

# HIGHLINE CROSSING METROPOLITAN DISTRICT

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Lakewood, Colorado 80228-1898  
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www.Colorado.gov/hcrossmd

## NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Doug Secord	President	2022/May 2022
Daniel Payotelis	Assistant Secretary	2023/May 2022
<b>VACANT</b>		2023/May 2022
<b>VACANT</b>		2023/May 2022
<b>VACANT</b>		2022/May 2022
David Solin	Secretary	

DATE: November 16, 2020 (Monday)

TIME: 6:00 P.M.

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

### I. ADMINISTRATIVE MATTERS

- A. Confirm Quorum and Present Disclosures of Potential Conflicts of Interest.  

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

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- C. Acknowledge the resignations of Suzanna M. Lora and Tiffany Steel from the Board of Directors effective, as of July 15, 2020 and August 19, 2020 respectively.  

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- D. Consider appointment of District eligible electors Jeff Lentz and William Moore to the Board of Directors. Administer Oaths of office.  

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- E. Review and approve Minutes of the June 22, 2020 Special Meeting (enclosure).  

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- F. Discuss business to be conducted in 2021. Consider adoption of Resolution No. 2020-11-01 of the Board of Directors of the Highline Crossing Metropolitan District Establishing Regular Meeting Dates, Time and Location, and Designating Location for posting 24-Hour Notices (enclosure).
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- G. Discuss §32-1-809, C.R.S. reporting requirements and mode of eligible elector notification (2021 SDA Website).
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II. PUBLIC COMMENTS

- A. \_\_\_\_\_

III. FINANCIAL MATTERS

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

Fund	Period Ending July 14, 2020	Period Ending Aug. 12, 2020	Period Ending Sept. 16., 2020	Period Ending Oct. 19, 2020
General	\$ 6,626.13	\$ 19,218.00	\$ 10,249.79	\$ 14,223.20
Debt	\$ -0-	\$ -0-	\$ 5,500.00	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-	\$ -0-
<b>Total</b>	<b>\$ 6,626.13-</b>	<b>\$ 19,218.00</b>	<b>\$ 15,749.79</b>	<b>\$ 14,223.20</b>

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- B. Review and accept unaudited financial statements through the period ending September 30, 2020 (enclosure).
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- C. Consider engagement of Schilling & Company, Inc. to perform 2020 Audit, for an amount not to exceed \$4,700 (enclosure).
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- D. Conduct Public Hearing to consider Amendment to 2020 Budget and (if necessary) consider adoption of Resolution to Amend the 2020 Budget and Appropriate Expenditures.
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- E. Conduct Public Hearing on the proposed 2021 Budget and consider adoption of Resolutions to Adopt the 2021 Budget and Appropriate Sums of Money and Set Mill Levies (for General Fund \_\_\_\_\_, Debt Service Fund \_\_\_\_\_ and Other Fund(s) \_\_\_\_\_ for a total mill levy of \_\_\_\_\_) (enclosures – preliminary assessed valuation, resolutions and draft 2021 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. Discuss and consider adoption of a Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Colorado Constitution, Article X, Section 3 (enclosure).
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- H. Consider appointment of District Accountant to prepare the 2022 Budget and set date for public hearing to adopt the 2022 Budget (\_\_\_\_\_, 2021).
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IV. LEGAL MATTERS

- A. Ratify Legal Services Agreement with Altitude Law (enclosure).
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V. COVENANT CONTROL/COMMUNITY MANAGEMENT

- A. Review and discuss Community Manager's Report (enclosure).
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- B. Ratify approval of Service Agreement between the District and Emerald Isle Landscaping. for Snow Removal Services (enclosure).
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- C. Consider approval of Service Agreement between the District and Emerald Isle Landscaping for Landscape Maintenance Services (enclosure).
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- D. Consider approval of proposal from Emerald Isle Landscaping for replacement of wireless rain sensors (enclosure).
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- E. Consider approval of proposal from Emerald Isle Landscaping for removal of sediment in Detention Pond (enclosure).
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VI. OTHER BUSINESS

- A. \_\_\_\_\_

VII. ADJOURNMENT **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2020.**

# RECORD OF PROCEEDINGS

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## MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE HIGHLINE CROSSING METROPOLITAN DISTRICT HELD JUNE 22, 2020

A special meeting of the Board of Directors of the Highline Crossing Metropolitan District (referred to hereafter as the “Board”) was convened on Monday, June 22, 2020, at 6:00 p.m., Due to concerns regarding the spread of the coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, 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.

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**Directors In Attendance Were:**

Tiffany Steel

**Also In Attendance Was:**

David Solin and Peggy Ripko; Special District Management Services, Inc.

Paula Williams, Esq.; McGeady Becher P.C.

Dawn Schilling; Schilling & Company, Inc.

Daniel Payotelis, Douglas Secord and Suzanna M. Lora; Residents and Board Candidates

Jeff Lentz; Resident

**DISCLOSURE OF  
POTENTIAL  
CONFLICTS OF  
INTEREST**

**Disclosure of Potential Conflicts of Interest:** Attorney Williams reviewed the requirements of Colorado Law to disclose potential Conflicts of interest prior to Board Meeting. Attorney Williams requested that the Directors consider whether they had any conflicts of interest to disclose and noted for the record that there were no new disclosures made by the Directors present at the meeting.

**ADMINISTRATIVE  
MATTERS**

**Agenda:** Mr. Solin distributed for the Board’s review and approval a proposed Agenda for the District’s special meeting.

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

## RECORD OF PROCEEDINGS

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**Approval of Meeting Location:** The Board entered into discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the Districts' Board meeting.

Following discussion, upon motion duly made and seconded by Director Steel and, upon vote, unanimously carried, the Board determined 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 meetings were held by conference call. The Boards further noted that notice of the time, date and conference bridge information was duly posted and that they have not received any objections, or any requests that the means of hosting the meeting be changed by taxpaying electors within the Districts' boundaries.

**May 2020 Election:** Mr. Solin noted for the Board that the May 5, 2020 election was cancelled, as allowed under Colorado law, by the Designated Election Official because there were no more candidates than positions available on the Board of Directors. Directors Bird, Fantasky and Steel were deemed elected to 3-year terms ending in May 2023.

**Resignation of Directors:** The resignation of Directors Bird, Trujillo, Nier and Fantasky were acknowledged, effective as of May 8, 2020.

**Appointment of Directors:** The Board considered the appointments of District eligible electors Doug Secord, Suzanne M Lora, and Daniel Payotelis to fill vacancies on the Board of Directors.

Following discussion, upon motion duly made and seconded by Director Steel and, upon vote, unanimously carried, the Board appointed Doug Secord, Suzanne M Lora, and Daniel Payotelis to fill vacancies on the Board of Directors.

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

Following discussion, upon motion duly made and seconded by Director Steel and, upon vote, unanimously carried, the following slate of officers was appointed:

President	Doug Secord
Treasurer	Tiffany Steel
Secretary	David Solin
Assistant Secretary	Suzanna M. Lora
Assistant Secretary	Daniel Payotelis

## RECORD OF PROCEEDINGS

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**Minutes:** The Board reviewed the Minutes of the November 18, 2019 Special Meeting.

Following discussion, upon motion duly made and seconded by Director Steel, upon vote, unanimously carried, the Minutes of the November 18, 2019 Special Meeting were approved.

**Public Comments:** Mr. Lentz addressed the Board with questions regarding the following:

1. Dead trees on the North side of Kansas.
2. Dead grass along the cul de sac areas.
3. Installing a light by mailboxes.
4. Installing a community map and Communications Board by mailboxes.
5. Methods of communications for residents.
6. Light pole damage at the end of Fulton on the South side.

### **FINANCIAL MATTERS**

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

Fund	Period Ending Nov. 27, 2019	Period Ending Dec. 26, 2019	Period Ending Jan. 17, 2020	Period Ending Feb. 14, 2020
General	\$ 5,787.66	\$ 11,854.31	\$ 7,475.12	\$ 6,266.49
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-	\$ -0-
<b>Total</b>	<b>\$ 5,787.66</b>	<b>\$ 11,854.31</b>	<b>\$ 7,475.12</b>	<b>\$ 6,266.49</b>

Fund	Period Ending March 12, 2020	Period Ending April 13, 2020	Period Ending May 13, 2020
General	\$ 3,958.86	\$ 7,447.35	\$ 7,334.32
Debt	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-
<b>Total</b>	<b>\$ 3,958.86</b>	<b>\$ 7,447.35</b>	<b>\$ 7,334.32</b>

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

**Claims:** The Board then considered approval of the payment of claims for the period ending June 17, 2020, in the amount to of \$8,858.80.

Following review and discussion, upon motion duly made and seconded by Director Steel, upon vote, unanimously carried, the Board approved the payment of claims for the period ending June 17, 2020, in the amount of \$8,858.80.

## RECORD OF PROCEEDINGS

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**Unaudited Financial Statements:** Mr. Solin presented to the Board the unaudited financial statements and statement of cash position for the period ending April 30, 2020.

Following review, upon motion duly made and seconded by Director Steel, upon vote, unanimously carried, the Board accepted the unaudited financial statements and schedule of cash position for the period ending April 30, 2020.

**2019 Budget Amendment Hearing:** The President opened the public hearing to consider the Resolution to Amend the 2019 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2019 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. There were no comments from the public in attendance and the public hearing was closed.

Following review and discussion, upon motion duly made and seconded by Director Steel, upon vote, unanimously carried, the Board adopted the Resolution to Amend the 2019 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

**2019 Audit:** Ms. Schilling reviewed the 2019 Audit with the Board.

Following review and discussion, upon motion duly made and seconded by Director Steel, upon vote, unanimously carried, the Board approved the 2019 Audit and authorized execution of the Representations Letter, subject to legal review.

**Preparation of 2021 Budget:** The Board considered the appointment of the District Accountant to prepare the 2021 Budget.

Following discussion, upon motion duly made and seconded by Director Steel, upon vote, unanimously carried, the Board appointed the District Accountant to draft the 2021 budget. The Board determined to set the date for the public hearing to adopt the 2021 budget for November 16, 2020, at 6:00 p.m. at the regular meeting location.

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### **LEGAL MATTERS**

**Acceptance of Tracts from Meritage Homes, Inc.:** Attorney Williams discussed with the Board the acceptance of Tracts A-H, J-M, Highline Subdivision Filing No. 1, from Meritage Homes of Colorado, Inc.

Following review and discussion, upon motion duly made and seconded by Director Steel, upon vote and, unanimously carried, the Board acknowledged the acceptance of



## RECORD OF PROCEEDINGS

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Tracts A-H, J-M, Highline Subdivision Filing No. 1, from Meritage Homes of Colorado, Inc.

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### COVENANT CONTROL/ COMMUNITY MANAGEMENT

**Community Manager's Report:** Ms. Ripko presented, and the Board discussed and reviewed, the Community Manager's report.

