION‡	\$43,219,670
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$43,219,670
5. NEW CONSTRUCTION: *	\$3,270,590
6. INCREASED PRODUCTION OF PRODUCING MINES: ~	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ~	\$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.): **	\$0
10. TAXES COLLECTED 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:	\$0
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a))	\$0

‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec. 20(8)(b), Colo. Constitution.
 * New Construction is defined as: Taxable real property structures and the personal property connected with the structure.
 ~ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.
 ** Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b), C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2021 IN DOUGLAS COUNTY, COLORADO ON AUGUST 25, 2021.

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$587,797,447
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$45,742,644
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0
<small>(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.)</small>	
DELETIONS FROM TAXABLE REAL PROPERTY:	
8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$0

@ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.
 ! Construction is defined as newly constructed taxable real property structures.
 % Includes production from new mines and increases in production of existing producing mines.

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

TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY: \$0

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

HB21-1312 ASSESSED 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.

RESOLUTION NO. 2021 – 10 - ____
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
TO ADOPT THE 2022 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Villages at Castle Rock Metropolitan District No. 6 (“District”) has appointed the District Accountant to prepare and submit a proposed 2022 budget to the Board at the proper time; and

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

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on October 11, 2021, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Villages at Castle Rock Metropolitan District No. 6:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Villages at Castle Rock Metropolitan District No. 6 for the 2022 fiscal year.
2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

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

ADOPTED this 11th day of October, 2021.

Secretary

(SEAL)

EXHIBIT A
(Budget)

I, Ann Finn, hereby certify that I am the duly appointed Secretary of the Villages at Castle Rock Metropolitan District No. 6, and that the foregoing is a true and correct copy of the budget for the budget year 2022, duly adopted at a meeting of the Board of Directors of the Villages at Castle Rock Metropolitan District No. 6 held on October 11, 2021.

By: _____
Secretary

RESOLUTION NO. 2021 - 10 - ____
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Villages at Castle Rock Metropolitan District No. 6 (“District”) has adopted the 2022 annual budget in accordance with the Local Government Budget Law on October 11, 2021; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Villages at Castle Rock Metropolitan District No. 6:

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

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

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

ADOPTED this 11th day of October, 2021.

Secretary

(SEAL)

EXHIBIT A
(Certification of Tax Levies)

RESOLUTION NO. 2021-10-____

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
REGARDING CONTINUING DISCLOSURE POLICIES AND PROCEDURES FOR
SERIES 2021 BONDS**

A. The Villages at Castle Rock Metropolitan District No. 6, Town of Castle Rock, Colorado (the “**District**”) has entered into the continuing disclosure undertaking(s) set forth in **Exhibit A** attached hereto (referred to collectively herein, whether one or more than one, the “**Continuing Disclosure Undertaking**”).

B. The Board of Directors of the District (the “**Board**”) desires to adopt policies and procedures in an effort to ensure compliance by the District with its obligations set forth in the Continuing Disclosure Undertaking (the “**Continuing Disclosure Policy**”) relative to the District’s \$29,245,000 Limited Tax General Obligation Refunding Bonds, Series 2021A (“**Series 2021A Bonds**”) and \$27,709,000 Subordinate Limited Tax General Obligation Refunding Bonds, Series 2021B (“**Series 2021B Bonds**,” and together with the 2021A Bonds, the “**Series 2021 Bonds**”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6, TOWN OF CASTLE ROCK, COLORADO:

1. The Continuing Disclosure Policy relative to the District’s Series 2021 Bonds, as hereby approved, adopted and made a part of the public records of the District, shall be to impose the procedures set forth in **Exhibit B** attached hereto (the “**Compliance Procedures**”).

2. The Board hereby delegates the tasks and responsibilities set forth in the Compliance Procedures to the responsible parties as set forth therein.

3. The Continuing Disclosure Policy is intended to supplement any previous post-issuance compliance procedures that may have been adopted by the District and any procedures evidenced in writing by any Official Statement or continuing disclosure undertaking heretofore or hereafter issued, entered into or executed and delivered by the District or on its behalf.

4. The Board may revise the Continuing Disclosure Policy from time to time as the Board deems necessary or desirable to comply with federal and state securities laws or otherwise as the Board may determine in its sole discretion.

5. Prior to the engagement of the responsible parties listed in the Compliance Procedure, and other consultants as may be applicable with respect to the Continuing Disclosure Undertaking, such responsible parties and consultants shall be required to review and comply with the Continuing Disclosure Policy, including, without limitation, the responsibilities set forth in the Compliance Procedures.

6. Within thirty (30) days, or earlier if necessary, of entering into any new continuing disclosure undertaking and/or with respect to any changes or modifications to the

Continuing Disclosure Undertaking, the responsible parties and consultants shall meet with bond counsel and disclosure counsel to review the continuing disclosure compliance requirements and develop a process for compliance with respect to such new and/or changed continuing disclosure undertaking.

RESOLUTION APPROVED AND ADOPTED on October 11, 2021.

**THE VILLAGES AT CASTLE ROCK
METROPOLITAN DISTRICT NO. 6**

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT A

Continuing Disclosure Undertaking

Attach Continuing Disclosure Agreement

EXHIBIT B

Compliance Procedure

The Villages at Castle Rock Metropolitan District No. 6, Town of Castle Rock, Douglas County, Colorado

\$29,245,000 Limited Tax General Obligation Refunding Bonds, Series 2021A and \$27,709,000 Subordinate Limited Tax General Obligation Refunding Bonds, Series 2021B

Subject to SEC Rule 15c2-12: NO

FINANCIAL DISCLOSURES	
Submittal Date to Trustee	Required Documentation Prepared By:
<p>Quarterly Reports¹</p> <ul style="list-style-type: none"> • May 5 • August 5 • November 5 • February 5 <p>commencing with the Quarterly Report due to the Trustee on November 5, and to MSRB on November 15, 2021 (for the quarter ending September 30, 2021)</p>	<p>Section 1 of the Quarterly Report²: Richmond American Homes of Colorado, Inc. (“Developer”) to provide the following to CliftonLarsonAllen LLP (“Accountant”) at least thirty (30) days prior to submittal date:</p> <ul style="list-style-type: none"> • Chart of construction and sales of homes (Section 1(a))
	<p>Section 2 of the Quarterly Report: U.S. Bank National Association (“Trustee”) to provide the fund balances to the Accountant on each March 31, June 30, September 30, and December 31, respectively.</p>
	<p>Section 3 of the Quarterly Report: Accountant to complete:</p> <ul style="list-style-type: none"> • History of Assessed Valuations and Mill Levies for the District; • Property Tax Collections for the District; • Valuation of Classes of Property in the District. • Attached Audited Annual Financial Statements. <p>SECTION 3 ONLY REQUIRED FOR THE QUARTERLY REPORT DUE NOVEMBER 5 (FOR THE QUARTER ENDING SEPTEMBER 30)</p>
<p>Annual Financial Reports November 15 of each year (commencing after the Annual Report Conversion Date, as defined in Exhibit A, Continuing Disclosure Agreement)</p>	<p>Accountant to complete Section 2*and 3 discussed above.</p> <p>*Trustee to provide the fund balances to the Accountant on September 30.</p>
<p>Annual Budget Reports January 31 of each year, commencing with the Annual Budget Report due February 15, 2022 (for the year beginning January 1, 2022)</p>	<p>Section 1 of the Annual Budget Report: Accountant to include the following:</p> <ul style="list-style-type: none"> • Adopted Budget
	<p>Section 2 of the Annual Budget Report: Accountant to include the following:</p> <ul style="list-style-type: none"> • Assessed Value of the District • “Actual Value” of the District
	<p>Section 3 of the Annual Budget Report: Accountant to include the following:</p> <ul style="list-style-type: none"> • Mill levies certified by the District

¹ Quarterly Reports are due prior to the Annual Financial Report Conversion Date (as defined in **Exhibit A**, Continuing Disclosure Agreement), and Annual Financial Reports are due after such Annual Financial Report Conversion Date.

² The obligation of the Developer relative to Section 1 of the Quarterly Report terminates after the Annual Financial Report Conversion Date.

Procedure:

1. Accountant will prepare first draft of the report due.
2. Accountant to submit report to Trustee on applicable submittal date and shall simultaneously forward a copy of the submittal to McGeady Becher P.C. at continuingdisclosure@specialdistrictlaw.com.

