

HIGHLINE CROSSING METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
Fax: 303-987-2032
www.Colorado.gov/hcrossmd

NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Daniel Payotelis	President	2023/May 2023
Brian O’Sullivan	Treasurer	2025/May 2023
VACANT		2023/May 2023
VACANT		2025/May 2023
VACANT		2023/May 2023

DATE: March 7, 2023
TIME: 6:00 P.M.
PLACE: ZOOM

THIS MEETING WILL BE HELD BY VIDEO/TELEPHONIC MEANS:

Join Zoom Meeting
<https://us02web.zoom.us/j/86267550643?pwd=V3RnRGRTWkRyUjZZc1VMWTJFZjFHdz09>
Meeting ID: 862 6755 0643
Passcode: 987572
Dial In: 1-719-359-4580

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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

C. Review and approve minutes of the November 21, 2022 Regular Meeting (enclosure).

II. PUBLIC COMMENT

A. _____

III. FINANCIAL MATTERS

- A. Discuss the potential refunding of the District's General Obligation (Limited Tax Convertible to Unlimited Tax) Bonds, 2017 Series A in the amount of \$1,590,000, and Subordinate General Obligation Limited Tax Bonds, 2017 Series B in the amount of \$336,000.
-

IV. LEGAL MATTERS

- A. Discuss the status of the May 2, 2023 Regular Director Election.
-

B. _____

V. OTHER MATTERS

- A. Discuss 2023 Landscape Contracts (enclosures).
-

VI. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 19, 2023.**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE HIGHLINE CROSSING METROPOLITAN DISTRICT HELD NOVEMBER 21, 2022

A special meeting of the Board of Directors of the Highline Crossing Metropolitan District (referred to hereafter as the “Board”) was convened on Monday, November 21, 2022 at 6:00 p.m. This District Board meeting was held by conference call without any individuals (neither District representatives nor the general public) attending in person. The meeting was open to the public.

Directors In Attendance Were:

Daniel Payotelis
Bryan O’Sullivan

Also In Attendance Was:

Peggy Ripko; Special District Management Services, Inc.
Paula Williams, Esq. and Timothy O’Connor, Esq.; McGeady Becher P.C.

**PUBLIC
COMMENTS**

There were no public comments.

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Disclosure of Potential Conflicts of Interest: Ms. Ripko noted a quorum was present and discussed the requirements under Colorado Statute to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest regarding any matters scheduled for discussion at this meeting. It was noted that all Directors are residents of the District and no conflicts of interest were filed, nor were any additional conflicts disclosed.

**ADMINISTRATIVE
MATTERS**

Agenda: Ms. Ripko 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 Payotellis, seconded by Director O’Sullivan and, upon vote, unanimously carried, the Agenda was approved, as presented.

Meeting Location and Posting of Notice: The Board discussed the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, the Board determined to conduct the meeting by

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conference call. The Board further noted that notice of this meeting and the conference call access was duly posted and that it had not received any objections to the format of the meeting or any requests that the meeting format be changed by taxpaying electors within the District's boundaries.

July 6, 2022 Special Meeting Minutes: The Board reviewed the Minutes of the July 6, 2022 Special Meeting.

Following discussion, upon motion duly made by Director Payotelis, seconded by Director O'Sullivan and, upon vote, unanimously carried, the Minutes of the July 6, 2022 Special Meeting were approved.

Resignation of David Solin as Secretary to the Board: The Board discussed and acknowledged the resignation of David Solin as Secretary to the Board and considered the appointment of Peggy Ripko as Secretary to the Board.

Following discussion, upon motion duly made by Director Payotelis, seconded by Director O'Sullivan and, upon vote, unanimously carried, the Board appointed Peggy Ripko as Secretary to the Board.

Resolution No. 2022-11-01 Establishing Regular 2023 Meeting Dates, Time and Location and Designating Location for Posting of 24-Hour Notices: The Board discussed Resolution No. 2022-11-01 Establishing Regular 2023 Meeting Dates, Time and Location and Designating Location for Posting of 24-Hour Notices.

Ms. Ripko reviewed the business to be conducted in 2023 to meet the statutory compliance requirements. The Board determined to meet on June 19, 2023 and November 20, 2023 at 6:00 p.m., via Zoom.

Following discussion, upon a motion duly made by Director Payotelis, seconded by Director O'Sullivan and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-11-01 Establishing Regular 2023 Meeting Dates, Time and Location and Designating Location for Posting of 24-Hour Notices.

§32-1-809, C.R.S. Reporting Requirements (Transparency Notice): The Board discussed §32-1-809, C.R.S. reporting requirements and mode of eligible elector notification for 2023.

Following discussion, the Board determined to post the required transparency notice information on the Special District Association's website and the District website.

**COVENANT
CONTROL/
COMMUNITY**

Community Manager's Report: Ms. Ripko gave an update regarding community management in the District.

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MANAGEMENT

Proposal from CDI Environmental Contractor for 2022-2023 Snow Removal Services: The Board discussed a proposal from CDI Environmental Contractor for 2022-2023 snow removal services.

Following discussion, upon motion duly made by Director Payotelis, seconded by Director O’Sullivan, and, upon vote, unanimously carried, the Board approved the proposal from CDI Environmental Contractor for 2022-2023 snow removal services.