**Service Agreement between the District and Emerald Isle Landscaping for 2020 Snow Removal Services:** The Board discussed the Service Agreement between the District and Emerald Isle Landscaping for 2020 Snow Removal Services.

Following discussion, upon motion duly made and seconded by Director Steel and, upon vote, unanimously carried, the Board ratified approval of the Service Agreement between the District and Emerald Isle Landscaping for 2020 Snow Removal Services.

**Mulch Proposal:** The Board reviewed a proposal from Emerald Isle Landscaping for refreshing mulch. Mr. Solin was directed to get more details and research additional options for mulch materials and phased refreshment.

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### OTHER BUSINESS

**2020 SDA Conference:** The Board entered into discussion regarding authorizing interested Board Members (and guest) to attend the 2020 SDA Virtual Conference on September 23, 24 and 25, 2020.

Following discussion, upon motion duly made and seconded by Director Steel and, upon vote, unanimously carried, the Board authorized interested Board Members to attend the 2020 SDA Virtual Conference on September 23, 24 and 25, 2020.

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### ADJOURNMENT

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

Respectfully submitted,

By: \_\_\_\_\_  
Secretary for the Meeting

**RESOLUTION NO. 2020-11-01**

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

A. Pursuant to Section 32-1-903, 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 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.

C. 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 on a public website of the special district ("**District Website**") at least 24 hours prior to each regular and special meeting.

D. 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.

E. Pursuant to Section 32-1-903, C.R.S., all special and regular meetings of the board shall be held at locations which are within the boundaries of the district or which 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 meeting location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Highline Crossing Metropolitan District (the "**District**"), Arapahoe County, Colorado:

1. That the provisions of Section 32-1-903(1), 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 regular and special meetings pursuant to Section 32-1-903(1), 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 2021 shall be held on \_\_\_\_\_ at \_\_\_\_\_, at the May Library 1471 S. Parker Road, , CO 80231 in Arapahoe County, Colorado.

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 location of all special and regular meetings of the District Board shall appear on the agenda(s) of said special and regular meetings.

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

7. That the District has established the following District Website, <https://www.colorado.gov/hcrossmd>, and the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to each regular and special meeting pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.

8. That, if the District is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:

(a) The corner of East Kansas Avenue and South Dayton Street.

9. Special District Management Services, Inc., 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 November 16, 2020.

**HIGHLINE CROSSING  
METROPOLITAN DISTRICT**

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

Highline Crossing  
July-20

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Altitude Community Law P.C	1296E	6/20 6/23/2020	7/14/2020	\$ 209.00	Legal	1675
Emerald Isle Landscaping Inc.	35400	7/1/2020	7/14/2020	\$ 2,251.28	Landscape Maintenance	1640
McGeady Becher, P.C.	1303W	5/20 5/31/2020	7/14/2020	\$ 405.00	Legal	1675
Special Dist Management Srvs		6/30/2020 6/30/2020	7/14/2020	\$ 1,724.50	Management	1680
Special Dist Management Srvs		6/30/2020 6/30/2020	7/14/2020	\$ 742.00	Accounting	1612
Special Dist Management Srvs		6/30/2020 6/30/2020	7/14/2020	\$ 182.00	Billing	1616
Special Dist Management Srvs		6/30/2020 6/30/2020	7/14/2020	\$ 900.00	Covenant Control	1610
Special Dist Management Srvs		6/30/2020 6/30/2020	7/14/2020	\$ 84.00	Election	1635
Special Dist Management Srvs		6/30/2020 6/30/2020	7/14/2020	\$ 113.26	Miscellaneous	1685
Xpress Bill Pay	49763	7/1/2020	7/14/2020	\$ 15.09	Billing	1616
				\$ 6,626.13		

**Highline Crossing Metropolitan District**  
**July-20**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	\$ 6,611.04	\$ -		\$ 6,611.04
<b>Auto-payments</b>	15.09	-	-	15.09
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<b>Total Disbursements</b>	<u>\$ 6,626.13</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 6,626.13</u>

Highline Crossing  
August-20

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Altitude Community Law P.C	1296 7-20	7/23/2020	8/12/2020	\$ 308.00	Legal	1675
Aurora Water	2296 7-20	7/31/2020	8/12/2020	\$ 2,882.04	Utilities	1765
Aurora Water	2296 6-20	6/30/2020	8/12/2020	\$ 2,146.62	Utilities	1765
Emerald Isle Landscaping Inc.	36167	7/31/2020	8/12/2020	\$ 690.00	Irrigation Repair	1642
Emerald Isle Landscaping Inc.	36036	8/1/2020	8/12/2020	\$ 2,251.29	Landscape Maintenance	1640
Emerald Isle Landscaping Inc.	35720	7/16/2020	8/12/2020	\$ 243.00	Irrigation Repair	1642
Emerald Isle Landscaping Inc.	36186	8/6/2020	8/12/2020	\$ 130.00	Irrigation Repair	1642
Emerald Isle Landscaping Inc.	36243	8/10/2020	8/12/2020	\$ 3,318.00	Irrigation Repair	1642
Full Spectrum Lighting Inc.	1706	7/14/2020	8/12/2020	\$ 145.00	Repairs and Maintenance	1740
McGeady Becher, P.C.	1303W 6/20	6/30/2020	8/12/2020	\$ 3,164.00	Legal	1675
POOP 911	3570726	7/6/2020	8/12/2020	\$ 25.00	Repairs and Maintenance	1740
POOP 911	3501961	6/1/2020	8/12/2020	\$ 25.00	Repairs and Maintenance	1740
POOP 911	3435777	5/4/2020	7/15/2020	\$ 25.00	Repairs and Maintenance	1740
POOP 911	3435778	5/11/2020	8/12/2020	\$ 25.00	Repairs and Maintenance	1740
POOP 911	3570728	7/20/2020	8/12/2020	\$ 25.00	Repairs and Maintenance	1740
POOP 911	3501962	6/8/2020	8/12/2020	\$ 25.00	Repairs and Maintenance	1740
POOP 911	3501965	6/29/2020	8/12/2020	\$ 25.00	Repairs and Maintenance	1740
POOP 911	3501963	6/15/2020	8/12/2020	\$ 25.00	Repairs and Maintenance	1740
POOP 911	3435779	5/18/2020	8/12/2020	\$ 25.00	Repairs and Maintenance	1740
POOP 911	3570729	7/27/2020	8/12/2020	\$ 25.00	Repairs and Maintenance	1740
POOP 911	3435780	5/27/2020	8/12/2020	\$ 25.00	Repairs and Maintenance	1740
POOP 911	3570727	7/13/2020	8/12/2020	\$ 25.00	Repairs and Maintenance	1740
POOP 911	3501964	6/22/2020	8/12/2020	\$ 25.00	Repairs and Maintenance	1740
Special Dist Management Srvs	7/31/2020	7/31/2020	8/12/2020	\$ 1,013.00	Management	1680
Special Dist Management Srvs	7/31/2020	7/31/2020	8/12/2020	\$ 924.00	Accounting	1612
Special Dist Management Srvs	7/31/2020	7/31/2020	8/12/2020	\$ 468.00	Billing	1616
Special Dist Management Srvs	7/31/2020	7/31/2020	8/12/2020	\$ 900.00	Covenant Control	1610
Special Dist Management Srvs	7/31/2020	7/31/2020	8/12/2020	\$ 195.71	Miscellaneous	1685
Xcel Energy	691001843	7/1/2020	8/12/2020	\$ 77.90	Utilities	1765
Xpress Bill Pay	50403	8/1/2020	8/12/2020	\$ 36.44	Billing	1616

\$ 19,218.00

**Highline Crossing Metropolitan District**  
**August-20**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	\$ 14,075.00	\$ -		\$ 14,075.00
<b>Auto-payments</b>	5,143.00	-	-	5,143.00
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<b>Total Disbursements</b>	<b>\$ 19,218.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 19,218.00</b>



**Highline Crossing Metropolitan District  
September-20**

<b>Vendor</b>	<b>Invoice #</b>	<b>Date</b>	<b>Due Date</b>	<b>Amount</b>	<b>Expense Account</b>	<b>Account Number</b>
Altitude Community Law P.C	1296 8-20	8/24/2020	9/16/2020	\$ 398.00	Legal	1675
Aurora Water	2296 8-20	8/31/2020	9/16/2020	\$ 2,656.87	Utilities	1765
Emerald Isle Landscaping Inc.	36634	9/1/2020	9/16/2020	\$ 2,251.28	Landscape Maintenance	1640
McGeady Becher, P.C.	1303W 7/20	7/31/2020	9/16/2020	\$ 479.50	Legal	1675
Special Dist Management Srvs	8/31/2020	8/31/2020	9/16/2020	\$ 1,218.50	Management	1680
Special Dist Management Srvs	8/31/2020	8/31/2020	9/16/2020	\$ 1,106.00	Accounting	1612
Special Dist Management Srvs	8/31/2020	8/31/2020	9/16/2020	\$ 253.50	Billing	1616
Special Dist Management Srvs	8/31/2020	8/31/2020	9/16/2020	\$ 14.00	Audit	1615
Special Dist Management Srvs	8/31/2020	8/31/2020	9/16/2020	\$ 900.00	Covenant Control	1610
Special Dist Management Srvs	8/31/2020	8/31/2020	9/16/2020	\$ 164.54	Miscellaneous	1685
UMB Bank N.A	763525	7/8/2020	9/16/2020	\$ 2,000.00	Paying Agent Fees	2668
UMB Bank N.A	763524	7/8/2020	9/16/2020	\$ 3,500.00	Paying Agent Fees	2668
Uline	2020	8/13/2020	9/16/2020	\$ 726.25	Miscellaneous	1685
Xcel Energy	699026546	9/1/2020	9/16/2020	\$ 14.29	Utilities	1765
Xcel Energy	695121842	8/3/2020	9/16/2020	\$ 51.05	Utilities	1765
Xpress Bill Pay	51047	9/1/2020	9/16/2020	\$ 16.01	Billing	1616

\$ 15,749.79

**Highline Crossing Metropolitan District  
September-20**

	<b>General</b>	<b>Debt</b>	<b>Capital</b>	<b>Totals</b>
<b>Disbursements</b>	\$ 7,511.57	\$ 5,500.00		\$ 13,011.57
<b>Auto-payments</b>	2,738.22	-	-	2,738.22
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<b>Total Disbursements</b>	<b>\$ 10,249.79</b>	<b>\$ 5,500.00</b>	<b>\$ -</b>	<b>\$ 15,749.79</b>