<u>NOTICE OF MATERIAL EVENT</u>		
Reporting / Submittal Deadlines	Responsible Party to Report Event of Default	Party Responsible to Notify Trustee of Event of Default
District shall cause the Trustee to provide, in a timely manner, a notice of a material event	Accountant, McGeady Becher P.C., or anyone who obtains actual knowledge of the occurrence of a material event	Accountant or McGeady Becher P.C.

RESOLUTION NO. 2021-10-___

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 3, 2022**

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Villages at Castle Rock Metropolitan District No. 6 (the “**District**”) of the County of Douglas, Colorado:

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

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

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

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

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

6. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with the Designated Election Official of the District, Special District Management Services, c/o Ann E. Finn, 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, (303) 987-0835,

between the hours of 8:00 a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 26, 2022).

Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from Ann E. Finn, the Designated Election Official for the Villages at Castle Rock Metropolitan District No. 6, c/o Ann E. Finn at Special District Management Services, 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, (303) 987-0835.

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

8. 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.

9. 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.

10. Effective Date. The provisions of this Resolution shall take effect as of the date adopted and approved by the Board of Directors of The Villages at Castle Rock Metropolitan District No. 6.

[SIGNATURE PAGE FOLLOWS]

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

RESOLUTION APPROVED AND ADOPTED on October 11, 2021.

**THE VILLAGES AT CASTLE ROCK
METROPOLITAN DISTRICT NO. 6**

By: _____
President

Attest:

Secretary

 **AGREEMENT** 

Contracting Officer: Villages at Castle Rock Metro District #6

Bid Date: 30-Sep-2021

Contracting Officer Address: 141 Union Blvd. Suite #150 Lakewood, CO 80228

Contact: Ann Finn/ Robert Graham

Job #: 71042

Phone: 303-987-0835, 720-2709822

Fax: 303-987-2032

E-mail: afinn@sdmsi.com, rgraham@sdmsi.com

Project/Site Name: Villages at Castle Rock Metro District #6

Project/Site Address: West side of Parker Rd. and Castle Oaks Dr. Castle Rock, CO 80108

County: Douglas

Contractor: **All Phase Landscape Construction, Inc. (All Phase Landscape)**

Contact: Brian Sprague

Office: 16080 Smith Rd. Aurora, CO. 80011

Phone: 303.360.0606 / Fax: 303.360.7979

Cell phone: 720.934.7480

E-mail: BSprague@allphaselandscape.net

RE: Detention Pond Clean Out

All voluntary woody plant material and small trees under 2" caliber will be removed.

Remove sediment accumulated in the detention pond, trickle channels, forebays and other concrete features

Removal of above material will occur at Pond 13,1,5,7, and 3. \$10,400.00

Grand total:

The minimum billing amount for "Time and Materials" work is 1 crew hour (\$150.00), plus materials.

For Time and Material services: billed according to material prices at the time that work is performed and per Contractor's 2021 hourly labor/equipment rates.

(If additional space is needed for bid, see attached sheet titled, 'Bid Information, Continued')

Irrigation repairs, adjustments, or needs that come about as a result of planting new (or replacement) plants or trees are NOT included in the price of planting.

***This price proposal is subject to the Contracting Officer and All Phase Landscape agreeing on a mutually acceptable contract for the work.**

All bids \$25,000 or less - To expedite the work, the Contractor requires signing of this 3 page agreement. If another contract document is requested, it may void this proposal and may delay work. Any request to use another document is subject to Section 12 and a separate administrative fee.

All bids over \$25,000 - To expedite the work, sign this 3 page agreement. If Contracting Officer has a separate contract document, see Section 12 below. Note that extra time is needed for Contractor to review all terms/conditions and to negotiate a final contract. **A separate administrative review fee will be charged to Contracting Officer.**

General Terms and Conditions

- 1) This Agreement is made by and between the Contracting Officer (defined above) and All Phase Landscape (Contractor).
- 2) Contractor agrees to provide all labor, transportation, supervision, and equipment necessary to carry out the approved services, whether by Contractor or subcontractor. Work approved by Contracting Officer will be performed according to accepted industry standards.
- 3) Contractor maintains adequate insurance according to industry standards.
- 4) Licensing, building, and contracting fees and permits are NOT included in the bid price unless specifically mentioned in bid above.
- 5) 'All Phase Landscape' and 'All Phase Landscape Construction, Inc.' are the same entity.
- 6) Contracting Officer specifically agrees to INDEMNIFY, DEFEND, AND HOLD HARMLESS Contractor, Contractor's employees, and subcontractors used by Contractor (collectively "Contractor Indemnitees") for, from, and against any claims, suits, damages, injuries, losses, and expenses, including but not limited to attorney fees and court costs, that occur as a result of or are directly related to the performance of work by Contractor Indemnitees under this Agreement. Contracting Officer, however, shall not be obligated under this Agreement to indemnify, defend or hold harmless the Contractor Indemnitees to the extent that the Contractor Indemnitees are negligent in the cause of said

INITIALS: _____ / _____
Contracting Officer / Date

_____ / _____
All Phase Landscape / Date

- claims, suits, damages, injuries, losses, and expenses. The Contracting Officer and Contractor shall be responsible for investigating all claims.
- 7) The Contracting Officer must notify Contractor in writing of any property damage alleged to have been caused by Contractor or its sub-contractor within thirty (30) days of event of said property damage. If Contractor is not notified in writing by Contracting Officer within thirty (30) days of event of said damage, neither the Contractor nor its subcontractor will be held liable for said damage. If Contractor is notified in writing within thirty (30) days of event of said damage, Contractor and Contracting Officer will investigate the claim. Contractor will present the findings and conclusion of its investigation to the Contracting Officer. If such investigation clearly determines that Contractor or its sub-contractor is responsible for said damage, Contractor will be responsible to remedy said damage but only to the extent that Contractor or its subcontractor has been negligent in the cause of said damage. In such case, Contractor will be given the opportunity to remedy applicable damages within a reasonable time frame. If the Contracting Officer disagrees with the findings and conclusion of the Contractor investigation, Contracting Officer must notify the Contractor in writing within fifteen (15) days of Contractor's presentation of its findings and conclusion to the Contracting Officer. If Contractor is NOT notified in writing within fifteen (15) days of Contractor's presentation of its findings and conclusion to Contracting Officer, the Contracting Officer will accept the Contractor's findings and conclusion as final and binding and Contracting Officer will SPECIFICALLY WAIVE THE RIGHT to pursue any other alternate resolution or claim. If Contracting Officer DOES notify Contractor in writing of its disagreement with the findings and conclusion of Contractor investigation within said fifteen (15) days and the parties are unable to come to an agreement as to responsibility for damage, the parties shall proceed pursuant to Section 14 below. The Contractor is NOT responsible for damages caused by Acts of God (e.g. storm damages from snow, wind, hail, etc.), vandalism, the negligent acts (active or passive) or omissions of others, normal operation of the irrigation system, or any other claims not directly attributable to its work.
- 8) **LIMITED LIABILITY WARRANTY** - Contractor warrants to the Contracting Officer that materials furnished under this Agreement will be of good quality and will be new unless otherwise required or permitted by this Agreement, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of this Agreement. Contractor will warrant all plant material, landscape installation, irrigation work, or other work that it has installed for a period of one (1) year from date of installation providing that all applicable plant material, landscape installation, irrigation system and/or other work has been properly maintained by Contracting Officer during the one (1) year period after installation. All implied and/or express warranties will not extend beyond the period of one (1) year from the date of installation. THIS WARRANTY IS PROVIDED IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY CONTRACTOR. This warranty excludes any remedy for damages or defects caused by ordinary wear and tear, improper or insufficient maintenance, insufficient inspections, abuse, vandalism, Acts of God, negligence (active or passive) of Contracting Officer or others, any claim not directly attributable to Contractor's work or materials, delay in notification to Contractor, or modifications performed by others. No other representations or warranties are applicable. Written notice of warranty issues must be received by Contractor before the end of the one (1) year warranty period. If Contractor receives written notice before the end of the one (1) year warranty period, and Contractor agrees that the issue is a valid warranty issue, Contractor will be given the opportunity to repair/replace any defective material or work. Contractor will be given thirty (30) days to commence the repair/replacement of such defective material or work. If the parties cannot resolve a disagreement regarding a warranty issue, parties will proceed pursuant to Section 14 below. During the one (1) year warranty period, if the Contracting Officer fails to notify the Contractor in writing of any defect in the materials and/or work and/or fails to give the Contractor thirty (30) days to commence the repair/replacement of said defect, the Contracting Officer SPECIFICALLY WAIVES THE RIGHT to: a) require repair and/or replacement of defective materials and/or work, and b) make a claim of breach of warranty. This Agreement does NOT include provision of winter watering, irrigation system install, additional irrigation to maintain new plant material, or maintenance of any kind (unless noted and agreed to in above bid price). Any JUNIPERS planted between October 15 through March 31 of any given year are NOT warranted.
- 9) **PAYMENT, IN THE FORM OF A CHECK OR CASHIER'S CHECK, IS DUE IN FULL THE DAY THAT WORK IS COMPLETED** unless the Contracting Officer has a current, signed "Landscape Maintenance Contract" with Contractor for the project or has an established credit account with the Contractor. A credit account will only be extended by the Contractor on a case by case basis. Payment on invoices to clients with said signed "Landscape Maintenance Contract" or with a credit account is due in full within thirty (30) days of invoice date. Contracting Officer agrees to pay 12% interest on any outstanding balance on invoices not paid in full within the time frame outlined above. **Contractor must be notified in writing of any dispute of the billing of any services (or any dispute of a portion of the billed services) within forty-five (45) days of invoice date. If Contractor is not notified in writing within said forty-five (45) days, the Contracting Officer SPECIFICALLY WAIVES THE RIGHT to dispute the billing of services by Contractor and agrees to pay the full amount of the invoice. If only a portion of the services is disputed on any invoice, the Contracting Officer agrees to pay the undisputed portion** of the invoice within thirty (30) days of invoice date and provide written notification to Contractor of disputed portion within the dispute time frame and per the terms noted above. Contracting Officer agrees to pay any and all expenses, including but not limited to attorney fees, accrued by Contractor for collection of past due amounts owed.
- 10) Contractor will not be required to bill or collect from a third party for any materials or performed work. Contracting Officer agrees that it is responsible and liable for full payment on all materials (acquired or installed), equipment and any performed work.
- 11) If Contracting Officer is under contract with a current All Phase Landscape "Landscape Maintenance Contract" at the time any of the approved work on this Agreement is performed, the general terms and conditions of the "Landscape Maintenance Contract" shall also apply to this Agreement. In the event of a conflict between the terms and conditions of this Agreement and the "Landscape Maintenance Contract", the "Landscape Maintenance Contract" shall supersede and govern. If Contracting Officer is NOT under contract with a current All Phase Landscape "Landscape Maintenance Contract", then this document is