FINANCIAL MATTERS

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

Fund	Period Ending July 3, 2022	Period Ending Aug. 31, 2022	Period Ending Sept. 30, 2022	Period Ending Oct. 31, 2022
General	\$ 19,343.42	\$ 12,091.02	\$ 40,158.20	\$ 16,016.77
Debt	\$ 5,500.00	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 24,843.42	\$ 12,091.02	\$ 40,158.20	\$ 16,016.77

Following discussion, upon a motion duly made by Director Payotelis, seconded by Director O’Sullivan and, upon vote, unanimously carried, the Board ratified the payment of claims as presented.

Unaudited Financial Statements: Ms. Ripko presented to the Board the unaudited financial statements and statement of cash position for the period ending September 30, 2022.

Following review, upon motion duly made by Director Payotelis, seconded by Director O’Sullivan and, upon vote, unanimously carried, the Board accepted the unaudited financial statements and schedule of cash position for the period ending September 30, 2022.

2022 Audit Preparation: The Board reviewed the engagement letter from Schilling & Company, Inc., to perform the 2022 Audit.

Following discussion, upon a motion duly made by Director Payotelis, seconded by Director O’Sullivan and, upon vote, unanimously carried, the Board approved the engagement of Schilling & Company, Inc. to perform the 2022 Audit, in an amount not to exceed \$5,170.

Public Hearing on 2022 Budget Amendment: The President opened the public hearing to consider a Resolution to Amend the 2022 Budget and discuss related issues.

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

RECORD OF PROCEEDINGS

adoption of a Resolution to Amend the 2022 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received and the public hearing was closed.

Following discussion, the Board determined that a 2022 Budget Amendment was not needed.

Public Hearing on 2023 Budget: The President opened the public hearing to consider the proposed 2023 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2023 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received and the public hearing was closed.

Ms. Ripko and the Board reviewed the estimated 2022 expenditures and the proposed 2023 expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2022-11-02; Resolution to Adopt the 2022 Budget and Appropriate Sums of Money and Resolution No. 2022-11-03; Resolution to Set Mill Levies (for the General Fund at 18.000 mills and the Debt Service Fund at 57.266 mills, and ARI levy at 1.146 mills, for a total mill levy of 76.412 mills). Upon motion duly made by Director Payotelis, seconded by Director O'Sullivan and, upon vote, unanimously carried, the Resolutions were adopted, as discussed subject to final assessed valuation, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of the final Certification of Assessed Valuation from the County on or before December 10, 2022. Ms. Ripko was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners of Arapahoe County, not later than December 15, 2022. Ms. Ripko was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 31, 2023. Copies of the adopted Resolutions are attached to these minutes and incorporated herein by this reference.

DLG-70 Mill Levy Certification Form: The Board considered 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.

Following discussion, upon motion duly made by Director Payotelis seconded by Director O'Sullivan and, upon vote, unanimously carried, the Board authorized the

District Accountant to prepare and sign the DLG-70 Mill Levy Certification form

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for certification to the Board of County Commissioners and other interested parties.

Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the District Service Plan: The Board reviewed Resolution No. 2022-11-04, Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the District Service Plan. The Board determined to defer this item.

2024 Budget Preparation: The Board discussed appointing the District Accountant to prepare the 2024 Budget and setting the date for the Public Hearing to adopt the 2024 Budget for November 20, 2023.

Following discussion, upon motion duly made by Director Payotelis seconded by Director O’Sullivan and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2024 Budget and set the date for the Public Hearing to adopt the 2024 Budget for November 20, 2023.

LEGAL MATTERS **Resolution Calling May 2, 2023 Director Election:** The Board discussed the May 2, 2023 election.

Following discussion, upon a motion duly made by Director Payotelis, seconded by Director O’Sullivan, and upon vote unanimously carried, the Board adopted a Resolution Calling a May 2, 2023 Directors’ Election which appointed Peggy Ripko as the Designated Election Official (“DEO”), and authorized her to perform all tasks required for the May 2, 2023 Regular Election of the Board of Directors for the conduct of a mail ballot election.

OTHER BUSINESS **Acknowledge Resignation of Doug Secord from the Board of Directors:** Following discussion, upon motion duly made by Director Payotelis, seconded by Director O’Sullivan, and, upon vote, unanimously carried, the Board acknowledged the resignation of Director Doug Secord from the Board of Directors, effective at the end of the November 15, 2021 meeting.

Appointment of Officers: Following discussion, upon motion duly made by Director Payotelis, seconded by Director O’Sullivan, and upon vote unanimously carried, the following slate of officers were appointed for the District:

President:	Daniel Payotelis
Treasurer:	Brian O’Sullivan
Secretary:	Vacant
Assistant Secretaries:	Vacant

ADJOURNMENT There being no further business to come before the Board at this time, upon

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motion duly made by Director O'Sullivan, seconded by Director Payotelis and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: _____
Secretary for the Meeting

February 16, 2023

RE: Landscape Management Proposal for Highline Crossing Metro District

Dear Peggy and District Board Members,

Thank you for the opportunity to submit this proposal and for your consideration of BrightView as your next service partner. With the ever-growing awareness and critical view of all aspects of your homeowner's overall experience, we appreciate our role of maximizing that experience through manicured landscape features.