**Highline Crossing Metropolitan District  
October-20**

<b>Vendor</b>	<b>Invoice #</b>	<b>Date</b>	<b>Due Date</b>	<b>Amount</b>	<b>Expense Account</b>	<b>Account Number</b>
Altitude Community Law P.C	1296 9-20	9/23/2020	10/19/2020	\$ 62.00	Legal	1675
Aurora Water	2296 9-10	10/1/2020	10/19/2020	\$ 3,143.37	Utilities	1765
Colorado Special Districts P&L	POL-0004355	9/9/2020	10/19/2020	\$ 450.00	Prepaid Expenses	1143
Emerald Isle Landscaping Inc.	37144	10/1/2020	10/19/2020	\$ 2,251.29	Landscape Maintenance	1640
Emerald Isle Landscaping Inc.	36995	9/29/2020	10/19/2020	\$ 127.00	Irrigation Repair	1642
McGeady Becher, P.C.	1303W 8/20	8/31/2020	10/19/2020	\$ 40.00	Legal	1675
O'Friel's	1253	10/2/2020	10/19/2020	\$ 534.00	Repairs and Maintenance	1740
POOP 911	3738861	9/28/2020	10/19/2020	\$ 25.00	Repairs and Maintenance	1740
POOP 911	3738860	9/21/2020	10/19/2020	\$ 25.00	Repairs and Maintenance	1740
POOP 911	3738859	9/14/2020	10/19/2020	\$ 25.00	Repairs and Maintenance	1740
Schilling & Company, Inc.	12683	6/13/2020	10/6/2020	\$ 4,500.00	Audit	1615
Special Dist Management Srvs	9/30/2020	9/30/2020	10/19/2020	\$ 775.50	Management	1680
Special Dist Management Srvs	9/30/2020	9/30/2020	10/19/2020	\$ 854.00	Accounting	1612
Special Dist Management Srvs	9/30/2020	9/30/2020	10/19/2020	\$ 260.00	Billing	1616
Special Dist Management Srvs	9/30/2020	9/30/2020	10/19/2020	\$ 84.00	Audit	1615
Special Dist Management Srvs	9/30/2020	9/30/2020	10/19/2020	\$ 900.00	Covenant Control	1610
Special Dist Management Srvs	9/30/2020	9/30/2020	10/19/2020	\$ 153.22	Miscellaneous	1685
Xcel Energy	702997369	10/1/2020	10/19/2020	\$ 0.02	Utilities	1765
Xpress Bill Pay	51698	10/1/2020	10/19/2020	\$ 13.80	Billing	1616

\$ 14,223.20

**Highline Crossing Metropolitan District**  
**October-20**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	\$ 11,066.01			\$ 11,066.01
<b>Auto-payments</b>	3,157.19	-	-	3,157.19
<hr/>				
<b>Total Disbursements</b>	\$ 14,223.20	\$ -	\$ -	\$ 14,223.20

**HIGHLINE CROSSING METROPOLITAN DISTRICT**  
**Schedule of Cash Position**  
**September 30, 2020**

	<b>Operating</b>	<b>Debt Service</b>	<b>Total</b>
<b>Checking:</b>			
Cash in Bank-First Bank	\$ 19,224.79	\$ 174,767.29	\$ 193,992.08
Xpress Deposit Account	15,520.00	-	15,520.00
<b>UMB Trust Accounts:</b>			
Bond Surplus Fund	-	57,419.26	57,419.26
Bond Fund	-	1,439.86	1,439.86
Reserve Fund	-	129,761.23	129,761.23
<b>TOTAL FUNDS:</b>	<b>\$ 34,744.79</b>	<b>\$ 363,387.64</b>	<b>\$ 398,132.43</b>

**2020 Mill Levy Information**

Certified General Fund Mill Levy	18.000
Certified Debt Service Fund Mill Levy	56.778
Total Certified Mill Levy	74.778

**Board of Directors**

- \* Douglas Secord
- \*
- \* Daniel J. Payotelis
- \*

**HIGHLINE CROSSING METROPOLITAN DISTRICT**

**FINANCIAL STATEMENTS**

**September 30, 2020**

**HIGHLINE CROSSING METROPOLITAN DISTRICT**  
**Combined Balance Sheet - All Fund Types and Account Groups**  
**September 30, 2020**

	<u>General</u>	<u>Debt Service</u>	<u>Fixed Assets</u>	<u>Long-Term Debt</u>	<u>Total</u>
<b>Assets</b>					
Cash in Bank-First Bank	\$ 19,225	\$ 174,767	\$ -	\$ -	\$ 193,992
Xpress Deposit Account	15,520	-	-	-	15,520
Bond Surplus Fund	-	57,419	-	-	57,419
Bond Fund	-	1,440	-	-	1,440
Reserve Fund	-	129,761	-	-	129,761
Accounts Receivable	17,820	-	-	-	17,820
Total Current Assets	<u>52,565</u>	<u>363,388</u>	<u>-</u>	<u>-</u>	<u>415,952</u>
<b>Other Debits</b>					
Amount in Debt Service Fund	-	-	-	361,023	361,023
Amount to be Provided for Debt	-	-	-	1,671,122	1,671,122
Total Other Debits	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,032,145</u>	<u>2,032,145</u>
<b>Capital Assets</b>					
Construction in process	-	-	1,388,737	-	1,388,737
Total Capital Assets	<u>-</u>	<u>-</u>	<u>1,388,737</u>	<u>-</u>	<u>1,388,737</u>
<b>Total Assets</b>	<u>\$ 52,565</u>	<u>\$ 363,388</u>	<u>\$ 1,388,737</u>	<u>\$ 2,032,145</u>	<u>\$ 3,836,835</u>
<b>Liabilities</b>					
Due to City of Aurora	\$ -	\$ 2,364	\$ -	\$ -	\$ 2,364
Bonds Payable	-	-	-	1,926,000	1,926,000
Developer Advance- Operations	-	-	-	94,563	94,563
Developer Advance- Interest	-	-	-	11,582	11,582
Total Liabilities	<u>-</u>	<u>2,364</u>	<u>-</u>	<u>2,032,145</u>	<u>2,034,509</u>
<b>Fund Balance</b>					
Investment in Fixed Assets	-	-	1,388,737	-	1,388,737
Fund Balance	5,391	260,593	-	-	265,984
Current Year Earnings	47,174	100,430	-	-	147,605
Total Fund Balances	<u>52,565</u>	<u>361,023</u>	<u>-</u>	<u>-</u>	<u>1,802,325</u>
<b>Total Liabilities, Deferred Inflows of Resources and Fund Balance</b>	<u>\$ 52,565</u>	<u>\$ 363,388</u>	<u>\$ 1,388,737</u>	<u>\$ 2,032,145</u>	<u>\$ 3,836,835</u>

**HIGHLINE CROSSING METROPOLITAN DISTRICT**  
**Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual**  
**For the 9 Months Ending,**  
**September 30, 2020**  
**General Fund**

	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Favorable (Unfavorable) Variance</u>	<u>% of Budget</u>
<b>Revenues</b>					
Property Tax Revenue	\$ 19,120	\$ 45,586	\$ 45,940	\$ (354)	99%
Specific Ownership Taxes	921	2,129	2,756	(627)	77%
Developer Advance	25,000	25,000	25,000	-	100%
Interest Income	22	39	200	(161)	19%
Working Capital Fee	1,200	1,200	200	1,000	600%
Operations Fee	11,310	50,490	50,400	90	100%
Design Review Fees	50	100	250	(150)	40%
<b>Total Revenues</b>	<u>57,623</u>	<u>124,545</u>	<u>124,746</u>	<u>(201)</u>	<u>100%</u>
<b>Expenditures</b>					
Covenant Control	2,700	7,200	10,800	3,600	67%
Billing	971	2,312	4,500	2,188	51%
Accounting	2,772	6,843	10,000	3,157	68%
Audit	14	1,484	5,000	3,516	30%
Election	84	1,046	1,500	454	70%
Landscape Maintenance	6,754	11,256	16,000	4,744	70%
Landscape Improvements	-	-	3,000	3,000	0%
Irrigation Repair	4,312	5,715	5,000	(715)	114%
Snow Removal	-	3,673	20,000	16,327	18%
Detention Pond Maintenance	-	-	3,000	3,000	0%
Insurance/SDA Dues	-	8,010	3,700	(4,310)	216%
Legal	4,665	5,595	7,500	1,905	75%
Management	3,956	7,329	10,000	2,672	73%
Miscellaneous	1,597	2,690	1,000	(1,690)	269%
Treasurer's Fees	287	684	689	5	99%
Operations and Maint Reserve	-	-	5,000	5,000	0%
Repairs and Maintenance	470	1,361	2,000	639	68%
Fence Repairs	-	-	2,000	2,000	0%
Utilities	9,982	12,172	10,000	(2,172)	122%
Contingency	-	-	5,000	5,000	0%
Emergency Reserve	-	-	3,742	3,742	0%
<b>Total Expenditures</b>	<u>38,564</u>	<u>77,370</u>	<u>129,431</u>	<u>52,061</u>	<u>60%</u>
Excess (Deficiency) of Revenues					
Over Expenditures	19,059	47,174	(4,685)	51,859	
Beginning Fund Balance	33,506	5,391	15,203	(9,812)	
<b>Ending Fund Balance</b>	<u>\$ 52,565</u>	<u>\$ 52,565</u>	<u>\$ 10,518</u>	<u>\$ 42,047</u>	



**HIGHLINE CROSSING METROPOLITAN DISTRICT**  
**Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual**  
**For the 9 Months Ending,**  
**September 30, 2020**  
**Debt Service Fund**

	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Favorable (Unfavorable) Variance</u>	<u>% of Budget</u>
<b>Revenues</b>					
Property Tax Revenue	\$ 59,129	\$ 140,973	\$ 142,066	\$ (1,093)	99%
Regional Improvement	1,183	2,821	2,843	(22)	99%
Specific Ownership Tax	2,906	6,716	5,000	1,716	134%
Interest Income/Other	216	1,437	5,000	(3,563)	29%
<b>Total Revenues</b>	<u>63,434</u>	<u>151,948</u>	<u>154,909</u>	<u>(2,961)</u>	<u>98%</u>
<b>Expenditures</b>					
Bond Principal	-	-	10,000	10,000	0%
Bond Interest	-	43,725	87,450	43,725	50%
Paying Agent Fees	5,506	5,514	5,500	(14)	100%
Miscellaneous Expense	-	120	-	(120)	-
Aurora Expense	-	-	2,801	2,801	0%
Contingency	-	-	10,000	10,000	0%
Treasurer's Fees	888	2,116	2,174	58	97%
Treasurer Fee- Reg Imp	18	42	-	(42)	-
<b>Total Expenditures</b>	<u>6,412</u>	<u>51,518</u>	<u>117,925</u>	<u>66,407</u>	<u>44%</u>
Excess (Deficiency) of Revenues Over Expenditures	57,022	100,430	36,984	63,446	
Beginning Fund Balance	304,001	260,593	352,048	(91,455)	
<b>Ending Fund Balance</b>	<u>\$ 361,023</u>	<u>\$ 361,023</u>	<u>\$ 389,032</u>	<u>\$ (28,009)</u>	



## SCHILLING & COMPANY, INC.

*Certified Public Accountants*

P.O. Box 631579  
HIGHLANDS RANCH, CO 80163

PHONE: 720.348.1086  
FAX: 720.348.2920

November 6, 2020

Board of Directors  
Highline Crossing Metropolitan District  
c/o Special District Management Services, Inc.  
141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228

Board of Directors:

We are pleased to confirm our understanding of the services we are to provide Highline Crossing Metropolitan District (District) for the year ended December 31, 2020. We will audit the financial statements of the governmental activities and each major fund including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited, if presented:

- Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI 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:

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

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- Summary of Assessed Valuation, Mill Levy and Property Taxes Collected

### **Audit Objective**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to 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. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Directors of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements 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 may withdraw from this engagement.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. 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 a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. 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, any fraudulent financial reporting, or misappropriation of assets that come to our attention. 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.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial

institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. 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.