INITIALS: _____ / _____
 Contracting Officer / Date All Phase Landscape / Date

the entire Agreement regarding general terms and conditions between the parties. Any prior or subsequent negotiations or considerations not otherwise set forth in this Agreement are not a part of this Agreement. If any additional or subsequent documents are presented or produced by Contracting Officer that contain language contradictory to or are different from the terms and conditions contained in this Agreement, then the parties agree that the terms and conditions of this Agreement shall control. NO additional terms or conditionals shall apply to the work performed under this Agreement unless the additional terms and conditions are specifically signed by both parties.

- 12) If a contract other than this All Phase Landscape Agreement document is to be used, said contract and all associated or linked documents referred to by the contract must be reviewed by All Phase Landscape. Once the contract document and all associated or linked documents are provided to All Phase Landscape, a minimum of 20 days is required to review and endeavor to negotiate a final contract. All Phase Landscape may also require that a separate administrative review fee be paid prior to and for review of any such contract and any associated and linked documents (fee is not included in bid price). The bid price may be modified if there are additional contract costs.
- 13) All terms and conditions related to any work provided at or related to the Project are outlined in this specific Agreement (or additional terms in an alternate master contract if Contractor and Contracting Officer sign an alternate master contract document for this work, other than this specific All Phase Landscape Agreement document). If, at any time, Contracting Officer or any of its agents or representatives request or require Contractor to use purchase orders, work orders, vouchers, tickets, or other such document, process, or number, and whether Contractor uses or does not use what is requested/required, Contractor, Contracting Officer and all of its agents and representatives (the INVOLVED PARTIES) hereby agree that NO terms or conditions from any purchase orders, work orders, vouchers, tickets, or other such document, process, or number shall apply to this specific Agreement (or to any alternate final master contract), to any work performed at or related to the Project, or to any parties. The INVOLVED PARTIES specifically waive, cancel, dismiss, and reject any terms and conditions from or associated with any purchase orders, work orders, vouchers, tickets or other such document process, or number; only accurate scope of work and pricing from such documents may apply. Contractor also specifically reserves the right to charge, and Contracting Officer agrees to pay administrative fees to Contractor for any administrative work on the part of the Contractor due to using, processing, tracking, invoicing, or obtaining a purchase order, work order, voucher, ticket, signature, or other such document, process, or number (fees are NOT included in the quoted Agreement price). Contractor reserves the right to reject or modify any process, procedure, or system related to: invoices, purchase orders, work orders, vouchers, tickets or other such document, process, number, obtaining a signature or other item.
- 14) Except in the case of a mechanics lien, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled as per the following process: a) parties will make every effort to meet and resolve the issue between themselves, b) if unable to resolve in meeting between themselves, then by non-binding mediation, c) if unable to resolve by non-binding mediation, then by binding arbitration. The decision to enter into such arbitration shall be initiated by either party of this Agreement. The substantially prevailing party in any arbitration or litigation shall also be awarded the amount of their attorney fees and any reasonable costs incurred in the arbitration or litigation and shall also collect unpaid invoice balances and interest on unpaid invoice balances .
- 15) Either party may terminate this Agreement upon written notice to the other party. An invoice (s) will be prepared by the Contractor for any work performed prior to the termination effective date and for any materials (acquired or installed) and related costs. The Contracting Officer agrees that it is responsible and liable for full payment on all such work, materials, and costs and agrees to pay all invoices in full within ten (10) days of termination date; all invoices prepared after termination date will be paid in full within ten (10) days of invoice date.
- 16) This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to principles of conflicts of law. The parties agree that sole venue shall be in the state and federal courts located in the State of Colorado and each party hereby consents to jurisdiction of such courts over itself in any action relating to this Agreement.
- 17) Other than receipt of an original, signature of this Agreement may be sent by facsimile (with transmitting machine confirmation) and/or the signed contract transmitted by portable document format ("pdf") file or like format, which shall be treated as an original signature. Any such signature, facsimile, pdf file or like format, or copy of this contract shall be construed and treated as an original and shall be binding as if it were the original.
- 18) If any provision of this Agreement is determined to be unenforceable or invalid for any reason, then the unenforceable and/or invalid portion shall be deemed conformed to the minimum requirements of law to the extent possible. In addition, all other terms, conditions, and provisions of this Agreement shall not be affected and shall continue to be enforceable and valid to the fullest extent permitted by law.
- 19) The failure of Contractor to enforce, at any time or any period of time, any of the terms and conditions of this Agreement shall not be construed as a waiver thereof nor as a waiver of the right to demand enforcement at a later date.
- 20) The quoted bid price listed above is subject to change unless this Agreement is signed by both parties **within thirty (30) days** of the Bid Date. Bid Date is the date typically typed in the top corner of page 1 and above the signature lines on page 3 of this Agreement.
- 21) The signers below represent that they are authorized to sign this document and that they have the authority to bind the entity (including the Owner of the Project) that they are signing for.

Project / site: Villages at Castle Rock Metro District #6

Bid Date: 30-Sep-2021

This Agreement is acknowledged and approved by:

Please initial all pages

Contracting Officer: _____

Date: _____

Contractor:
All Phase Landscape
Construction, Inc. _____

Date: _____

Title: Account Manager _____

Villages at Castle Rock Metropolitan District No. 6



Scope of Work Detention Pond Maintenance

9/13/2021

Robert Graham

Project Manager Special District Management Services

Villages at Castle Rock Metropolitan District No.6

Detention Pond Maintenance Scope of Work for 2022-2024

9/14/21

The following is a list of services to be provided by the contractor from January 1, 2022 through December 31, 2021 for the Villages at Castle Rock Metropolitan District No.6 Castle Rock Colorado

Scope of Work for Detention Pond Maintenance

A. Contractor Requirements

- A. The Contractor shall have a minimum of three (3) years' experience with landscape maintenance on commercial properties.
- B. The Contractor will provide three (3) commercial references.

B. Invoice Details

- A. All invoices are subject for approval by a Villages at Castle Rock Metropolitan District No.6 Representative.