While there are many landscape contractors in our industry, there is a distinct difference between a good contractor and the RIGHT contractor for each customer. Below are compelling reasons that we feel a business partnership with BrightView will benefit you more than that of any other contractor:

- **CONSULTATIVE APPROACH THAT FOSTERS PARTNERSHIP AND MAXIMIZES VALUE** — As one of the few service contractors that perform work on a weekly basis, we feel it is imperative to not just communicate, but to engage in dialogue that ensures alignment and that we present you with ideas to make the most effective use of your landscape. During our visit of the property, we identified things like dead plants the need removed / replaced, leaves that need to be cleaned up, turf areas that need to be re-sodded, and just the need for more attention to detail.
- **JUSTIFIED AND TRANSPARENT PRICING** — The pricing we've created (See page 5) is an honest price for what it will take to do the work we've agreed to. Our estimating and proposals are backed by data, history and industry standards. We don't provide a low price just to get the contract and then "manufacture" ways to inflate our profit (ie unjustified irrigation invoices). We would also ask you to consider your landscape from a holistic perspective as this is where we feel we can make the most significant difference.
- **RESOURCES AND STAFFING** — While our competitors struggle to grow or even maintain their business, we are able to equip our teams by sharing labor and resources with 4 other BrightView offices in the state. We also leverage a national workforce to hand-pick talented and experienced managers whose primary responsibility is customer service. We have already confirmed a full staff of qualified labor for 2023, meaning we have the resources to honor our commitment and respond in a timely manner to your service requests and special projects.

- **ESTABLISHED AND STABLE** – With over 70 years in business, we have the structure, financial stability, fleet management, training and recognized safety programs that allow us to thrive and be less affected by things like inflation or changes in political leaders
- **COURTESY AND PROFESSIONALISM** – We understand that it is important for your community to have a good working relationship with your contractor. In addition to a personable and knowledgeable management team, our staff is trained and evaluated on their professionalism, safety and courtesy while on our customer’s properties. Our “landscape etiquette” is part of the training for each team member that will work on your property
- **CONTINUOUS IMPROVEMENT** – Our financial support allows us to constantly find ways to do things better and more productively. We leverage technology, update our training and work with our customers to understand how to better cater our business to them

We appreciate that the quality of our work and the thoroughness in which we perform it are an integral part of giving you and your residents the best possible experience. What this proposal cannot measure is the depth of our commitment to be a proactive, innovative, flexible and solution-oriented partner. While we hope this proposal provides a level of detail that gives you comfort that BrightView is your most qualified option, we fully realize additional questions, further information and clarifications may be necessary.

We would love to meet with you to discuss our services. Should you have any questions, or I can provide more information that helps you make your decision, please do not hesitate to call me. Thank you for the opportunity to participate in this bid process. We look forward to your favorable reply.

Sincerely,

Shad Parrish
Business Developer



Communication Tools

BrightView has partnered with ProntoForms to help capture quality assessment practices. ProntoForms allows us to share our findings with the local contact at each site. Once you become our customer, you'll receive these "QSA Reports" on a regular basis.

These assessments are completed by the Account Manager and then automatically emailed to whoever you identify should receive them

As you can see, the reports include images, pricing and recommendations that will give you a full view of your landscape. This is just one of the means we'll communicate the condition of your property to you.

Electronic Quality Site Assessments (QSA)

- '360 degree' site inspections, performed with designated site contact
- Provides opportunity for site contact and Branch Account Manager to strategically discuss short and long term plan for the site
- Tags photos with notes
- Electronically tracks carry-over items
- Results downloaded and can be electronically sent to other stakeholders

Quality Site Assessment

General Information

Property Name: Southwinds I & II
Date: Tuesday, January 24, 2017
Next Inspection Date:
Client Attendees:
Brightview Attendees: Charles Bland

CUSTOMER FOCUS AREA:

CARRYOVER ITEMS (CheckBox = DONE): None

MAINTENANCE ITEMS:

- 1) Prune podocarpus to 6' in overall height surround
- 2) remove any palm seedlings coming up in garlic bed
- 3) Remove any Cogan grass coming up through garlic bed
- 4) Recommend rejuvenation pruning of pittosporum
- 5) Prune oleanders in pool area to approximately 6 ft canes to grade
- 6) Discuss with Debbie the pruning of pittosporum to its current height
- 7) Provide proposal for drainage in large pots on patio
- 8) Request approval for \$1000 to replenish ferns and 60 total one gallon ferns
- 9) Cut back one declining ligustrum on west side of pool
- 10) Cut back all roses to 18 inches in overall height
- 11) Remove all volunteer Palm's coming up through lawn
- 12) Treat dollar weed in junipers east of parking garage
- 13) Cut back all ornamental grasses throughout

RECOMMENDATIONS FOR PROPERTY ENHANCEMENT:

NOTES TO OWNER/CLIENT:

QUALITY SITE ASSESSMENT REPORT





A Structure Designed to Support

The team selected to maintain your landscape has the skills and experience necessary to meet your specific needs and expectations. Below is what you can expect from each of the team members in place to support you.