### **Other Services**

We will also prepare the financial statements of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for establishing and maintaining effective 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 U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. 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, including identification of all related parties and all related-party relationships and transactions (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.

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 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, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Schilling & Company, Inc., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to an exempt offering document with which Schilling & Company, Inc. is not involved, you agree to clearly indicate in the exempt offering document that Schilling & Company, Inc. is not involved with the contents of such offering document.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. 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. 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.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

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

The audit documentation for this engagement is the property of Schilling & Company, Inc. and constitutes confidential information.

Our fee for these services will be \$4,700 which includes preparation of the audited financial statements and related footnotes. 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 60 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. Our standard hourly rate is \$180.

Any calculations performed in connection with the District's TABOR compliance will be billed at our standard hourly rate.

In accordance with C.R.S. § 8-17.5-101, *et seq.*, the Schilling & Company, Inc. (Company) hereby certifies to the District that:

The Company hereby states to the District that the Company does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101 C.R.S.) in order to confirm the employment eligibility of all employees of the Company who are newly hired to perform work under the Agreement.

In accordance with §8-17.5-102, C.R.S., the Company shall not:

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

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

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

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

- (a) Notify the subcontractor and the District within three days that the Company has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- (b) Terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Company shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Company shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking, pursuant to the authority established in §8-17.5-102, C.R.S.

If the Company violates any provision of C.R.S. §8-17.5-102, *et seq.*, the District may terminate the Agreement immediately and the Company shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Company to the Colorado Secretary of State, as required by law.

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 enclosed copy and return it to us.

Very truly yours,

*SCHILLING & COMPANY, INC.*

Schilling & Company, Inc.

RESPONSE:

This letter correctly sets forth the understanding of Highline Crossing Metropolitan District.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## CERTIFICATION OF VALUATION BY ARAPAHOE COUNTY ASSESSOR

New Tax Entity  YES  NO

Date: October 8, 2020

NAME OF TAX ENTITY: HIGHLINE CROSSING METRO DISTRICT

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

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2020:

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	2,552,213
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	2,587,213
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	2,587,213
5. NEW CONSTRUCTION: *	5.	\$	8,387
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7. ANNEXATIONS/INCLUSIONS:	7.	\$	0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): ☉	9.	\$	0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	0
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	0

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

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

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

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

### USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART X, SEC.20, COLO. CONSTITUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2020:

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	35,620,338
<b>ADDITIONS TO TAXABLE REAL PROPERTY</b>			
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	117,300
3. ANNEXATIONS/INCLUSIONS:	3.	\$	0
4. INCREASED MINING PRODUCTION: §	4.	\$	0
5. PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$	0

#### DELETIONS FROM TAXABLE REAL PROPERTY

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8.	\$	0
9. DISCONNECTIONS/EXCLUSIONS:	9.	\$	0
10. PREVIOUSLY TAXABLE PROPERTY:	10.	\$	6,000

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

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

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

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

1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$	0
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NOTE: ALL LEVIES MUST BE CERTIFIED TO THE COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.





PK Kaiser, MBA, MS

Assessor

OFFICE OF THE ASSESSOR  
5334 S. Prince Street  
Littleton, CO 80120-1136  
Phone: 303-795-4600  
TDD: Relay-711  
Fax: 303-797-1295

[HTTP://www.arapahoegov.com/assessor](http://www.arapahoegov.com/assessor)  
[assessor@arapahoegov.com](mailto:assessor@arapahoegov.com)

October 8, 2020

AUTH 4414 HIGHLINE CROSSING METRO  
DISTRICT  
C/O DAVID SOLIN  
141 UNION BLVD SUITE 150  
LAKEWOOD CO 80228

Code # 4414

### CERTIFICATION OF VALUATION

The Arapahoe County Assessor reports a taxable assessed valuation for your taxing entity for 2020 of:

\$2,587,213

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

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

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

PK Kaiser, MBA, MS  
Arapahoe County Assessor

enc

**HIGHLINE CROSSING METROPOLITAN DISTRICT**  
**Assessed Value, Property Tax and Mill Levy Information**

	<b>2019 Actual</b>	<b>2020 Adopted Budget</b>	<b>2021 Preliminary Budget</b>
<b>Assessed Valuation</b>	\$ 1,578,497	\$ 2,552,213	\$ 2,587,213
<b>Mill Levy</b>			
General Fund	14.000	18.000	18.000
ARI	1.106	1.114	1.114
Debt Service Fund	55.277	55.664	55.664
Temporary Mill Levy Reduction	-	-	-
Refunds and Abatements	-	-	-
<b>Total Mill Levy</b>	<b>70.383</b>	<b>74.778</b>	<b>74.778</b>
<b>Property Taxes</b>			
General Fund	\$ 22,099	\$ 45,940	\$ 46,570
ARI	1,746	2,843	2,882
Debt Service Fund	87,255	142,066	144,015
Temporary Mill Levy Reduction	-	-	-
Refunds and Abatements	-	-	-
<b>Actual/Budgeted Property Taxes</b>	<b>\$ 111,100</b>	<b>\$ 190,849</b>	<b>\$ 193,467</b>

**HIGHLINE CROSSING METROPOLITAN DISTRICT**

**GENERAL FUND  
2021 Preliminary Budget  
with 2019 Actual, 2020 Adopted Budget, and 2020 Estimated**

	<b>2019 Actual</b>	<b>01/20-09/20 YTD Actual</b>	<b>2020 Adopted Budget</b>	<b>2020 Estimated</b>	<b>2021 Preliminary Budget</b>
<b>BEGINNING FUND BALANCE</b>	\$ 12,259	\$ 5,391	\$ 15,203	\$ 5,391	\$ 19,705
<b>REVENUE</b>					
Property Tax Revenue	22,099	45,586	45,940	45,940	46,570
Specific Ownership Taxes	1,733	2,129	2,756	2,400	2,750
Developer Advance	44,427	25,000	25,000	25,000	-
Interest Income	47	39	200	45	15
Transfer fee	900	1,200	200	1,200	200
Operations Fee	37,455	50,490	50,400	50,490	50,490
Design Review Fees	400	100	250	100	50
Miscellaneous Income	-	-	-	-	-
<b>Total Revenue</b>	<b>107,060</b>	<b>124,545</b>	<b>124,746</b>	<b>125,175</b>	<b>100,075</b>
<b>Total Funds Available</b>	<b>119,319</b>	<b>129,935</b>	<b>139,949</b>	<b>130,566</b>	<b>119,780</b>
<b>EXPENDITURES</b>					
Accounting	11,730	6,843	10,000	10,000	10,000
Audit	5,284	1,484	5,000	5,000	6,000
Director's Fees	-	-	-	-	-
Insurance/SDA Dues	4,837	8,010	3,700	8,600	8,800
Legal	8,802	5,595	7,500	7,500	7,000
Election	56	1,046	1,500	1,046	-
Management	10,715	7,329	10,000	10,000	9,000
Miscellaneous	2,506	2,690	1,000	2,750	1,000
Treasurer's Fees	332	684	689	689	699
Covenant Control	10,800	7,200	10,800	10,800	7,200
Billing	3,400	2,312	4,500	4,000	4,000
Landscape Maintenance	16,878	11,256	16,000	16,000	16,000
Landscape Improvements	-	-	3,000	3,400	3,500
Irrigation Repair	4,553	5,715	5,000	5,715	5,000
Snow Removal	23,765	3,673	20,000	10,000	15,000
Detention Pond Maintenance	-	-	3,000	-	1,400
Operations and Maint Reserve	-	-	5,000	-	2,000
Repairs and Maintenance	-	1,361	2,000	1,361	2,000
Fence Repairs	-	-	2,000	-	2,000
Utilities	10,271	12,172	10,000	14,000	14,000
Contingency	-	-	5,000	-	-
<b>Total Expenditures</b>	<b>113,928</b>	<b>77,370</b>	<b>125,689</b>	<b>110,861</b>	<b>114,598</b>
<b>Transfers and Other Uses</b>					
Emergency Reserve	-	-	3,742	-	3,002
Transfer to Capital Projects	-	-	-	-	-
<b>Total Transfers and Other Uses</b>	<b>-</b>	<b>-</b>	<b>3,742</b>	<b>-</b>	<b>3,002</b>
<b>Total Expenditures Requiring Appropriation</b>	<b>113,928</b>	<b>77,370</b>	<b>129,431</b>	<b>110,861</b>	<b>117,601</b>
<b>ENDING FUND BALANCE</b>	\$ 5,391	\$ 52,565	\$ 10,518	\$ 19,705	\$ 2,179

## HIGHLINE CROSSING METROPOLITAN DISTRICT

### DEBT SERVICE FUND 2021 Preliminary Budget with 2019 Actual, 2020 Adopted Budget, and 2020 Estimated

	2019 Actual	01/20-09/20 YTD Actual	2020 Adopted Budget	2020 Estimated	2021 Preliminary Budget
BEGINNING FUND BALANCE	\$ 252,643	\$ 260,593	\$ 352,048	\$ 260,593	\$ 306,557
<b>REVENUE</b>					
Property Tax Revenue	87,255	140,973	142,066	142,066	144,015
Regional Improvement	1,746	2,821	2,843	2,843	2,882
Specific Ownership Tax	6,977	6,716	5,000	7,600	7,600
Interest Income/Other	4,589	1,437	5,000	1,500	1,000
Transfer From Capital Projects Fund	3,854	-	-	-	-
<b>Total Revenue</b>	104,421	151,948	154,909	154,009	155,497
<b>Total Funds Available</b>	357,064	412,541	506,957	414,602	462,055
<b>EXPENDITURES</b>					
Bond Principal	-	-	10,000	10,000	15,000
Bond Interest	87,450	43,725	87,450	87,450	86,900
Paying Agent Fees	5,614	5,514	5,500	5,500	5,500
Miscellaneous Expense	-	120	-	120	250
Treasurer's Fees	1,311	2,116	2,174	2,174	2,203
Aurora Expense	2,068	-	2,801	2,801	2,839
Treasurer Fee- Reg Imp	26	42	-	-	-
Contingency	-	-	10,000	-	10,000
<b>Total Expenditures</b>	96,471	51,518	117,924	108,045	122,692
<b>Total Expenditures Requiring Appropriation</b>	96,471	51,518	117,924	108,045	122,692
ENDING FUND BALANCE	\$ 260,593	\$ 361,024	\$ 389,033	\$ 306,557	\$ 339,362