C. Scope of Work the Scope of Work outlined below will be applicable to and an explicit part of any contract awarded as a result of this RFP.

A. General Contractor Requirement:

1. Contractor shall provide all management, tools, supplies, equipment, and labor necessary to ensure that detention pond maintenance services are performed at Villages at Castle Rock Metropolitan District No.6 in a manner that will maintain a satisfactory and safe environment. Contractor shall take all reasonable precautions required to protect landscape areas and property from equipment damage.
2. Contractor shall provide a list of the detention pond maintenance equipment that will be used on site.

B. Detention Pond Maintenance Specifications:

1. The Detention Ponds native grass will be mowed twice annually to occur in the spring and in the fall seasons.
2. All native grass areas will be kept weed free as possible. Two native weed spraying to occur two weeks before the mowing
3. All voluntary woody plant material and small trees under 2" caliber will be removed twice annually to occur in the spring and in the fall.
4. All sediment accumulated in the detention pond, trickle channels, forebays and other concrete features Twice annually to occur in the spring and fall
5. All detention ponds twice annually to occur in the spring and fall to have removed all trash and debris to ensure the inlet and outlet are clear of trash and debris. General trash and debris removal around the pond perimeters and basins shall occur twice a year.
6. All outlet screens will be cleared of debris and trash twice a year.

All questions should be in email form to rgraham@sdmsi.com

Return all proposal to Robert Graham, rgraham@sdmsi.com by October 1, 2021

Pond 13



- Pond 13 is located north side Castle Oaks Drive before Bridge
- Mowing of the grasses should occur twice a year., mid summer and the fall. In general, mowing should be done as needed to maintain appropriate height and control weeds.



- Remove debris and litter from the detention area as required to minimize clogging of the outlet.
- The outlet of the detention pond has debris and dirt that needs to be removed and disposed up correctly away from the detention pond so water can freely exit the pond

Pond 1



- Pond 1 located southside of Castle Pines Dr. before Community Center
- Mowing of the grasses should occur twice a year., mid summer and the fall. In general, mowing should be done as needed to maintain appropriate height and control weeds.
- Remove debris and litter from the detention area as required to minimize clogging of the outlet.
- The outlet of the detention pond has debris and dirt that needs to be removed and disposed up correctly away from the detention pond so water can freely exit the pond



Pond 5



- Pond 5 access road is on the north side. & 2 hours before maintenance notice is required to let Town of Castle Rock know during the construction of Park.
- Mowing of the grasses should occur twice a year, mid summer and the fall. In general, mowing should be done as needed to maintain appropriate height and control weeds.
- Remove debris and litter from the detention area as required to minimize clogging of the outlet.
- The outlet of the detention pond has debris and dirt that needs to be removed and disposed up correctly away from the detention pond so water can freely exit the pond

Pond 3



- Pond 3 is located on the north side of Lynch Lane
- Mowing of the grasses should occur twice a year., mid summer and the fall. In general, mowing should be done as needed to maintain appropriate height and control weeds.



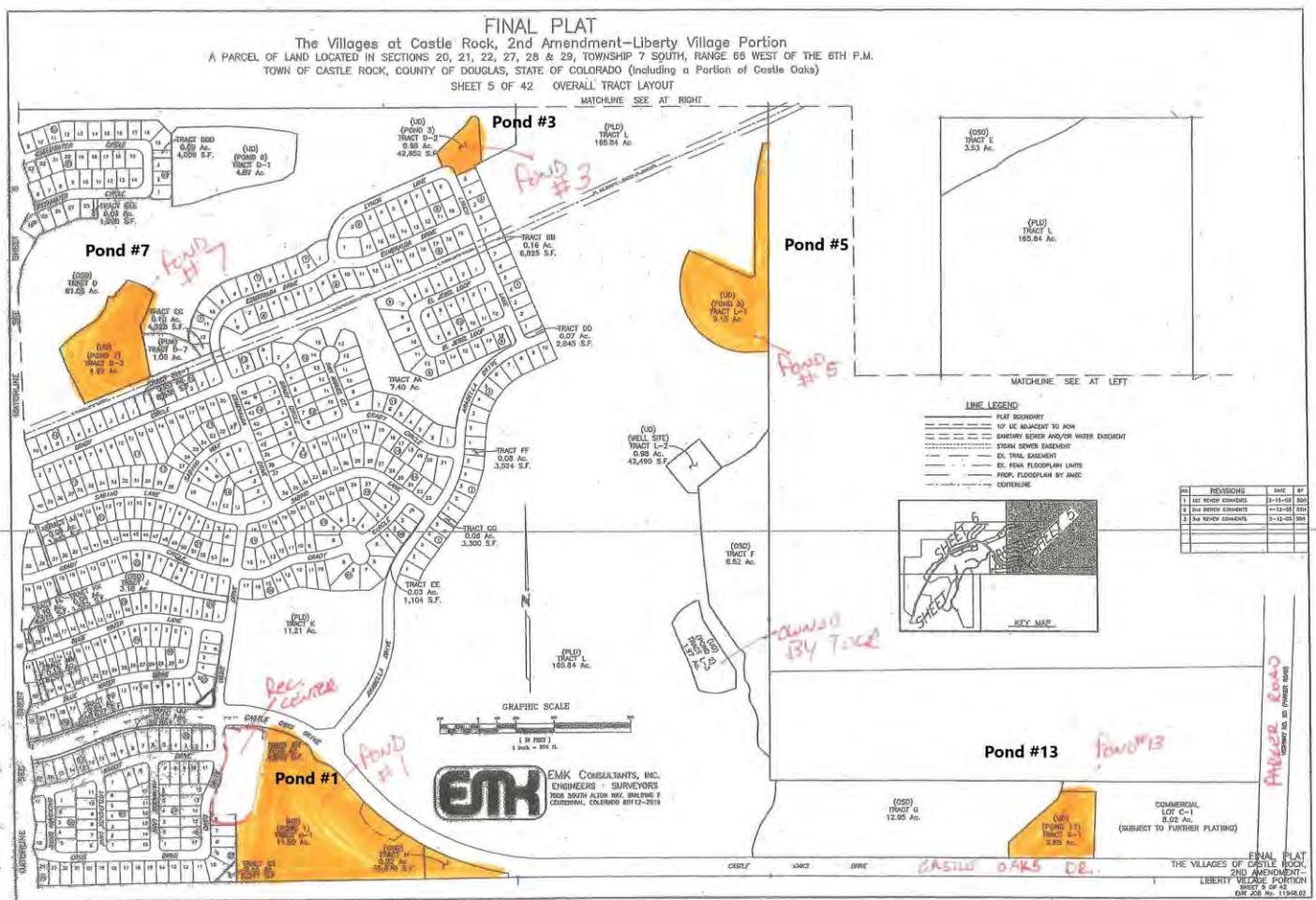
- Remove debris and litter from the detention area as required to minimize clogging of the outlet.
- The outlet of the detention pond has debris and dirt that needs to be removed and disposed up correctly away from the detention pond so water can freely exit the pond

Pond 7



- Pond 7 is located on the west side of Grady Circle
- Mowing of the grasses should occur twice a year., mid summer and the fall. In general, mowing should be done as needed to maintain appropriate height and control weeds.
- Remove debris and litter from the detention area as required to minimize clogging of the outlet.
- The outlet of the detention pond has debris and dirt that needs to be removed and disposed up correctly away from the detention pond so water can freely exit the pond

Villages at Castle Rock Metropolitan District No. 6 Detention Pond Map



LANDSCAPE MAINTENANCE CONTRACT



GENERAL TERMS AND CONDITIONS

1) General Information

Contracting Officer: Villages at Castle Rock No. 6 Metropolitan District
141 Union Blvd., Suite 150
Lakewood, CO. 80228

Contractor: All Phase Landscape Construction, Inc.
(All Phase Landscape)
303-360-0606 ext. 304 / 330

Contact: Rob Graham (Project Manager) / Ann Finn

Period of Work: 1/1/2022-12/31/2022

Project: Villages at Castle Rock No. 6 Metro. District
West side - Parker Rd. and Castle Oaks Dr.
Castle Rock, Co. 80108

Phone #: 303.987.0835 / Rob cell - 720.270.9822

Fax #: 303.987.2032

County: Douglas

E-mail: RGraham@SDMSI.com

Date: 10/1/2021

AFinn@SDMSI.com

2) This contract is made by and between the Contractor and the Contracting Officer indicated above. This Landscape Maintenance Contract hereby incorporates the 'General Terms and Conditions' pages (page 1, 2, & 3), 'Exhibit A - Services and Prices' page (page 4), 'Exhibit B - Specifications' (page 5), and 'Attachment I - Additional Services Available' (page 6), as part of this contract. The terms "Contracting Officer", "Contractor", "Project", and "Period of Work" are defined in Section 1 above.