CLIENT SERVICE TEAM

Job Title	Job Responsibility
Field and Landscape Crews	<ul style="list-style-type: none"> Experienced landscape professionals at the heart of our company Strong focus on attention to detail. In charge of all ground-work that will take place on site, including: mowing, blowing, edging, pruning, weeding and debris pick up. Fulfill all contractual obligations and are directed by the Production Manager and Account Manager.
Crew Leader	<ul style="list-style-type: none"> Ensures readiness of workers, tools, and materials Trains field personnel Performs and leads job specifications
Production Manager	<ul style="list-style-type: none"> Manages and schedules crews Ensures readiness of workers, tools and materials Maintains safe working conditions Trains field personnel Ensures delivery of job specifications and quality
Account Manager	<ul style="list-style-type: none"> Primary customer contact Accountable for customer satisfaction Ensures compliance to job specifications and quality
Branch Manager	<ul style="list-style-type: none"> Ensures quality and efficient landscape management for clients Consistently improves best practices within the service branch Leads and supports all branch personnel
Vice President & General Manager	<ul style="list-style-type: none"> Ensures quality and efficient landscape management for clients Responsible for supporting the entire market's successful operation

Services and Pricing

8 Month Landscape Maintenance Program

<u>Service:</u>	<u>Frequency:</u>
Mowing / Trimming / Blowing of clippings	26
Turf Fertilization (Timed-release blend)	1*
Turf Pre-emergent Weed Control	1
Turf Post Emergent Weed Control	2
Aeration	1
Edge Curbs and Walks	13
Debris Removal - Summer	30
Shrub Prune	1
Tree Trim	1
Maintain Tree Rings	2
Trim Grasses / Perennials	1
Hand Pulling Weeds in Beds	26
Pre-Emergent Weed Control (Beds)	1
Post-Emergent / Spot Spraying (Beds)	26
Irrigation Activation	1
Irrigation Inspection	13
Irrigation Winterization / Wrap Backflows	1
Spring Cleanup	1
Fall Cleanup	1
Native Mow	2
Native Weed Control	1
Clean Drainage	8

Total Contract Value \$25,248

Monthly Payment \$ 3,156

*The turf fertilizer product we use is a polymer-coated, slow release blend that feeds the grass gradually over the year and only needs to be applied once. We use this product on 98% of our contracts with satisfactory results. We would be happy to provide product specifics and references from our customers upon request

**Based on the unknown variables associated with cleaning the drainage, our scope is limited to simply removing and minor trash from the area. Any type of sediment removal or large scale cleaning will be done under a separate work order

Hourly Rates / Unit Pricing:

- Foreman with truck - \$60
- General Labor, per laborer - \$55
- Laborer with Equipment - \$55
- Native Area Mowing - \$85
- Irrigation Technician - \$70
- Irrigation Helper - \$55
- Backflow Testing - \$140 per device
- Hand Watering - \$70 / hr + equipment
- Chemical Application - \$95 / hr
- Emergency Call (2 hour minimum) - \$200
- Landscape Consultation – No Charge



Etiquette & Professionalism

Our purpose is to take care of those within Highline Crossing by delivering consistent excellence. Our team members take great pride in the work they do and the trusted relationships they foster, and that extends to the respect you can expect to see towards both people and property. Here are some ways we plan to take care of you and your neighbor, while taking care of your landscape.

Our Etiquette Practices

- Mow up around people and property when during the least busy times of the school day.
 - Eliminates the risk of injury
 - Eliminates distractions
- We practice the 25 Rule – within 25' feet from any pedestrian we stop and power down our equipment and acknowledge with a smile, wave, or hello
- Breaks are taken at low visibility areas so as not to disrupt homeowners.
- Perform detail items such as weed control or debris removal during morning or afternoon commute.
- Do not mow close to occupied areas
- Look professional. All of our team members are equipped with uniforms

Professionals on the Job

- All team members will adorn a clean BrightView uniformed shirt
- When applicable, team members will also sport a BrightView hat
- All team members will wear Proper Personal Protective Equipment (PPE)
 - ANSI-Approved eye protection
 - Hearing protective devices
 - Class III safety vests
 - Safety toe boots



Our Employee Verification Process

BrightView confirms the eligibility of each and every employee at time of hire, through a web-based system E-Verify. Electronically comparing information provided by the employee to records available to the U.S. Department of Homeland Security (DHS) and the Social Security Administration (SSA), BrightView receives a response within seconds regarding the employee's eligibility. E-Verify is administered by SSA and U.S. Citizenship and Immigration Services (USCIS).



Honors and Awards

This past November BrightView was recognized among our competitors for our work in the realm of landscape maintenance at the Associated Landscape Contractors of Colorado ELITE Awards. This is the 4th time in 10 years that our team has been recognized.

"Sara has provided her expertise in verifying good plant health, native grass growth and suggestions of punch list items throughout our walks. Sara has gone above and beyond to ensure all punch list items were completed in a high quality manner for the District. Our common area committee, which represents nine homeowners, trusts Brightview to do the job and to do the job well!"





ENVIRONMENTAL DESIGNS, INC.