**HIGHLINE CROSSING METROPOLITAN DISTRICT**  
**CAPITAL PROJECTS FUND**  
**2021 Preliminary Budget**  
with 2019 Actual, 2020 Adopted Budget, and 2020 Estimated

	2019 YTD Actual	01/20-09/20 YTD Actual	2020 Adopted Budget	2020 Estimated	2021 Preliminary Budget
BEGINNING FUND BALANCE	\$ 3,854	\$ -	\$ -	\$ -	\$ -
<b>REVENUE</b>					
Interest and Other Income	-	-	-	-	-
Transfer from General Fund	-	-	-	-	-
Bond Proceeds - Senior	-	-	-	-	-
Bond Proceeds - Subordinate	-	-	-	-	-
<b>Total Revenue</b>	-	-	-	-	-
<b>Total Funds Available</b>	3,854	-	-	-	-
<b>EXPENDITURES</b>					
Bond Issuance Costs	-	-	-	-	-
Legal	-	-	-	-	-
Management	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Engineering	-	-	-	-	-
Contingency	-	-	-	-	-
<b>Total Expenditures</b>	-	-	-	-	-
<b>Transfers and Other Uses</b>					
Transfer to Debt Service Fund	3,854	-	-	-	-
Developer reimbursement	-	-	-	-	-
<b>Total Transfers and Other Uses</b>	3,854	-	-	-	-
<b>Total Expenditures Requiring Appropriation</b>	3,854	-	-	-	-
ENDING FUND BALANCE	\$ (0)	\$ -	\$ -	\$ -	\$ -

RESOLUTION NO. 2020- 11 - \_\_\_\_

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE HIGHLINE CROSSING METROPOLITAN DISTRICT  
TO ADOPT THE 2021 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Highline Crossing Metropolitan District (“District”) has appointed the District Accountant to prepare and submit a proposed 2020 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, 2020, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 16, 2020 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 inter-fund 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 Highline Crossing Metropolitan District:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Highline Crossing Metropolitan District for the 2021 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 16<sup>th</sup> day of November, 2020.

---

Secretary

(SEAL)

EXHIBIT A  
(Budget)



I, David Solin, hereby certify that I am the duly appointed Secretary of the Highline Crossing Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2021, duly adopted at a meeting of the Board of Directors of the Highline Crossing Metropolitan District held on November 16, 2020.

By: \_\_\_\_\_  
Secretary

RESOLUTION NO. 2020 - 11 - \_\_\_\_

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE HIGHLINE CROSSING METROPOLITAN DISTRICT  
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Highline Crossing Metropolitan District (“District”) has adopted the 2021 annual budget in accordance with the Local Government Budget Law on November 16, 2020; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2019 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

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

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

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

1. That for the purposes of meeting all general fund expenses of the District during the 2020 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 2021 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 Arapahoe County, Colorado, the mill levies for the District as set forth in the District’s Certification of Tax Levies (attached hereto as **EXHIBIT A** and incorporated herein by reference), recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

ADOPTED this 16<sup>th</sup> day of November, 2020.

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Secretary

(SEAL)

**EXHIBIT A**  
(Certification of Tax Levies)

RESOLUTION NO. 2020-11-\_\_\_\_

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
HIGHLINE CROSSING METROPOLITAN DISTRICT  
AUTHORIZING ADJUSTMENT OF THE DISTRICT MILL LEVY IN ACCORDANCE  
WITH THE COLORADO CONSTITUTION, ARTICLE X, SECTION 3**

- A. Highline Crossing Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado pursuant to Title 32, Colorado Revised Statutes.
- B. The District operates pursuant to its Service Plan approved by the City Council of the City of Aurora, on March 21, 2016 (the “**Service Plan**”), which provides the District with the authority to impose mill levies on taxable property. Such mill levies will be the primary source of revenue for repayment of debt service, public improvements, and operations and maintenance costs of the District.
- C. The Service Plan authorizes a maximum debt mill levy of 50.000 mills (“**Maximum Debt Mill Levy**”). The Service Plan also authorizes the District to impose, for payment of costs relating to certain regional improvements, an Aurora Regional Improvements mill levy of, in pertinent part, 1.000 mill for collection in the first year of collection of a debt service mill levy and continuing each year thereafter through the twentieth (20<sup>th</sup>) year (“**ARI Mill Levy**”).
- D. The Service Plan and Article X, Section 3 of the Colorado Constitution, (the “**Gallagher Amendment**”) authorize adjustment of the Maximum Debt Mill Levy and the ARI Mill Levy in the event that the method of calculating assessed valuation is changed after January 1, 2004, by any change in law, change in method of calculation, or in the event of any legislation or constitutionally mandated tax credit, cut, or abatement. The Maximum Debt Mill Levy and the ARI Mill Levy may be increased or decreased to reflect such changes. Such increases or decreases shall be determined by the Board in good faith (such determination to be binding and final) so that, to the extent possible, the actual tax revenues generated by the mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes.
- E. The Service Plan and Gallagher Amendment provide that, for purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.
- F. The Colorado General Assembly (the “**General Assembly**”) passed House Bill 17-1349, signed by the Governor of Colorado on June 15, 2017, which amended Section 39-1-104.2, C.R.S., by setting the ratio of valuation for assessment for real residential property at 7.2% (decreased from 7.96%) for property tax years commencing on and after January 1, 2017, until the next property tax year that the General Assembly determined to adjust the ratio of valuation for assessment for residential real property.
- G. In 2019, the General Assembly passed Senate Bill 19-255, signed by the Governor of Colorado on June 3, 2019, further amending Section 39-1-104.2, C.R.S., by setting the ratio of valuation for assessment for real residential property at 7.15% (decreased from 7.2%)

for property tax years commencing on or after January 1, 2019, until the next property tax year that the General Assembly determines to adjust the ratio of valuation for assessment for residential real property.

H. The Board of Directors of the District (the “**Board**”), authorized by the Service Plan and the Gallagher Amendment, determined it to be in the best interest of the District, its residents, users, property owners, and the public to adopted Resolutions, which adjusted the Maximum Debt Mill Levy to mitigate the effect of the 2017 and 2019 statutory changes in the ratio of valuation for assessment from 7.96% to 7.20% and from 7.20% to 7.15%, so that actual tax revenues were neither diminished nor enhanced as a result of the change in the ratio of valuation for assessment for residential real property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Highline Crossing Metropolitan District, Arapahoe County, Colorado:

1. The Board of the District hereby authorizes the adjustment of the Maximum Debt Mill Levy and the ARI Mill Levy to reflect the 2019 statutory change in the ratio of valuation for assessment for residential real property to 7.15%.

2. The Gallagher Amendment and the Service Plan allow for a total mill levy imposition of 55.664 mills for debt service and of 1.114 mills for the provision of certain regional improvements (collectively, the “**Adjusted Mill Levies**”) so that District revenues shall be neither diminished nor enhanced as a result of the change in the ratio of valuation for assessment to 7.15% pursuant to the authority granted by the Service Plan and the Gallagher Amendment.

3. The Adjusted Mill Levies shall be reflected in the District’s Certification of Tax Levies to be submitted to the Arapahoe County Assessor and the Arapahoe County Board of County Commissioners on or before December 15, 2020, for collection in 2021.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO RESOLUTION AUTHORIZING ADJUSTMENT OF THE  
DISTRICT MILL LEVY IN ACCORDANCE WITH THE COLORADO  
CONSTITUTION, ARTICLE X, SECTION 3]**

RESOLUTION APPROVED AND ADOPTED ON November 16, 2020.

**HIGHLINE CROSSING METROPOLITAN  
DISTRICT**

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President

Attest:

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Secretary



## **2020-2021** LEGAL SERVICES AND FEE SUMMARY AGREEMENT

The following is a summary of the fees and charges for the various legal services offered by Altitude Community Law.

Our retainer programs reduce your association's legal expenditures and simplify the budgeting process by establishing a **fixed monthly fee**. This fee purchases the essential legal services your association requires, making us available to you as needed. We now offer **three** retainer packages to better fit your needs.

### RETAINER SERVICES AND BENEFITS

For a yearly fee of **\$2,400**, payable monthly at **\$200 per month**, retainer clients receive the following legal services and benefits without further charges:

**Phone Calls.** We will engage in unlimited telephone consultations with a designated board member or association manager regarding legal and other questions and status of ongoing work we are performing for you, exclusive of litigation, foreclosure, covenant enforcement, and document amendments. Written consultations/communications such as emails, written correspondence, and calls with multiple Board members at the same time will be billed at our reduced hourly rates, as will our time to review governing documents, correspondence, etc., if necessary to answer a question.

**Reduced Hourly Rates.** For legal services billed hourly beyond what is included in the retainer, we will provide those services at \$20 per hour less than our non-retainer rates for attorneys and \$10 per hour less than our non-retainer rates for paralegals.

**In-Office Consultation.** We will meet with a designated board member and/or the association's manager in our office for 30 minutes on any new matter. If the meeting extends beyond the 30 minutes, you will be billed at our reduced hourly rates.

**Attendance at Board Meeting.** At your request, we will attend one board meeting per twelve month period for up to one hour. As a retainer client, we will prioritize attending the board meeting of your choosing. If our attendance exceeds one hour, you will be billed at our reduced hourly rates.

**Audit Response Letter.** We will prepare a letter to your financial auditor in connection with your annual audit indicating pending or threatened litigation. We will also review your annual financial audit upon completion.

**Periodic Report.** We will prepare and file your periodic report with the Secretary of State if you have designated us as your registered agent.

**DORA Renewal:** We will prepare and file your renewal report with DORA if requested.

### RETAINER PLUS SERVICES AND BENEFITS

For a yearly fee of **\$3,000**, payable monthly at **\$250 per month**, we will provide the following legal services and benefits without further charges:

In addition to the services provided to Retainer clients, **Retainer Plus** clients will receive the following additional services:

Email Consultations. We will engage in 30 (thirty) minutes of email consultations with a designated board member and the association's manager regarding legal and other questions and the status of ongoing work that we are performing on your behalf, exclusive of litigation, foreclosure, covenant enforcement, and document amendment matters. Additional written consultations and communications will be billed at our reduced hourly rates. If it is necessary to review governing documents, correspondence, etc. to answer a question, you will be billed at our reduced hourly rates.