3) The Contractor agrees to provide, whether by All Phase Landscape or by subcontractor, all the labor, transportation, supervision and equipment necessary to carry out the contracted services as outlined and specifically quoted on the 'Exhibit A - Services and Prices' page in compliance with the contract. All work will be performed according to accepted industry standards.

4) The scope of work will include the specific services quoted by Contractor and selected by the Contracting Officer as outlined on 'Exhibit A - Services and Prices' page, and may be changed during the season as agreed upon in writing by both parties. Line items with a frequency of "T&M" (Time & Materials) are NOT included in the contract price.

5) At its own expense, the Contractor will maintain for the duration of the Period of Work, its General Liability Insurance, Automobile Liability Coverage and Workman's Compensation Insurance. The Contractor will provide an insurance certificate to the Contracting Officer upon request, as evidence of this coverage. Any special request outside the Contractor's standard insurance coverage (as determined by Contractor), may be provided at Contractor's discretion, and may cost the Contracting Officer an additional fee NOT included in the contract price.

6) **The Contracting Officer specifically agrees to indemnify, defend, and hold harmless** the Contractor, employees of Contractor, and subcontractors used by Contractor (collectively "Contractor Indemnitees") for, from and against any claims, suits, damages, injuries, losses, and expenses, including but not limited to attorney fees and court costs, that occur as a result of or are directly related to the performance of work by Contractor Indemnitees under this contract. Contracting Officer, however, shall not be obligated under this contract to indemnify or hold harmless the Contractor Indemnitees to the extent that the Contractor Indemnitees are negligent in the cause of said injury or damage. The Contracting Officer and Contractor shall be responsible for investigating all claims.

7) The Contracting Officer must notify Contractor in writing of any property damage alleged to have been caused by Contractor or its subcontractor within thirty (30) days of event of said property damage. If Contractor is not notified in writing by Contracting Officer within thirty (30) days of event of said damage, neither the Contractor nor its subcontractor will be held liable for said damage. If Contractor is notified in writing within thirty (30) days of event of said damage, Contractor and Contracting Officer will investigate the claim. Contractor will present the findings and conclusion of its investigation to the Contracting Officer. If such investigation clearly determines that Contractor or its subcontractor is responsible for said damage, Contractor will be responsible to remedy said damage but only to the extent that Contractor or its subcontractor has been negligent in the cause of said damage. In such case, Contractor will be given the opportunity to remedy applicable damages within a reasonable time frame. If the Contracting Officer disagrees with the findings and conclusion of the Contractor investigation, Contracting Officer must notify the Contractor in writing within fifteen (15) days of Contractor's presentation of its findings and conclusion to the Contracting Officer. If Contractor is NOT notified in writing within fifteen (15) days of Contractor's presentation of its findings and conclusion to Contracting Officer, the Contracting Officer will accept the Contractor's findings and conclusion as final and binding and Contracting Officer will **SPECIFICALLY WAIVE THE RIGHT** to pursue any other alternate resolution or claim. If Contracting Officer does notify Contractor in writing of its disagreement with the findings and conclusion of Contractor investigation within said fifteen (15) days and the parties are unable to come to an agreement as to responsibility for damage, the parties shall proceed pursuant to Section 10 below. The Contractor is NOT responsible for damages caused by Acts of God (e.g. storm damages from snow, wind, hail, etc.), vandalism, the negligent acts (active or passive) or omissions of others, normal operation of the irrigation system, or any other claims not directly attributable to its work.



PLEASE INITIAL:

_____/_____
Contracting / date
Officer

_____/_____
Contractor / date
(All Phase Landscape)

8) The Contracting Officer agrees to pay the Contractor the total fee for the Basic Services and applicable Additional Services as per the payment schedule and separate quoted prices for services as outlined on the attached 'Exhibit A-Services and Prices' page, as total compensation for the performance of said services. Additionally, Contracting Officer will pay for any other work it authorizes on a Time and Materials (T&M) basis (unless approval is for a separate, specific price agreed upon in advance for such work). The Contracting Officer agrees to pay invoices in full to Contractor within thirty (30) days of the invoice date. Contracting Officer agrees to pay 12% interest on any outstanding balance on invoices not paid within thirty (30) days of invoice date. Contractor must be notified in writing of any dispute of services rendered and/or **the billing of any services (or any dispute of a portion of the services or billing) within forty-five (45) days of invoice date. If Contractor is not notified in writing within said forty-five (45) days, the Contracting Officer SPECIFICALLY WAIVES THE RIGHT to dispute the services and/or monies invoiced by the Contractor and agrees to pay the full amount of the invoice. If only a portion of the services and/or monies are disputed on any invoice, Contracting Officer** agrees to pay the undisputed portion of the invoice within thirty (30) days of invoice date and to provide written notification to Contractor of disputed portion, within the dispute time frame and per the terms noted above. Contracting Officer agrees to pay any and all expenses, including but not limited to attorney fees, accrued by Contractor for the collection of any past due amounts owed. Contractor will not be required to bill or collect from a third party for any materials or for work performed by Contractor pursuant to this contract, or otherwise done for the benefit of the Project. Contracting Officer agrees that it is responsible and liable for full payment of materials (acquired or installed) and payment of any performed work.

9) Either party may terminate this contract, with or without cause, with thirty (30) days written notice to the other party. If the contract is terminated prior to the end of the Period of Work (defined in Section 1), final billings will be determined by Contractor within thirty (30) days from the final day services are performed at the Project. The final Landscape Maintenance Contract billing will be based on the percentage of work completed by the final day that Contractor performs services at the Project. Additional billing(s) will also be prepared for materials (acquired or installed) and for any extra work performed. The Contracting Officer agrees to pay all unpaid invoices in full within ten (10) days of termination date; all invoices prepared after termination will be paid in full within ten (10) days of invoice date.

10) Except in the case of a mechanic's lien, any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled as per the following process: a) parties will make every effort to meet and resolve the issue between themselves, b) if unable to resolve in meeting between themselves, then by non-binding mediation, c) if unable to resolve by non-binding mediation, then by binding arbitration. The decision to enter into such arbitration shall be initiated by either party of this Contract. The substantially prevailing party in any arbitration or litigation shall also be awarded the amount of their attorney fees and any reasonable costs incurred in the arbitration or litigation and shall also collect unpaid invoice balances and interest on unpaid invoice balances.

11) LIMITED LIABILITY WARRANTY - Contractor warrants all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or specific date of install (the "warranty period"), provided that all applicable plants and materials have been properly maintained by Contracting Officer or Owner or their representative(s) or managing agent(s) during the one (1) year warranty period. Materials furnished and services (work) performed will be free from defects not inherent in the quality required or permitted, will be of good quality and materials will be new unless otherwise required or permitted by contract. This warranty excludes any remedy for damages or defects caused by ordinary wear and tear, improper or insufficient maintenance, insufficient inspections, abuse, vandalism, Acts of God, negligence (active or passive) of the Contracting Officer or Owner or their representative(s) or managing agent(s) or others, any claim not directly attributable to Contractor's work or materials, delay in notification to Contractor, or modifications performed by others. All implied warranties and/or express warranties will not extend beyond the one (1) year warranty period. THIS WARRANTY IS PROVIDED IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY CONTRACTOR. Written notice of warranty issues must be received by Contractor before the end of the one (1) year warranty period. If Contractor receives such written notice before the end of the one (1) year warranty period, Contractor shall review and, upon determination of validity of warranty issue, Contractor shall have first right to repair/replace any defective plants, material, or work and shall have thirty (30) days to commence the repair/replacement of such defective plants, material, or work. During the one (1) year warranty period, if Contractor is not notified in writing of any defect in the plants, materials and/or work and/or Contractor is not given thirty (30) days to commence the repair/replacement of said defect, then Contractor will not be required to repair and/or replace defective plants, materials and/or work and NO claim for breach of warranty will be brought against Contractor. If the parties cannot resolve a disagreement regarding a warranty issue, parties will proceed pursuant to Section 10 above. No other representations, agreements, or warranties, other than what is written in this contract, are applicable.