DENVER METRO
(303) 287-9113
12511 E. 112TH AVE.
BRIGHTON, CO 80640

NORTHERN COLORADO
(970) 237-6225
3950 PATTON AVE.
LOVELAND, CO 80538

WWW.ENVIRONMENTALDESIGNS.COM

LANDSCAPE MAINTENANCE AGREEMENT

EDI Contact: Tom White

Project Name: Highline Crossing Metro District
Project Address 9708 E. Kansas Ave, Aurora, CO

Proposal #: 107425

Effective Date: April 1, 2023

Termination Date: October 31, 2023

THIS LANDSCAPE MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of 4/1/2023 (the "Effective Date") by and between Environmental Designs, Inc. (the "Contractor") and Highline Crossing Metro District (the "Client"). The Client and Contractor agree as follows:

1. SCOPE OF WORK

A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, and tools required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.

B. The Contractor shall commence work on the Effective Date and shall expire on the Termination Date unless sooner terminated as provided in this Agreement.

2. GENERAL PROVISIONS

A. The Contractor shall be responsible for any damages caused by his work force while performing the requirements of this agreement. The Contractor shall provide Labor and Materials for the repair or replacement of these damages.

B. This proposal shall expire unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the offering party receives notice of acceptance within ten (10) calendar days of the date of this contract. If accepted, this document shall become a contract between Client and Contractor. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between Client and Contractor.

C. This agreement constitutes the entire contract between the Client and Contractor, and any prior agreements pertaining thereto, whether verbal or written, have been merged and integrated into this contract. No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by both the Client and an authorized agent of Contractor. Any obligation in this contract that, by its terms, is intended to be performed after completion shall survive the same.

3. TERMINATION

A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination.

B. Contractor and Client agree that the work performed is proportionally greater during the growing season. In the event of termination full payment for actual services performed or materials provided become due and payable on or before date of termination. In the event of pre-payment of services or materials not performed or provided, a refund will be due and payable on termination date.

C. In the event that Contractor cannot secure an adequate labor force to perform the work as outline within this agreement, at the sole discretion of Contractor, Contractor may cancel this agreement without penalty from Client subject to notification as outlined above.

D. If payment for services rendered is delinquent by thirty (30) days or more, Environmental Designs, Inc. reserves the right to suspend services until the account is made current without any breach of contract.

4. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. The Contractor shall provide proof of coverage to the client prior to work being performed.

Award-Winning Landscape Architecture, Construction, & Maintenance since 1989

303.287.9113 Main 970.237.6225 Northern Colorado 12511 East 112th Avenue, Brighton, CO 80640 environmentaldesigns.com

5. ADDITIONAL SERVICES AVAILABLE

A. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

- 1. Full Landscape Design Services by in house Architects and Designers.
2. All sizes of landscape construction projects, both residential and commercial.
3. Irrigation system design, installation, and service.
4. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decksapes, etc.
5. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
6. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
7. Full Arbor Services including tree pruning, tree removal, and stump grinding.
8. Estate Maintenance Programs
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

6. PAYMENT SCHEDULE

A. All payments are to be made on or before that last day of each month. Billing cycle will be processed on the first for services performed for that month. Time and material charges will be invoiced separately and will be due NET 30 from date of invoice.

B. Payments past due fifteen (15) days shall incur a finance charge of 1.5% per month (18% per annum). ENVIRONMENTAL DESIGNS, INC. or its assignee shall be entitled to collect all reasonable costs and expenses of collection, including, but not limited to, reasonable attorney fees.

C. In consideration for the Contractor's performance of the Work included in this agreement and before any Additional Services Addendums, if any, the Client will pay the Contractor as follows:

7 Monthly Installments of: \$2,923.54
Starting: April 2023
Ending: October 2023
Total Contract Price: \$20,464.77

D. In the event that the average fuel price index, as found on http://www.denvergasprices.com, reach or exceed \$4.00 per gallon, a fuel surcharge of 3% will be applied to all invoices associated with this Snow Services Agreement until fuel prices drop below the aforementioned benchmark price, said surcharge shall increase 3% for every \$0.50 increase above the benchmark price of \$4.00 per gallon.

7. ACCEPTANCE

ENVIRONMENTAL DESIGNS, INC.
12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113

Highline Crossing Metro District
9708 E. Kansas Ave
Aurora, CO
303-987-0835

Contractor Signature Date

Client Signature Date

Printed Name

Printed Name

EXHIBIT A

Scope of Services (the "Work")