**SB100 Policy Update.** We will provide one free SB100 Policy update for your association.

**Credit Card Payments.** For Retainer Plus clients, we will accept homeowner payments via credit card.

#### PREMIUM RETAINER SERVICES AND BENEFITS

For a yearly fee of **\$6,000**, payable monthly at **\$500 per month**, we will provide the following legal services and benefits without further charges:

In addition to the services provided to **Retainer and Retainer Plus** clients, Premium Retainer clients will receive the following additional services:

Email Exchanges. We will communicate with your delegated board member and the association's manager via email up to **60 (sixty) additional** minutes every month which includes minor research.

Attendance at **one additional Board Meeting** per year. At your request, we will attend a total of two board meetings per twelve month period for up to one hour each. If our attendance exceeds one hour, you will be billed at our reduced hourly rates.

Other needed revisions to SB100 Policies required by new legislation reduced by \$100.

#### RETAINER SERVICES GENERALLY

We will send notices of renewal of retainers annually. Upon expiration, the retainer will automatically be renewed on a monthly basis until we receive a notice to terminate.

#### FIXED FEE SERVICES

Altitude Community Law offers fixed fee services. The association will pay Altitude Community Law (the Firm) for performance of the services as outlined in a proposal for services, plus costs. The association understands that it is not entering into an hourly fee agreement for that specified service, except as otherwise set forth. This means the Firm will devote such time to the matter as is necessary, but the Firm's fee will not be increased or decreased based upon the number of hours spent.

#### NON-RETAINER SERVICES AND BILLING TERMS

If you desire representation on a non-retainer basis, you will be billed hourly for all work performed unless a fixed fee (such as collection matters or amendment of documents) has been agreed to in advance. Our hourly rates for 2020 non-retainer clients are \$95 - \$120 for paralegals/legal assistants, \$300 - \$330 for attorneys. Non-retainer clients are billed hourly for all phone calls.

#### TERMINATION OF REPRESENTATION

You may terminate our representation at any time by notifying us in writing and we may resign from representation by notifying you in writing. In either case, you understand that court or administrative rules may require us to obtain a judicial or administrative order to permit our withdrawal. We agree that upon receipt of your termination notice, we will take such action as is necessary to withdraw from representing



you, including requesting any necessary judicial or administrative order for withdrawal. However, whether you terminate our representation, we cease performing further work and/or withdraw from representing you, as allowed under the Colorado Rules of Professional Conduct or for your failure to comply with the terms of this Agreement, you understand and agree that you continue to be responsible to us for the payment of all fees and expenses due and owing and incurred in withdrawing from representing you, including any fees and expenses we incur to obtain, and/or during the time we are seeking to obtain, any necessary judicial or administrative order to approve our withdrawal.

If you so request, we will send to you your files as soon as a particular matter is concluded. If you do not request your files, the firm will keep the files for a minimum of ten (10) years, after which it may retain, destroy or otherwise dispose of them.

#### PRIVACY POLICY

Attorneys, like other professionals who provide certain financial services, are now required by federal and state laws to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Thus we have always protected the privacy of your confidential information.

In the course of providing legal services, we sometimes receive significant nonpublic personal information from our clients. As a client of Altitude Community Law you should know that all such information we receive from you is held in confidence. We do not disclose such information to anyone outside the firm except when required or authorized by applicable law or the applicable rules of professional conduct governing lawyers, or when authorized by you in writing.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information we maintain, physical, electronic and procedural safeguards that comply with our professional standards.

If you have any questions or would like more information about our privacy policies and practices, please let us know.

#### GENERAL TERMS FOR ALL CLIENTS

We represent the association as a corporate entity. We will take our direction for work as instructed by the manager or the board. We do not represent any individual board members or homeowners.

Clients are required to reimburse us for cost advances and other out-of-pocket expenses. Reimbursement is made at actual cost for outside charges such as court recording fees, filing fees, service of process charges, computerized legal research, expert witness fees, title searches, deposition reporting and transcription fees, outside photocopying, etc. Typically, we do not charge for internal photocopies, faxes, postage and long distance telephone calls unless these charges are extraordinary. We provide monthly statements for services and expenses incurred. Unless other arrangements are made and agreed upon in writing, all charges are due and payable upon your receipt of the statement. A finance charge of 12% per annum may be imposed upon any amount not paid within 30 days of becoming due. Fees may be modified upon 30 days prior written notice. If it becomes necessary to file suit to recover unpaid attorney fees, the prevailing party shall be entitled to receive its attorney fees.

In the event we have not been provided with, or our files do not contain, all of the recorded documents of the association, we retain the right to obtain any such recorded documents to supplement our file without association approval and at the association's cost. The association's cost will include, but not be limited to, hourly charges for procuring the documents and copying costs. In order to provide you with the most efficient and effective service we will, at all times, unless otherwise directed, work through your manager if appropriate.

Should you have any questions, please do not hesitate to call any of our attorneys. We are happy to answer any of your questions or meet with you at no charge to discuss our services and fees in greater detail.

RESPONSE REQUIRED

If you desire to engage our services, please indicate below which type of service you prefer by checking the appropriate box, execute the acceptance and return it to us via mail, e-mail or fax.

Legal Services: (select one)

- Retainer Services
- Retainer Plus Services**
- Premium Retainer Services
- Custom Retainer Option
- Non-Retainer

Collection Services:

Please see attached Fee Structure

Billing Preference: (select one)

- Paper and Mailed
- Electronic and Emailed [pripko@sdmsi.com](mailto:pripko@sdmsi.com)  
 Email address: \_\_\_\_\_  
 (please note, only one email address per management company or self-managed association will be used)

Agreed to and accepted this 24h day of September, 2020.  
Highline Crossing Metropolitan District

\_\_\_\_\_  
Print Association Name  
Peggy Ripko  
By: \_\_\_\_\_  
President/Manager



EXHIBIT A TO FEE SUMMARY AGREEMENT FOR  
2020-2021 LEGAL COLLECTION SERVICES

Fee Structure

This is a flat fee agreement for collection services. The Association will pay Altitude Community Law (the Firm) for performance of the services described below, plus costs. The Association understands that it is not entering into an hourly fee agreement for collection services, except as otherwise set forth below. This means the Firm will devote such time to the representation as is necessary, but the Firm's fee will not be increased or decreased based upon the number of hours spent.

The Association has the right to terminate the representation at any time and for any reason, and the Firm may terminate the representation in accordance with Rule 1.16 of the Colorado Rules of Professional Conduct. In the event that the Association terminates the representation without wrongful conduct by the Firm that would cause the Firm to forfeit any fee, or the Firm justifiably withdraws in accordance with Rule 1.16 from representing the Association, the Association shall pay, and the Firm shall be entitled to, the fee or part of the fee earned by the Firm as described in paragraph 1 above, up to the time of termination. If the representation is terminated between the completion of increments (if any), the Association shall pay a fee based on our standard hourly rate set forth in our standard fee agreement. However, such fees shall not exceed the amount that would have been earned had the representation continued until the completion of the increment, and in any event all fees shall be reasonable. Once the work is performed, the Fee will be deemed earned and is due upon receipt of an invoice.

Case Intake, Review and Assessment - No charge

We do not charge you to review new collection cases and make recommendations. However, if we receive open collection files from another attorney, there will be a \$25 set-up and review fee per file. This fee will be waived if you are a retainer client.

At the rates set here in, upon receiving a new turnover, we will perform the following work for due diligence and to put the Association in the best possible collection position: Assessment Lien Package (if a lien has not already been recorded), Demand Letter, Public Trustee Search, and Bankruptcy Search. Next steps after this work depends on the homeowner's response, balance due, history, information acquired, and other factors.

Demand Letter - \$155

Preparation of a demand letter includes reviewing the ledger or equivalent record to ascertain the amounts owed including interest, late charges, fines and charge backs, if relevant, and review prior notice given to owner to meet statutory requirements; drafting and mailing the demand letter to the homeowner; follow-up, including telephone calls with the management company and homeowner, negotiation of an acceptable payment plan; follow up letter (as needed) to confirm payment arrangements. All correspondence other than the initial demand and payment plan letter is \$50 per letter (e.g., follow up demand letter, breach of payment plan letter).

Super Lien Demand Letter - \$110

Preparation of a demand letter post foreclosure includes reviewing ledger to ascertain amounts owed; verifying party to whom demand should be sent; drafting and mailing demand letter: or if request is received from a lender for the super lien amount, drafting a response. All discussions with the owner or lender after the letter are billed hourly.

Assessment Lien Package - \$110

This charge includes preparing both the lien and the lien release. It also includes verification of ownership with either the assessor's office or title company.

Lawsuit: - \$350 plus costs

This charge includes preparing the summons and complaint, filing these papers with the court, appearing at the return date and obtaining default judgment. It also includes all negotiations and telephone conferences with the owners prior to an answer being filed with the court.

Lawsuit: Trial - Hourly rates apply

All preparation for trial and appearances in court are billed on an hourly basis. If the association prevails at trial, it can recover its attorney fees and costs from the delinquent owner.

Interrogatories - \$80

We prepare and file a motion with the court to request the court to order an owner to answer a series of questions from us about the owner's assets. We will use the answer to help satisfy any judgment obtained by the association. We will also arrange for service of the order on the client and monitor and evaluate answers received from the owner.

Contempt Citation - \$105

If an owner fails to answer the interrogatories as ordered by the court, we will prepare and file all the necessary paperwork to require the owner to appear before the judge to explain why the questions were not answered. Our fee also includes our appearance at court, subsequent appearance if the owner fails to appear initially and review and evaluation of the answers once received from the owner.

Garnishments - \$105 (each)

We will identify entities (usually banks, employers or tenants) which owe or have money of the owner and prepare documentation to be filed with the court to order the entity to release all or a portion of the money they hold for or are obligated to pay the owner to the association. We will arrange for service of the necessary documentation and will monitor for responses.

Payment Plans - \$75-175 (each)

In the event an owner wishes to pay their balance due over time exceeding 6 months, we will charge a fee depending upon the length of the payment plan to prepare the necessary documentation, monitor and process payments and close the file. Unless we are instructed otherwise, we may agree to payment plans of up to 24 months with any homeowner.

Motions - \$100-125

Occasionally, certain motions may be necessary in a case in order to get the court to issue a ruling without further legal action. These will be prepared, filed, monitored and argued before the court, if necessary.

Outbound Phone Calls - \$55

Once we obtain a phone number for an owner, we will make up to 3 outbound calls to an owner to secure payment. All other calls with an owner will be at no charge.

Payoff Calculations - \$100

It is important for your management company or treasurer to confirm all payoff amounts with us prior to issuing status letters or advising owners of balances so that all legal costs and fees can be included. We will also insure that all fees necessary to close or dismiss a file are included. Rush charges do apply.

Monitoring Lender Foreclosure - \$195 (one-time charge)

It is important to monitor lender foreclosure through the sale and redemption period. We obtain periodic ownership and encumbrance reports, if needed, and routinely verify the status of the foreclosure action. We advise you of the association's rights and options throughout the process. Once a sale is completed, we advise the association of the new owner and the association's rights.