12) This contract contains the entire agreement and understanding regarding terms and conditions between the parties. Any prior or subsequent negotiations or considerations not otherwise set forth in this contract are not a part of this contract. If any additional or subsequent documents are presented or produced during the Period of Work, that contain language contrary or contradictory to or are different from the terms and conditions contained in this contract, then the parties agree that the terms and conditions of this Landscape Maintenance Contract shall control. No other terms and conditions can be added except via an Addendum or Amendment specific to this contract, signed by the Contractor and Contracting Officer. The basic scope of work (services and pricing) can be modified if both parties agree to the change in writing. No other terms and conditions can be added for extra work or for repairs via an alternate document provided by the Contractor, except to define or approve the scope (description) and pricing of specific work. All paperwork provided by Contractor for extras and repairs is also subject to Section 13.

13) All contract terms and conditions related to any work provided at or related to the Project are outlined in this Landscape Maintenance Contract. If, at any time, Contracting Officer or any of its agents or representatives provide to Contractor another document or form as a "contract" or "agreement" or "notice" or any form to approve any work, extras, or repairs or requests or requires Contractor to sign



PLEASE INITIAL: _____ / _____
Contracting Officer / date

_____/_____
Contractor / date
(All Phase Landscape)

any document or form, or to use purchase orders, work orders, vouchers, tickets, or other such document, process, or number, and whether Contractor signs or does not sign or uses or does not use any other document, form, or purchase order, work order, voucher, ticket, or other such document, process, or number, **the Contractor, Contracting Officer and all its agents and representatives (the INVOLVED PARTIES) ALL AGREE that NO TERMS AND CONDITIONS FROM ANY OTHER such document or form, or any purchase orders, work orders, vouchers, tickets, or other such document, process or number shall apply to this contract or to any contract parties (or any agents or representatives), or to any work performed at or related to the Project. The INVOLVED PARTIES specifically waive, cancel, dismiss, and reject any terms and conditions from or associated with any other such document, form, purchase orders, work orders, vouchers, tickets, or other such document, process, or number that is provided by Contracting Officer (or its agents or representatives); ONLY accurate scope of work and pricing from such documents, forms, purchase orders, work orders, vouchers, tickets, or other such document shall apply. Additionally, Contractor specifically reserves the right to charge and Contracting Officer agrees to pay, separate administrative processing fees to Contractor for any administrative work on the part of the Contractor due to reviewing, using, processing, tracking, invoicing, or obtaining a purchase order, work order, voucher, ticket, signature, or other such document, process, or number, or other item (FEES ARE NOT INCLUDED in quoted contract price). Contractor reserves the right to reject or modify any process, procedure, or system related to: invoicing, purchase orders, work orders, vouchers, tickets or other such document, process, or number, or to obtaining a signature(s) or other item.**

14) Other than receipt of an original, signature of this contract may be sent by facsimile (with confirmation by transmitting machine) and/or the signed contract transmitted by portable document format ("pdf") file or like format, which shall be treated as an original signature, and any such signature, facsimile, pdf file or like format, or copy of this signed contract shall be construed and treated as the original and shall be binding as if it were the original.

15) At the sole discretion of Contractor, Contractor reserves the right to suspend services at any time, without penalty or liability, if payments are not received in a timely manner (as determined by Contractor) from Contracting Officer. Contractor shall notify Contracting Officer in writing of Contractor's decision to suspend services. Services shall remain suspended, at the sole discretion of the Contractor, or until such time as Contracting Officer's past due invoices are paid in full. Contractor's decision to suspend services (or not to suspend services) does not limit, in any way, other rights or remedies of Contractor herein or available at law or in equity. Contracting Officer agrees that it is responsible and liable for full payment of materials (acquired or installed) and payment of any performed work.

16) If any provision of this contract is determined to be unenforceable or invalid for any reason, then the unenforceable and/or invalid portion shall be deemed conformed to the minimum requirements of law to the extent possible. In addition, all other terms, conditions, and provisions of this contract shall not be affected and shall continue to be enforceable and valid to the fullest extent permitted by law.

17) The failure to enforce at any time or for any period of time, any of the terms or conditions of this contract shall not be construed as a waiver thereof nor of the right to demand enforcement at a later date.

18) This contract shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to principles of conflicts of law. The parties agree that sole venue shall be in the state and federal courts located in the State of Colorado and each party hereby consents to jurisdiction of such courts over itself in any action relating to this contract.

19) **If a master contract document other than this Landscape Maintenance Contract is to be used to contract for the services, said other contract document and all associated and linked documents referred to by that contract must be reviewed by Contractor (All Phase Landscape). Once the contract document and all associated and linked documents are provided to Contractor, a minimum of 20 DAYS is required to review and endeavor to negotiate a final contract. Contractor may also require that a separate administrative review FEE be paid prior to and for review of any such contract document and any associated and linked documents. The contract amount of this proposal is subject to change if additional fees, bonds, or other costs are added by Contracting Officer entity, Owner, or managing agent after All Phase has provided this proposal.**

20) The contract price is subject to change unless the contract is signed by both parties no later than thirty (30) days after the Period of Work start date (defined in Section 1 above).

21) The signers below represent that they are authorized to sign this document and that they have the authority to bind the entity (including the Owner of Project) that they are signing for.

This contract is acknowledged and accepted by:

PLEASE ALSO INITIAL
ALL OTHER PAGES

Contracting Officer:

Contractor: All Phase Landscape Construction, Inc.

X
Sign: _____

Sign: _____
All Phase Landscape Construction, Inc.

Print Name: _____

Print Name: _____

Date: _____ Title: _____

Date: _____ Title: _____

- Signature page -

EXHIBIT A - SERVICES and PRICES

Project: Villages at Castle Rock No. 6 Metro. District

Date: 10/1/2021

Other Additional Services to be scheduled if requested and billed separately upon completion of work. This work is NOT included in monthly scheduled billings.

		<u>Period</u>	<u>Period</u>	<u>Period</u>
		<u>Jan-March</u>	<u>April-Oct</u>	<u>Nov-Dec</u>
Basic Services:				
Lawn and Ground Maintenance	T&M			
Tree and Shrub Maintenance	T&M			
Turf Fertilization	T&M			
Turf Broadleaf Weeds	T&M			
Irrigation System*	T&M			
Subtotal				
Additional Services:				
	Frequency			
Aeration	T&M			
Spring Clean Up	T&M			
Winter Policing	T&M			
Winter Prune	T&M			
Tree Wrap	T&M			
Tree Unwrap	T&M			
Fall Clean Up	T&M			
Winter Water Shrubs	T&M			
Winter Water Trees	T&M			
Disease - Insect Turf	T&M			
Disease - Insect Trees	T&M			
Disease - Insect Shrubs	T&M			
Fertilize Shrub Beds	T&M			
Fertilize Trees	T&M			
Large Tree Pruning	T&M			
Tree Stake Removal	T&M			
Mow Detention areas	2.00		\$1,280.36	
Weed control Detention areas	2.00		\$3,071.34	
Removal of Voluntary Plant Material	2.00		\$4,432.00	
Removal of Sediment in concrete areas	2.00		\$984.89	
Removal of Trash	2.00		\$984.89	
Clean outlet screens	2.00		\$1,969.78	
	T&M			
	T&M			
	T&M			
	T&M			
	T&M			
	T&M			
	T&M			
Dog Stations w/ bags	T&M			
	T&M			
Annual installation (sq ft)	T&M			
Annual Maintenance (sq ft)	T&M			

Subtotals **\$12,723.25**

Scheduled Monthly Billings (does not include other Additional Services that are to be billed separately):

April-22	\$6,361.63	August-22	December-22
May-22		September-22	
June-22		October-22	\$6,361.63
July-22		November-22	
Total of scheduled monthly billings =			\$12,723.25

The payment schedule is for the convenience of both parties and does not reflect actual work done during a particular month.

* See Comments below for any special inclusions or exceptions.

Comments: Map as highlighted, dated 9/30/21 (initialed and dated by Contractor).
Maintenance areas are the following detention ponds as per modified RFP (dated 9/13/21): No. 1, No. 3, No. 5, No. 7, and No. 13.
All parties agree that All Phase Landscape Construction, Inc. is an Independent Contractor providing services to the Metro District and is NOT a Consultant to the Metro District.
Removal of voluntary plant material in this contract is contingent on major removal being done in 2021 for \$10,400.00
"Contracting Officer" = Villages at Castle Rock Metropolitan District No. 6 and "Contractor" = All Phase Landscape Construction Inc.
Irrigation backflow testing can be requested for \$150.00 per backflow (regardless of size) - does NOT include repair costs or any fees.
In order to schedule a backflow test, the Contracting Officer must provide the backflow "test due" letter to Contractor in a timely manner.