Weekly Services	Frequency included in this Agreement	26
<p>Weekly Services shall include the weekly monitoring of landscape areas for loose trash and debris, trimming of turf areas where necessary, weed control in beds, blowing of grass clippings from walks, porches, and curb lines, and mowing of all turf areas to a height of 3"-4" from May to September and twice monthly in April and October. Steel-blade edging along sidewalks and curbs will be performed bi-weekly from April to October.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>		
Aeration - Spring	Frequency included in this Agreement	1
<p>A core aeration of all turf areas shall be performed in the Spring to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.</p>		
Aeration - Fall	Frequency included in this Agreement	1
<p>A core aeration of all turf areas shall be performed in the Fall to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.</p>		
Fertilization - Spring Turf	Frequency included in this Agreement	1
<p>Spring Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to a strong "green up" during the spring, and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season. The Spring Fertilization application of fertilizer is coupled with a granular pre-emergent weed control to mitigate germination of weeds in turf areas. Thus, reducing the overall volume of weeds to be controlled with a broadleaf herbicide.</p>		
Spring Leaf & Debris Clean-up	Frequency included in this Agreement	1
<p>Spring Leaf & Debris Clean-up consists of the cleaning of any leftover leaves, bed maintenance, and edging along sidewalks and hardscape as needed.</p>		
Fall Leaf & Debris Clean-up	Frequency included in this Agreement	1
<p>Fall Leaf and Debris Clean-up includes the raking or blowing of leaves and removal from landscape areas after all of the leaves have fallen from the trees and shrubs on the property. All leaves and debris will be disposed of off site.</p>		
Fall Leaf & Debris Clean-up - Round 2	Frequency included in this Agreement	1
<p>Additional Leaf and Debris Clean-ups will allow for multiple visits to rake, blow, and remove leaves and debris from the property. All leaves and debris will be disposed of off site.</p>		
Prune / Cutback Grasses & Perennials	Frequency included in this Agreement	1
<p>Prune / Cutback Grasses & Perennials includes the late winter or early spring cutting of the Ornamental Grasses and Perennials to promote healthy growth in the next growing season.</p>		
Prune Trees & Shrubs	Frequency included in this Agreement	1
<p>This service includes the one-time pruning of all shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) on site at the appropriate time during the growing season to accommodate normal growing habits. This includes the removal of nuisance growth and site restrictions. Large tree trimming and removal, rejuvenation pruning, full removal of dead and/or dying branches & limbs, and other major pruning projects are available upon request under separate bid.</p>		
Prune Trees & Shrubs - Touchup	Frequency included in this Agreement	3
<p>This service includes additional rounds of selective pruning of nuisance growth and site restrictions on shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) on site.</p>		

EXHIBIT A

Scope of Services (the "Work")

Irrigation Activation	Frequency included in this Agreement	1
<p>This service includes the activation of the irrigation system and a full system check. If any repairs are necessary to complete the activation of the irrigation system, a proposal for said repairs will be delivered for approval. Any delay in approving Spring Activation Repairs may result in a delay in fully activating the irrigation system.</p>		
Irrigation Checks - Bi-Weekly	Frequency included in this Agreement	14
<p>This service includes a full system check as necessary up to every other week during the growing season. This service includes checking the entire system for proper operation, the minor adjustment of irrigation heads, clearing plugged nozzles, and Irrigation Timer adjustments. In the event of a non-operable condition not caused by the Contractor's Mowing Operations, any irrigation system repairs necessary will be corrected and billed at \$80.00 per man hour plus materials and machine if necessary. This includes raising and lowering irrigation heads, clearing of plugged lines, replacement of broken or missing irrigation heads, redesign work, additions, valve locating, Irrigation Timer repairs and replacements, toning or tracing wires, and anything that requires digging or excavation.</p> <p>Contractor provides 24-Hour Emergency Service with a two hour minimum billed as outlined above.</p>		
Irrigation Winterization	Frequency included in this Agreement	1
<p>This service includes a fully system shutdown and Winterization.</p>		
Pre-Emergent Application-Beds/Parking	Frequency included in this Agreement	1
<p>This service includes the spraying of a Pre-Emergent Weed Control Pesticide on all beds and cracks in the adjacent walks and parking areas.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>		
Broadleaf Application Round 1	Frequency included in this Agreement	1
<p>This service includes one broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>		
Broadleaf Application Round 2	Frequency included in this Agreement	1
<p>This service includes one spot spray or full broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas as needed.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>		
Winter Services	Frequency included in this Agreement	24
<p>Winter Services are included under this agreement and shall consist of a weekly policing of the property for removal of loose trash & debris.</p>		
Detention Pond Maintenance	Frequency included in this Agreement	12
Native Mowing Round 1	Frequency included in this Agreement	1
<p>This service includes one round of mowing of the Native Areas associated with this agreement.</p>		

EXHIBIT A Scope of Services (the "Work")

Native Mowing Round 2 This service includes one round of mowing of the Native Areas associated with this agreement.	Frequency included in this Agreement	1
Native Broadleaf Weed Treatment This Service includes spraying the Native Grass Areas with a broadleaf herbicide for weed control.	Frequency included in this Agreement	1

Additional Services Addendums

In the event that any Additional Services are included in this agreement they shall be attached hereto as an Addendum to this Exhibit A and if executed properly shall be incorporated into the Scope of Services (the "Work") and any fees and terms shall be incorporated into this agreement.



2023 - 7 Month Landscape Maintenance Contract Proposal

Date 1/27/2023

Customer Peggy Ripko | Special District Management Services, Inc | 141 Union Blvd, Suite 150 | Lakewood, CO 80228

Property Highline Crossing Metro District | 9869 E. Kansas Ave | Aurora, CO 80247

I would like to **thank you** for considering Landtech to meet your specific needs. For over **thirty-five years** we have been dedicated to serving clients just like you by creating and maintaining the most beautiful landscapes in Denver, Colorado Springs, Loveland, and surrounding areas. Our modern fleet of equipment and best personnel in the industry keep us highly recommended by our clients. Our full range of services include: *Custom Enhancements, Innovative Construction, Skillfull Maintenance, and Punctual Snow Removal.*