Monitoring Bankruptcy - \$180 Chapter 7; \$300 Chapter 13 (one-time charge)

We prepare and file a Proof of Claim, if necessary, monitoring the bankruptcy through discharge. Our services include reviewing the plan (if Chapter 13) to make sure it includes provisions for payment of pre- and post-petition assessments, and checking with the trustee and debtor's attorney to determine if property has been abandoned. If it becomes necessary to file any motion with the court, we charge fixed fees as follows:

Motion to Dismiss: \$395

Motion for Relief from Stay: \$595

Objection to Plan: \$195

All preparation for and appearances in court are charged on an hourly basis.

Assessment Increase Notice - \$200

We prepare notice to the bankruptcy court of any increase in the ongoing debt owed to the association upon receipt of notice from you, including filing a proof of claim and letter to the bankruptcy attorney or debtor.

Public Trustee/Bankruptcy Search - \$30 (each)

Verifying whether a property is in foreclosure or subject to a bankruptcy before filing a lawsuit can save the association hundreds of dollars. So, we will search both the public trustee and bankruptcy records and then advise the association if different action is necessary.

Receiverships (County Court) - \$295 initial, then hourly. Court costs are approximately \$250

We will prepare pleadings and appear in court to obtain appointment of a receiver to collect rents where the property is abandoned or being rented by the owner. Once appointed, we supervise disbursement of the monies collected by the receiver at an hourly rate.

Lien/Judicial Foreclosures (District Court) - Hourly rates apply

We recommend that foreclosure be considered as a viable collection remedy in all problem cases. Our fee is based on the complexity of your circumstances and should reflect the value you will receive from the monetary result of the foreclosure.

Lien Sales - \$500

We list all liens that are potentially available for sale on our website at <https://Altitude.Law/general-topics/liens-for-sale/> at no cost. In the event a lien is sold we collect our fee from the purchaser of the lien. In order to handle quickly, within the legal time limits, we reserve the right to sell liens, without prior approval if the purchase price is equal to or more than the balance due.

Status Report - \$75/month (if not accessed electronically)

We provide online access to each association's collection status report. For more information please contact us. If your association chooses to have us prepare your status report, there will be a monthly fee.

Asset/Person Locations - \$25-100

From time to time we must locate debtors and/or their assets in order to secure payment for you. We will use various databases for which there is a cost to us, to secure possible leads. This information is then reviewed and analyzed to develop the best strategy for quickly and efficiently securing payments.

## **Highline Crossing Metropolitan District**

### **Community Management Report**

**November 11, 2020**

#### **Architectural Review Requests**

Since the last report in June, there have been 3 Architectural review Requests submitted and Special District Management Services has been completing them. Two were for landscape additions and one was for a radon system installation.

#### **Inspections**

Inspections are completed twice a month during the Summer Months and once a month during the colder months – We are now completing one per month. The main focus for the inspections is landscape maintenance (for the residents and the contracted landscape company), trash bins being left out too long and approved/unapproved signs and flags. Election signs went up about a month ago and will be coming down in the next week.

#### **Common Area Landscaping**

Emerald Isle has completed a few landscape requests. The mulch beds that are in the interior of the community – along E. Kansas Ave, not along Mississippi – were depleted and were top dressed with Gorilla mulch for \$3,318. The Pine trees that are south of the houses on E. Kansas had the tree stakes removed, which was part of Emerald Isle's contract.

## **Highline Crossing Metro District**

9769 East Kansas Avenue  
, Aurora, CO 80247



*Dependability • Integrity • Courtesy • Excellence*



This Agreement dated August 17, 2020 by and between Highline Crossing Metro District ("Customer") and Emerald Isle Landscaping, Inc. ("Contractor") who has a principle place of business at 6849 S. Dawson Circle, Centennial Colorado 80112. Contractor shall provide snow clearing for the customer subject to the Agreement outlined below:

**1. Terms of Contract**

- a. Contractor shall provide snow mitigation service to the Customer subject to the terms and provisions below beginning on September 1, 2019 and ending on June 1, 2020.

**2. Scope of Services**

**a. Sidewalk Clearing**

- i. Contractor will provide snow mitigation on walks when, in contractors sole, good faith opinion, snow has accumulated to the trigger depth selected by Customer. Contractor will use best efforts and resources to determine if the trigger depth has been met.
- ii. Contractor shall not be obligated to initiate mitigation until after the termination of the storm except for blizzard or emergency conditions. In that case, all snow shall be cleared within 12 hours of storm termination.
- iii. When a large accumulation of snow is predicted (i.e. upslope or blizzard conditions), the Contractor may begin operations prior to the cessation of snowfall. When accumulation exceeds 10 inches or when drift conditions exist, "shovel-wide" paths will be cleared during the first visit to the site. Walks will be cleared to their full width when conditions allow further attention.
- iv. Customer shall be responsible for all costs thereof unless and until Customer has requested in writing that mitigation services are not required.

**b. Street Clearing**

- i. The Contractor shall plow all main drives, access roads, and parking lots as directed and outlined by this agreement when in the Contractors sole, good faith, opinion the trigger depth for street clearing has been met. Areas will be plowed once every 24 hours during a storm unless blizzard conditions prevail, or it is a State of Emergency Storm.
- ii. Plowing will be accomplished by mechanically pushing snow out of the path of traffic. Contractor will use best efforts to push snow to boundaries designated by Customer when feasible. When not feasible, Contractor shall use its best efforts to push snow to the least obtrusive location, commensurate with safety to minimize damage to property. Plow drivers will leave a minimum of a 2-foot-wide uncleared strip behind vehicles and garages.
- iii. Customer shall be responsible for the removal of vehicles from parking lot, drives, access roads, and designated stockpile areas. If vehicles are not removed at the time of plowing operations, Contractor will plow only those areas available and reasonably open for safe use and operation of the snow plow equipment. If the designated stockpile areas are not accessible, the Contractor shall pile snow in an area which, in the opinion of the Contractor, allows the greatest usability of the lot. Contractor is not responsible for clearing snow from locations inaccessible to the plow.
- iv. The Contractor assumes no liability for damage to items or property which lie near the area designated for plowing and which have been concealed from the Contractor's view by snow accumulation or conditions: i.e. turf, curbs, wheel stops, hydrants, etc.

**c. Ice Mitigation**

- i. Customer may also request continuing ice mitigation services. These services are not automatically included or performed. Chemical ice melt or sand will be used unless otherwise directed in writing by the Customer. Contractor assumes no responsibility for clean-up of sand or salt, or any claims for damage resulting from its use.
- ii. In the event Customer declines street or sidewalk Ice Mitigation services, or limits the amount of mitigation performed in any way, Customer affirmatively releases Contractor from any and all liability related in any way to post snow clearing services. In addition, Customer will hold harmless and indemnify Contractor for any costs or expenses arising from such claims.

**d. Services Available Upon Request**



- i. All services offered by Contractor are available upon request, on an individual basis. Upon Request Services are provided after all contracted work has been completed and will be billed based on time and materials. Customer is responsible for any services provided, subject to the same payment terms as contracted work.
- ii. Crew size and equipment availability for Upon Request Services are determined by availability of crews after completion of contracted services.
- iii. Heavy equipment, ATV's, and other mitigation services are available as Upon Request ONLY. Customer assumes all liability for damages done by loaders or heavy equipment, unless the damage is a result of the negligent or willful acts or omissions of Contractor.

**e. Physical Removal**

- i. This Agreement does not include any services for physical removal, hauling snow or ice from site. These services are only available with 24 hours written notice and will be billed as time and materials.

**3. State of Emergency and Blizzard Conditions**

- a. Blizzard and State of Emergency conditions are defined and declared by local authorities as such, or with snow depths of 12" or greater. In the event of Blizzard or State of Emergency conditions, Contractor may not begin mitigation services as described above and will mobilize as soon as the law and safety allow. Under these conditions timelines for snow mitigation are waived and Contractor will use its best efforts to clear snow as soon as possible.

**4. Payment Terms and Conditions**

- a. Customer expressly agrees to make payments promptly within **30 days of the invoiced date**. Contractor reserves the right to suspend its obligations under the contract in the event customers account is not current. Contractor shall not be required to perform any of its obligations under this Agreement until the Customer account is current or with a written and agreed upon payment arrangement with the Contractor, without releasing Customers obligations to Contractor.
- b. All rates have a minimum charge per event, (1) ton minimum for ice slicer and include one way travel to the job location.
- c. The prices and terms of this Agreement are not subject to verbal changes or other agreements unless approved in writing by Contractor. All quotations and agreements are contingent upon accidents, fires, availability of materials and all other causes beyond our control.
- d. All accounts that have not been paid within thirty (30) days of the invoiced date are considered delinquent and shall accrue interest at the rate of 1.5% per month (18% per annum).
- e. In the event Customers account remains past due, Contractor may initiate collection action. In any enforcement action Contractor is entitled to recover any and all reasonable Attorney fees and Costs, including its own time to prepare and handle any enforcement action.
- f. Disputes over hours or materials billed must be submitted in writing within 30 days of the invoice date to be considered by our office. Invoices not disputed in this manner are due and payable by due date. **All disputes can be sent to Accounts Receivable at [AR@emeraldislelandscaping.com](mailto:AR@emeraldislelandscaping.com) or 303-693-3072.**
- g. Customer shall hold harmless and indemnify Contractor, its agents, employees, owners or other affiliates, against any and all claims, liabilities, damages, losses, causes of action, and costs or expenses of any kind, including defense the same; (a) arising from the willful or negligent acts or omissions of Customer, its parents, or affiliates, or (b) in relation to services not contracted for.
- h. Absent Contractors willful misconduct or gross negligence, the Customer agrees that the Contractor shall not be liable, and Customer will hold harmless and indemnify Contractor, for any claim, cause of action, or liability instituted by Customer, its employees, assigns, or any resident or third party, arising out of property damage or personal injury due to snow coverage, ice, or wet surface, regardless of whether or not services have been performed.
- i. If a trigger depth has not been met, or Customer requests that Contractor not perform services, or cease mitigation already begun, Customer forfeits any claims of performance or warranty of sufficiency and assumes all liability for said storm. Customer shall hold harmless and indemnify Contractor for any and all claims brought against Contractor which fall under this section.

**Other Provisions**

- a. Either party may terminate this contract upon thirty (30) days written notice.
- b. Snow clearing priority is based on Trigger Depth minimum as indicated on this contract (i.e. 2" has a higher priority than 3", etc.). Upon Request services will only be provided after all contracted work has been completed.

- c. Customers with signed Landscape Maintenance Agreements with Emerald Isle Landscaping have priority over other customers.
- d. This Agreement comprises the entire agreement between the parties, and in the event of any conflict between the terms hereof and the terms of any other proposal or document, the terms of this Agreement shall prevail. No amendment will be recognized unless in writing signed by all the parties.