PLEASE INITIAL:

_____/_____
 Contracting / date
 Officer

_____/_____
 Contractor / date
 (All Phase Landscape)

EXHIBIT B – SPECIFICATIONS

Although listed Basic Services are standard on most contracts, the 'Exhibit A- Services and Prices' page will clarify those services accepted by Contracting Officer and to be provided by Contractor (All Phase Landscape). **ONLY THOSE BASIC SERVICES THAT ARE CLASSIFIED AS "included" (and not "T&M") on the 'Exhibit A- Services and Prices' page are to be provided by the Contractor under this contract. Only the additional services with a quoted price that are INCLUDED in the scheduled monthly billings on the 'Exhibit A- Services and Prices' page, will be scheduled by the Contractor. Special exceptions/inclusions may also be noted in the "Comments" section of the 'Exhibit A- Services and Prices' page. Other additional services can be scheduled if requested, and billed upon completion of work. Contracting Officer and Contractor will endeavor to adhere to the All Phase Landscape approval guidelines (copy available, upon request) for additional services, unless both parties agree in writing to an alternate approval process.**

A. LAWN AND GROUND MAINTENANCE

- 1) All blue grass and irrigated native seed areas to be mowed as necessary (max. weekly and weather permitting), to promote overall appearance of the Lawn. No credit will be given for missed mows due to any circumstances beyond the control of the Contractor (e.g. weather). Cutting height will be approximately 3 (three)– 4 (four) inches. Ground trash will be picked up and removed at each mowing.
- 2) All cuttings will be removed from sidewalks, driveways and curb areas after each mowing.
- 3) Edging of all sidewalks will be done monthly during the growing season months (April through October) that are included in the Period of Work (any alternate requested frequencies included in the contract will be noted on the ' Exhibit A- Services and Prices' page).
- 4) Trimming will be done as necessary to maintain a well-groomed appearance.

B. TREE AND SHRUB MAINTENANCE

- 1) Pruning consists of one major pruning during the growing season and containment pruning throughout the contract period (any alternate requested frequencies included in the contract will be noted on the 'Exhibit A- Services and Prices' page). Shrubs will be pruned to provide an aesthetically pleasing appearance and to prevent a potentially hazardous condition. Suckers will be controlled as needed. Other additional pruning, such as winter pruning, can be provided upon request and will be billed as directed on the 'Exhibit A- Services and Prices' page.
- 2) The health of all trees and shrubs will be monitored on a regular basis. Recommendations will be made for the proper treatment of any damaging pest problems. Unless a price is included in monthly billings on the 'Exhibit A- Services and Prices' page, all pesticide treatments are an additional optional service. If pesticide treatments are needed, services are billed as specified on the 'Exhibit A- Services and Prices' page or as per separate bid provided by Contractor and approved by Contracting Officer.
- 3) Weeds will be controlled in shrub beds and planter areas with chemicals and hand weeding. Every effort will be made to control grasses and weeds that are growing directly in the shrubs and ground cover. However, control of these weeds and grasses is not guaranteed.
- 4) Winter pruning will be provided if a price is included in monthly billings on the 'Exhibit A- Services and Prices' page, and will include cutting of grasses and removal of old and dead canes in shrubs. Trees less than 14 feet tall will have broken or damaged limbs removed and lower limbs will be skirted where needed. No shaping of shrubs is performed during winter pruning.

C. TURF FERTILIZATION

- 1) Applications of fertilizer will be applied (frequencies noted under Basic Services) at the rate of a minimum of 1 pound of nitrogen per 1000 square feet per application. All Phase Landscape is licensed for chemical application by the State of Colorado Department of Agriculture. Contractor may also subcontract to another licensed chemical applicator for this service. In any case, Contractor will guarantee the utilization of accepted industry standards of safety in the use and application of chemicals.
- 2) Turf disease and/or insect problems will be brought to the attention of the Contracting Officer. Turf disease and/or insect treatment is NOT included in Basic Services. A separate proposal for treatment will be provided when necessary or the work will be billed on a Time and Materials basis when approved by Contracting Officer.

D. TURF BROADLEAF WEEDS

Contractor applies weed control according to industry standards. Treatment usually consists of one (1) full coverage application of pre-emergent, one (1) complete application of post-emergent, and spot spraying throughout growing season.

E. IRRIGATION MAINTENANCE

- 1) Activation of the irrigation system is accomplished in the Spring / winterization (done with use of air compressor) is accomplished in the Fall.
- 2) The irrigation system will be monitored on a regular basis during the Period of Work to ensure proper operation of the system. This is more specifically defined as the monitoring of valves for proper operation, minor adjustment of irrigation heads to insure proper coverage, and the adjustment of irrigation watering times to maintain a pleasing turf appearance. Water conservation is important and every effort will be made to regulate water consumption. Adjustments and repairs of the system due to regular wear and tear or due to vandalism or any special requests outside of the regular schedule are NOT included in Basic Services and will be billed on a Time & Material basis. Contractor will make these adjustments and repairs or will do special requests, and will bill Contracting Officer.
- 3) Contractor is responsible to repair damages caused by the Contractor, subject to all provisions in the General Terms and Conditions of the Landscape Maintenance Contract. An improperly installed system, including improperly installed irrigation heads, will NOT be the Contractor's responsibility. Such repairs or resetting of the system will be billed by the Contractor on a Time & Material basis. Contractor will NOT be responsible for damages caused by malfunctions of the irrigation system; all necessary repairs to the system will be made to bring the system up to operating condition and will be billed on a Time & Materials basis.
- 4) Contracting Officer must communicate any emergency or time sensitive irrigation issues (especially anything related to running water) to the Contractor in a timely and concrete manner (Notice). Emails, emailed work orders, voice messages, and texts are NOT timely or concrete Notice for time sensitive issues unless a quick response is received from Contractor. Contracting Officer must either receive a quick response or speak with someone from All Phase Landscape in a timely manner to ensure that Contractor knows about the issue. Contractor assumes no liability related to untimely or non-concrete notice of emergency or time sensitive issues. Emergency response = within 24 hours of Notice.
- 5) All repairs and adjustments made to the Irrigation system will be billed to the Contracting Officer and not to any third parties.

F. NO THIRD PARTY BILLING - Contractor will NOT bill third parties. Contracting Officer is responsible for payment.

G. WARRANTY - Contractor warrants all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or date of the install. The Limited Liability Warranty offered by All Phase Landscape (LLW) applies. The most up to date LLW that is in place at All Phase Landscape (Maintenance Division) as of the date of the contract or proposal applies. See section 11 of the Landscape Maintenance Contract or a separate copy of the LLW is available, upon request.

X PLEASE INITIAL: _____ / _____
Contracting Officer / date

_____/_____
Contractor / date
(All Phase Landscape)
Page 5 of 6

Attachment I

Additional Services Available

Additional Services can be included in your landscape maintenance contract or performed upon request and acceptance of a separate proposed price. Additional Services performed by All Phase Landscape (Contractor), whether included in the scheduled monthly billings or performed and billed separately, are subject to the 'General Terms and Conditions' of the Landscape Maintenance Contract. **ONLY THE ADDITIONAL SERVICES WITH A QUOTED PRICE THAT ARE INCLUDED IN THE SCHEDULED MONTHLY BILLINGS ON THE 'EXHIBIT A-Services and Prices' PAGE WILL BE SCHEDULED BY THE CONTRACTOR.** Other additional services can be scheduled if requested and will be billed upon completion of work. All Phase Landscape will NOT bill third parties. Contracting Officer and Contractor will endeavor to adhere to the All Phase Landscape approval guidelines (copy available, upon request) for additional services, unless both parties agree in writing to an alternate approval process.

AERATION AND PROPERTY CLEAN-UPS

- * All turf areas should be aerated at least once per year with a core aerator. Plugs are left to breakdown and return nutrients to the soil. All Phase Landscape is not responsible for damage to pipe or utilities that may be buried. However, All Phase Landscape will take responsibility for damage to irrigation heads due to its aeration operations (subject to the damage provisions under Section 7 of the Landscape Maintenance Contract).
- * Spring Clean-up and/or Fall Clean-up performed to remove debris from all turf areas and accessible beds. A Fall Clean-up would be performed at some time between Oct. 15th and Dec. 23rd, depending on weather conditions and the contract Period of Work.