Fixed Payment Services

Description	Frequency
7 Month Landscape Maintenance Standard Package	
Weekly Service	26
Bed Pre Emergent	1
Turf/Broadleaf/PreEm	1
Aeration	2
Irrigation Activation	1
Irrigation Check	20
Irrigation Winterization	1
Spring Clean up	1
Fall Clean up	2
Pruning	1
Native Mow	2
Native Weed Application	1
Annual Maintenance Price	\$29,806.00

Payment Schedule

Schedule	Price
April	\$4,258.00
May	\$4,258.00
June	\$4,258.00
July	\$4,258.00
August	\$4,258.00
September	\$4,258.00
October	\$4,258.00
	<hr/>
	\$29,806.00

By _____
Fernando Lopez
Date 1/27/2023

Landtech Contractors

By _____

Date _____

Highline Crossing Metro District

Services

Weekly Service

Mowing

1. All turf areas shall be mowed at the specified frequencies noted on the attached proposal. The Contractor will determine mowing height. Frequency of mowing will vary in the spring and fall, due to seasonal weather conditions and growth rate of turf.
2. Grass catchers will be used only if there is a specific need and will be used at the discretion of the Contractor. Excessive clippings will be removed from turf.
3. Contractor reserves the right to leave areas un-mowed which he feels would be unsafe to mow due to, but not limited to, the following reasons:
 - a. Areas in use at the time of mowing by large groups of residents, children, etc.
 - b. Areas excessively wet due to rain or improper drainage not caused by the contractor.
 - c. Areas with large concentration of pet droppings.
 - d. Areas under construction.

Trimming

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

Edging

1. Edging of walks, swimming pool decks, etc. will be done at the frequency specified in the attached proposal, through the use of a steel blade edger.
2. Edging is limited to concrete areas, in order to avoid damage to irregular asphalt, flagstone, brick, wood walks and decks.
3. Concrete drainage pans/spillways will not be edged, unless otherwise specified in this contract.
4. Excessive debris resulting from edging shall be collected and removed.

Police Area

1. All landscape areas will be policed for loose trash in conjunction with mowing operations. Annual contracts will be policed for loose trash at the frequencies specified in the attached proposal.
2. Policing does not include the clean-up of drives and parking lots unless specified in this contract. The clean-up of debris due to vandalism, dumping, improperly contained dumpsters, acts of God, etc., will be an extra service to this contract.
3. Removal of pet droppings is not the responsibility of the Contractor unless otherwise specified. Tree, Shrub, and Bed Care

Bed Care

1. Rock bed areas will be inspected at the frequencies specified in the attached proposal for

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

Tree and Shrub Care

1. Contractor will monitor, on a regular basis, the health of all plant materials and will provide recommendations and estimates to the Contracting Company for such items as: fertilization, insect, and disease control. Most treatment would be done on a curative basis; however Contractor may recommend from time to time to treat potential problems on a preventive basis. **Note:** Contractor reserves the right to hire a subcontractor to perform this service. Subcontractor shall be a licensed commercial applicator.
2. In order to prevent damage by mowers and trimmers to trees and shrubs planted in turf areas, the Contractor if included in the attached proposal will provide a grass-free area around all trees and shrubs. Contractor assumes no liability for damage to trees and shrubs not properly protected.

Bed Pre Emergent

1. Where needed, Contractor will recommend pre-emergent weed control if not included in the attached proposal. Pre-emergent weed control will be done at the expense of the Contracting Company, and only after approval is obtained.

Turf/Broadleaf/PreEm

1. Where needed, Contractor will recommend pre-emergent weed control if not included in the attached proposal. Pre-emergent weed control will be done at the expense of the Contracting Company, and only after approval is obtained. **Note:** Contractor reserves the right to hire a subcontractor to perform this task. Subcontractor shall be a licensed and insured commercial applicator.

Aeration

1. Aerations will be performed with a core aerator at the frequency specified in the attached proposal.

Irrigation Activation

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

Irrigation Check

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

Irrigation Winterization

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

Spring Clean up

1. At the frequency specified in the attached proposal, Contractor will perform spring cleanup including gathering and removing trash, leaves, and debris in turf and bed areas. Parking lots are excluded.

Fall Clean up

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

Pruning

1. The Contractor shall be responsible for pruning of all trees and shrubs on the property at the frequencies indicated in the attached proposal. All plant material over 15 feet in height is excluded.
2. Plants shall be pruned in accordance with regularly accepted industry standards for pruning. Pruning is done to promote healthy growth; to prevent weak or abnormal limb structure; to control unwanted leggy growth and to maintain the natural growth habit of the plants. Proper pruning practices do not include shaping of plants such as: boxed, squared, balls, etc. Shrubs will be pruned in such a manner as to maintain natural shape.