WINTER PROGRAM

- * A Winter Policing program includes minor trash and minor debris removal on a scheduled basis in Turf and ornamental areas (excludes parking lots and native areas), weather permitting, during the period from November 1st to March 31st (and subject to contract Period of Work).
- * Tree wrap of small deciduous trees in the Fall. Unwrap of trees in the Spring.
- * Winter Watering of turf, trees and/or shrubs during dry winter seasons.
- * All Phase Landscape is available to aid and assist in the preparation and formulation of landscape plans for the winter season and for the following year growing season.

MISCELLANEOUS ADDITIONAL SERVICES

- * All Phase Landscape is available for miscellaneous additional services such as: landscape & irrigation installation, application of a wetting agent, hardscaping projects, site development, install of rain or moisture sensors, mapping irrigation systems, install of remote controller upgrades to controllers, or any other service that can be successfully undertaken for the benefit of our clients. Irrigation backflow testing can be requested. In order to schedule a backflow test, Contractor must be provided the backflow test due letter from the City or Water Dept. in a timely manner (at least 2 weeks prior to due date). Contractor assumes NO liability whatsoever due to untimely test requests.

Rates for Time & Materials work (Equipment rates include Operator) **

Job Tech. (labor)	\$50.00 per/hr.	String Trimmer	\$59.00 per/hr.
Job Foreman	\$66.00 per/hr.	Mower	\$81.00 per/hr.
Irrigation Technician	\$71.00 per/hr.	Hand Tiller	\$66.00 per/hr.
Irrigation Technician:		Brush Hog (6' mower)	\$87.00 per/hr.
Emergency Repair	\$121.00 per/hr.	Batwing Mower	\$150.00 per/hr.
(portal to portal, response within 24 hours)		Skid Steer	\$72.00 per/hr.
Account Mgr./ Project. Mgr.	\$99.00 per/hr.	Backhoe	\$138.00 per/hr.
Director	\$146.00 per/hr.	Trencher - small	\$88.00 per/hr.
Executive	\$174.00 per/hr.	Grading Tractor (small)	\$99.00 per/hr.
Spray Technician	\$70.00 per/hr.	1 1/2 - 2 Yard Loader	\$110.00 per/hr.
Water Truck	\$72.00 per/hr.	2 1/2 - 3 Yard Loader	\$225.00 per/hr.
Pick up Truck (1 ton)	\$84.00 per/hr.	2 Ton Flat Bed Dump	\$84.00 per/hr.
Irrigation backflow test (repairs needed to pass backflow are not included in test price) = \$150.00 per backflow			

** All rates above are for labor and are hourly and based on 40 hours for the work week. Any work over the 40 hrs of All Phase Landscape payroll for any employee or subcontractor or work done on Holidays will be billed at 1 ½ times the normal rate. Services performed "after hours" will also be billed at 1 ½ times the normal rate (with the exception of emergency irrigation repair which is billed as stated above). "After hours" rates apply to any service requested to be done on weekends or service that is done between the hours of 6:00 pm and 7:00 am on any week day. "After hours" work requests should only be made to prevent damage to persons or property, or to stop continuously running water. Material rates are not included in labor rates and are determined at time of service. The minimum charge for "Time and Materials" work is 1 three-man crew hour (\$166.00), plus materials. Rates are also available for other equipment that is not listed. Contractor will NOT invoice third parties.

Contractor WARRANTS all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or date of the install. The Limited Liability Warranty offered by All Phase Landscape (LLW) applies. The most up to date LLW that is in place at All Phase Landscape (Maintenance Division) as of the date of the contract or proposal applies. See section 11 of the Landscape Maintenance Contract or a separate copy of the LLW is available, upon request.

Snow moving services are not provided for under this contract. A separate Snow Moving Agreement proposal may be provided upon request, subject to the discretion of the Contractor.

X PLEASE INITIAL: _____ / _____
Contracting Officer / date

_____/_____
Contractor / date
(All Phase Landscape)
Page 6 of 6



ENVIRONMENTAL CONTRACTOR

5585 W. Airport Rd
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 📧 sales@cdi-services.com

To: SDMS	Contact: Robert Graham
Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Phone: 303-987-0835
	Fax: 303-987-2032
Project Name: Villages At Castle Rock - Detention Pond Maintenance	Bid Number:
Project Location: Castle Rock, CO	Bid Date: 10/6/2021
Addendum #: N/a	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Pond #13				
Native Grass Field Mowing: (2 Occurrences)	2.00	EACH	\$602.00	\$1,204.00
Native Grass - Broadleaf Herbicide: (Spot Application) 2 Spot Applications Of A Broadleaf Herbicide, Does Not Control Grassy Weeds.	2.00	EACH	\$462.50	\$925.00
Debris And Trash Pick-up - Includes The Outlet	2.00	EACH	\$2,596.00	\$5,192.00
			Total Price for above Pond #13 Items:	\$7,321.00
Pond #1				
Native Grass Field Mowing: (2 Occurrences)	2.00	EACH	\$1,622.00	\$3,244.00
Native Grass - Broadleaf Herbicide: (Spot Application) 2 Spot Applications Of A Broadleaf Herbicide, Does Not Control Grassy Weeds.	2.00	EACH	\$917.50	\$1,835.00
Debris And Trash Pick-up - Includes Outlet & Dirt Removal	2.00	EACH	\$5,040.00	\$10,080.00
			Total Price for above Pond #1 Items:	\$15,159.00
Pond #3				
Native Grass Field Mowing: (2 Occurrences)	2.00	EACH	\$348.00	\$696.00
Native Grass - Broadleaf Herbicide: (Spot Application) 2 Spot Applications Of A Broadleaf Herbicide, Does Not Control Grassy Weeds.	2.00	EACH	\$30.90	\$61.80
Debris And Trash Pick-up - Includes Outlet & Dirt Removal	2.00	EACH	\$3,780.00	\$7,560.00
			Total Price for above Pond #3 Items:	\$8,317.80
Pond #5				
Native Grass Field Mowing: (2 Occurrences)	2.00	EACH	\$965.00	\$1,930.00
Native Grass - Broadleaf Herbicide: (Spot Application) 2 Spot Applications Of A Broadleaf Herbicide, Does Not Control Grassy Weeds.	2.00	EACH	\$430.00	\$860.00
Debris And Trash Pick-up - Includes Outlet & Dirt Removal	2.00	EACH	\$5,040.00	\$10,080.00
			Total Price for above Pond #5 Items:	\$12,870.00
Pond #7				
Native Grass Field Mowing: (2 Occurrences)	2.00	EACH	\$750.00	\$1,500.00
Native Grass - Broadleaf Herbicide: (Spot Application) 2 Spot Applications Of A Broadleaf Herbicide, Does Not Control Grassy Weeds.	2.00	EACH	\$352.50	\$705.00
Debris And Trash Pick-up - Includes Outlet & Dirt Removal	2.00	EACH	\$5,014.00	\$10,028.00
			Total Price for above Pond #7 Items:	\$12,233.00
Mobilization				
Mobilization Landscape	2.00	EACH	\$1,107.00	\$2,214.00



ENVIRONMENTAL CONTRACTOR

5585 W. Airport Rd
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 ✉ sales@cdi-services.com

To: SDMS	Contact: Robert Graham
Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Phone: 303-987-0835 Fax: 303-987-2032
Project Name: Villages At Castle Rock - Detention Pond Maintenance	Bid Number:
Project Location: Castle Rock, CO	Bid Date: 10/6/2021
Addendum #: N/a	

Total Price for above Mobilization Items: \$2,214.00

Total Bid Price: \$58,114.80

Notes:

- This proposal excludes - Cattail removal & removal of sediment outlet concrete structures
- **This proposal is good for 60 days following the date given on the proposal.**
- **Consolidated Divisions, Inc. dba CDI | ENVIRONMENTAL CONTRACTOR**
An Equal Opportunity Employer

Payment Terms:

Payment due 30 days from invoice.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Consolidated Divisions, Inc Db a CDI Environmental Contractors</p> <p>Authorized Signature: _____</p> <p>Estimator: Cory France 303-501-5697 coryf@cdi-services.com</p>
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141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
303-987-0835 • Fax: 303-987-2032

MEMORANDUM

TO: Board of Directors

FROM: Christel Gemski
Executive Vice-President

DATE: August 31, 2021

RE: Notice of 2022 Rate Increase

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

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

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