Native Mow

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

Native Weed Application

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

Terms & Conditions

General Scope of Work

1. **Scope of Work:** Contractor will furnish all labor, tools, specialized equipment, supervision and transportation required to maintain the landscape in an attractive condition throughout the year for the maintenance period specified in contract.
2. **Definitions:** The term "Contractor" where used in this agreement shall mean Landtech Contractors, Inc. The representative is Larry D. Overley. The term "Contracting Company" where used in this agreement shall mean Owner or Management Company.
3. **Insurance:** Contractor will carry complete and adequate worker's compensation, automobile, and general liability insurance in the amount of not less than \$1,000,000.00 (One Million Dollars). Contractor shall supply Contracting Company with a certificate of insurance of such coverage prior to commencement date.
4. **Damages:** Contractor will be responsible for any damages to the property caused by this contract. The cost of all repairs will be borne by the Contractor.
5. **Acts of God:** The Contractor assumes no responsibility for and shall not be held liable by the Contracting Company for damages due to conditions beyond the contractor's control. Such conditions include, but are not limited to: harsh weather; abnormally cold winter temperatures; snow damage; ice; melting snow; wind; fire; vandalism; theft; and previous contractor's neglect or improper practices.
6. **Pre-Existing Conditions:** It is acknowledged by the parties that the present condition of the turf grass is Average; the present condition of trees is Average; the present condition of shrubs is Average; the present condition of the sprinkler system is Average; the present condition of walks is Average; the present condition of drives is Average and the present condition of native area is Average. The Contractor is not responsible for any such conditions nor any continual wear and tear, or acts of third parties.
7. **Communication System:** The Contractor is expected to be available via telephone, and respond as necessary to emergencies that may arise. Emergencies are defined as items, which, by their nature, cannot be postponed and may cause damage to health or property. Response to emergencies will be by whatever means is most practical to remedy a particular situation. Contractor is entitled to compensation for such emergencies.
8. **Personnel:** Contractor's employees shall conduct themselves in a workmanlike manner at all times. Contractor is expected to provide adequate supervision at all times.
9. **Licenses and Permits:** Contractor shall be responsible for obtaining and paying for all licenses and permits required by Federal, State, and local laws that are necessary for the legal operation of the Contractor's business. Such licenses and permits shall include, but not be limited to: business, and commercial pesticides applicator. However, special permits (such as special watering permits) will be obtained at the expense of the Contracting Company.
10. **Weather permitting:** All items in this agreement are stated assuming that weather conditions are favorable. Contractor is not to be held responsible, in any way, for delays in the completion of specified

tasks due to weather conditions.

11. **Modification:** In all cases, the included "Exhibit D-Description of Services" shall supersede or modify items stipulated in the "Exhibit B-General Scope of Work".

Terms and Conditions

1. **Term.** The term and start date of this agreement shall be agreed upon in exhibit E.
2. **Assignment.** Neither party may assign this contract without the written consent of the other party.
3. **Scheduling.** All work scheduling shall be at the discretion of Contractor as to time, day, month, etc. Contracted items will be given priority over time and material or extra work, in order to remain on established schedules.
4. **Delay.** The Contractor shall not be held liable for delays in completion of contracted items, due to, but not limited to: acts of God; acts of Contracting Company; weather conditions; acts of public; or any other unforeseen items beyond the reasonable control of the Contractor.
5. **Modifications.** The general requirements, technical specifications, statement of charges, and landscape maintenance contract are all considered a part of this agreement and shall constitute the entire agreement between the contracting parties. No variance or modification shall be valid and enforceable, unless mutually agreed upon in writing.
6. **Pricing and Payment.** The total amount of the base contract and base monthly charges shall be agreed upon in exhibit E. All accounts will be billed on the 1st day of each month, with terms of net 10 days for account to be paid in full. Early termination of the contract will result in an audit of actual services performed and billed accordingly. Extra services, if authorized, and emergency services shall be billed at the rates listed in section III of the "Statement of Charges" in the contract plus materials.
7. **Termination Without Cause.** Either party may terminate this agreement without cause by sending written notice to the other party at the respective addresses herein stated. Written notice is to be given at least 30 days prior to effective date of termination. Full payment for the actual services performed and materials provided at time of termination becomes due and payable on, or before, date of termination. In the event of pre-payment of services not performed and/or materials not provided, credit refund will be due and payable on, or before, date of termination.
8. **Termination for Cause.** Either party may terminate this contract for cause, upon sending written notice to the other party. Contractor may terminate this agreement for cause, upon sending written notice to the other party. Contractor may terminate this agreement for cause: (a) upon Contracting Company's failure to make any of the agreed upon payments, as outlined herein; or (b) for the Contracting Company's unreasonable determination of "lack of satisfactory performance or substantial completion of the Contractor's duties as specified herein". Contracting Company may terminate this agreement for cause: (a) for proof of lack of satisfactory performance; or (b) for obvious gross negligence or neglect by the Contractor.
9. **Early Termination.** If customer terminates 12 month contract before end of 12 month period, payment is due for services rendered.
10. **Notices.** All notices required hereunder shall be in writing and shall be sent in the United States mail, certified mail, return receipt requested, correctly addressed to contractor: Landtech Contractors, Inc.

Maintenance Division, 525 N. Laredo St. Aurora, CO 80011

11. **Acceptance of Proposal.** The above prices, specifications, and conditions are satisfactory and are hereby accepted. LANDTECH CONTRACTORS, INC. is authorized to do the work as specified. Payment is outlined above in Section IV, paragraph 7. OWNER agrees that accounts 30 days past due will be charged 1.5% per month (18% per year). Should this account be referred to an agency, attorney or court for collection, OWNER agrees to pay reasonable attorney's fees, court costs and any other expenses of collection by LANDTECH CONTRACTORS, INC.

12. **Attorneys Fees.** In the event either party to this agreement commences an action to enforce the terms of this agreement, then the prevailing party shall be entitled to recover its attorney's fees and costs.