This Agreement shall be for the benefit of and be binding upon the parties, their heirs, legal representatives, successors, administrators and assigns. It shall be interpreted in accordance with the laws of the State of Colorado.

### Snow Removal Rates and Services

<b>Snowplow/Skid Loader*</b>	<b>\$145.00/Hour</b>	2 Hour Minimum which includes mobilization
<b>Snow Shovel*</b>	<b>\$75.00/Hour</b>	3 Hour Minimum which includes mobilization
<b>Power Sidewalk Equipment*</b>	<b>\$145.00/Hour</b>	2 Hour Minimum which includes mobilization
<b>Ice Slicer*</b>	<b>\$495.00/Ton</b>	1 Ton Minimum which includes truck and mobilization
<b>Ice Melt*</b>	<b>\$60.00/Bag</b>	1 Bag Minimum which includes application
<b>Other Equipment</b>	<b>Quote upon Request</b>	

**Sidewalk Snow Mitigation:**     Yes     No     Upon Request    **Trigger Depth (inches)** \_\_\_\_\_  
**Street/Parking Snow Mitigation:**  Yes     No     Upon Request    **Trigger Depth (inches)** \_\_\_\_\_

**\*Snow rates may vary based on services requested**

**By signing this agreement, you are agreeing to the terms in this document.**

Contractor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor Print: \_\_\_\_\_

Title: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Customer Print: \_\_\_\_\_

Title: \_\_\_\_\_



**Customer Billing Preferences**

\*\*\*A completed copy of this form is REQUIRED for ALL new, renewal, and enhancement contracts. \*\*\*  
\*\*\* Incomplete forms will be returned before the contract is executed. \*\*\*

**Property Details**

Name of Property:	
Property Manager Name:	
Property Manager Email:	
Property Phone Number:	
Property Address:	

**Ownership/Management Details**

Billing Contact Name:	
Property Ownership Name:	
Management Company Name:	
Management Company Phone:	
Management Company Address:	
Billing Email:	
Do you offer ACH Payments?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your company use a portal for billing?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what is the name of the portal:
Do you use a compliance portal?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what is the name of the portal:
Paperless Billing (Email Invoices Only)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If you selected no to the answer above, please enter the exact mailing address for all invoices to be mailed to via USPS:	
Other Special Billing Instructions	



## **Highline Crossing Metro District**

9769 East Kansas Avenue, Aurora, CO 80247



*Dependability • Integrity • Courtesy • Excellence*



Thank you for the opportunity to provide a bid for your properties 2020 - 2021 grounds contract. Emerald Isle Landscaping is proud to continue into the 2021 season as a recognized leader in the outdoor maintenance industry serving multi-family communities, Homeowners Associations, office and industrial parks, special districts, retail, and government entities.

Everyone with the company is committed to providing the highest quality and best value in landscape maintenance, enhancements, irrigation and snow removal. We accomplish this by keeping our core values at the heart of our business: Dependability, Integrity, Courtesy and Excellence. We are also committed to safety and the environment.

Our goal is to partner with our customers to increase property values, reduce vacancy rates and beautify outdoor spaces where people will be proud to work and live. Your property will have an Account Manager dedicated to building a long-term relationship as your go-to contact for all your outdoor maintenance needs as well as assisting you in budgeting and planning for future projects.

All Account Managers perform regular visits to the property, work closely with the crew, attend meetings and are on call to address any issue you might have regarding your outdoor needs. We aim to be a company who is proactive and provide solutions for your property. We look forward to showing you all that we have to offer. From all of us here at Emerald Isle Landscaping, we thank you for your business and continued partnership.



**Clayton Bassett**  
**Branch Manager**



**Matt Rector**  
**Account Manager**



**Dave Earley**  
**Account Manager**



**Summary of Maintenance Services**

- Weekly Visit- 26
- Aeration-2
- Spring Clean-up
- Fall Cleanup-2
- Shrub Trimming- 3
- Spring turf fertilization
- Summer turf fertilization
- Irrigation Activation
- Irrigation Winterization
- Irrigation Check- 26
- Native Mow- 6
- Site Evaluation- 26

**Contract Maintenance Cost - \$15,759.00**

**Payment Schedule**

- |            |            |
|------------|------------|
| •April     | \$2,251.29 |
| •May       | \$2,251.29 |
| •June      | \$2,251.28 |
| •July      | \$2,251.28 |
| •August    | \$2,251.29 |
| •September | \$2,251.28 |
| •October   | \$2,251.29 |

**Non- Contracted Rates and Services**

General Labor	\$65.00/Hour
Irrigation	\$80.00/Hour
Emergency Calls	\$85.00/Hour
Equipment	Various/Hour
Landscape Design	\$85.00 or Bid

**Snow Removal Rates and Services**

Snow Plow/Skid Loader*	\$145.00/Hour
Snow Shovel*	\$75.00/Hour
Ice Slicer	\$495.00/Ton Includes Truck and Application
Ice Melt	\$60.00/Bag Includes Application

\*Snow rates may vary based on services requested



**Weekly Visits**

**Mowing** – Mowing will be performed as needed throughout the duration of the contract. All mower heights will be adjusted accordingly to accommodate the needs of “Property Name”. All debris will be removed from the lawn prior to mowing. Trimming will be performed around all obstacles and along any spaces the mower(s) are unable to reach. The trimmed area will be the same height as the mowing height to keep a uniform appearance.

**Edging** – Edging will be performed bi-weekly unless specified otherwise by the client. Edging will maintain a sharp, professionally tailored appearance along all hard surfaces on the property.

**Shrub Shaping** – Shaping of shrubs, and groundcover will be completed as stated in the contract in accordance with industry standards. Shrubs will be trimmed to stay within the original shape. Additional visits can be provided at additional charge.

**Weed Control** – A chemical post- emergent herbicide is applied to control grass, and weed growth in and around beds, sidewalks, curbs, and any other structures needing weed control. Hand weeding will be done where chemical herbicides are not recommended for use.

**Fertilization and Aeration**

**Fertilization and Weed Control** – Emerald Isle Landscaping will customize each fertilization and weed control application to meet the specific needs of your turf. You will receive turf specific slow release fertilizations with broadleaf weed control over the length of your contract. Applications will be applied as needed

**Turf Aeration** – We will mechanically pull out core soil plugs from your turf to reduce soil compaction. Reduction of soil compaction will enhance the amount of nutrients, moisture, and oxygen available to the turf roots. Insuring for a better-quality turf. You will receive one (1) aeration in the fall. Additional visits can be provided at additional charge.

**Property Clean Ups**

**Debris Policing** - Weekly policing of the property during the growing season to ensure a neat and professional appearance. Winter services are available at an additional cost.

**Spring Clean Up** - Includes removal of winter debris that have collected throughout the property, the cutting of ornamental grasses and dormant perennials.

**Fall Clean up** - Will consist of removing leaves, sticks, and other debris from the property to keep a neat and professional appearance.

**Irrigation Services**

**Spring Start Up** – Will include turning on the water, activation, and check of the sprinkler system. If repairs are necessary, a line itemed list of irrigation improvements needed will be provided.

**Irrigation Checks** – Will be performed on a weekly basis, and consist of inspecting sprinkler zones, drip zones, and watering frequency. Irrigation season runs April through October.

**Irrigation Winterization** – Irrigation system will be shut down, which will include shutting off the water to the system, draining all backflow devices, and blowing out all irrigation lines with the use of high-pressure air.



### LANDSCAPE MAINTENANCE AGREEMENT

This Agreement dated August 17, 2020 by and between Highline Crossing Metro District ("Customer") whose principle place of business is 9769 East Kansas Avenue, Aurora, CO 80247 and, Emerald Isle Landscaping, Inc, ("Contractor") who has a principle place of business at 6849 S. Dawson Circle, Centennial Colorado 80112. Contractor shall provide landscape maintenance services subject to the Agreement outlined below:

1. Term

This Agreement shall be for work to be performed for the 2021 Maintenance Season.

For the purposes of this Agreement a Maintenance Season is any full spring to fall landscape maintenance contract where Contractor is the sole provider of services described herein. For the purpose of calculating amounts due and earned, a Maintenance Season shall be deemed to commence on April 1, 2021 and terminate on October 31, 2021 regardless of when work begins or terminates, or the calendar for the schedule of payments.

2. Early Termination/Non-Performance

Either party may terminate this Agreement for cause with thirty (30) days written notice. During the notice period, all obligations of either party shall continue in full force and effect, unless otherwise agreed, in writing. Cause shall mean any material breach of this Agreement. Contractor is immediately relieved of the burden of continuing its obligations under this Agreement if Customers breach is based on a failure to pay for services rendered.

Contractor shall be notified in writing of any alleged breach within thirty (30) days of the date the breach occurred and shall have a period of 15 days to resolve any alleged breach prior to cause for termination. Should the services provided continue beyond the termination date of this Agreement, all terms and conditions shall continue to apply, and this Agreement shall continue on a month-to-month basis.

3. Payment for Services

In consideration of these terms, conditions, and specifications, for landscape services for the Maintenance Season, Customer agrees to pay: \$15,759.00 . These Payments will be made in 7 consecutive monthly payments of \$2,251.29 beginning April 1, 2021.

Regardless of when payments become due, or when work is performed, the total contract amount is deemed earned at the end of the Maintenance Season. If the contract is terminated with cause before the contracted end date noted above, the monthly payment schedule will be void and payment in full is due at time of termination. Customer will be billed based on all services rendered prior to termination date. If all services on the schedule above have been completed, the full outstanding contract amount will be due in full. If only partial services have been completed, the customer will only be responsible for outstanding charges towards those services. 30-day notice is required in writing and signed by both parties for early contract terminations to be valid.

Customer expressly agrees to make payments promptly within 30 days of the invoiced date. Contractor reserves the right to suspend its obligations under this Agreement in the event customers account becomes delinquent. Until Customer has become current, or payment arrangements have been accepted by Contractor, Contractor shall not be required to perform any of its obligations under this Agreement, without releasing Customer obligations to Contractor.

The prices and terms of this Agreement are not subject to verbal changes or other agreements unless approved in writing by Contractor. All quotations and agreements are contingent upon accidents, fires, availability of materials and all other causes beyond our control.

All accounts that have not been paid within thirty (30) days of the invoiced date are considered delinquent and shall accrue interest at the rate of 1.5% per month (18% per annum).

In the event Customer account remains past due, Contractor may initiate collection action. In any enforcement action Contractor is entitled to recover any and all reasonable Attorney fees and Costs, including its own time to prepare and handle any enforcement action. Disputes over hours or materials billed must be submitted in writing within 30 days of the invoice date to be considered by our office. Invoices not disputed in this manner are due and payable by due date.

Any additional work items, not included in the scope of this Agreement, may be invoiced with the scheduled billing.

**Fuel Impact Charge:** Due to the significant variability in fuel cost, there will be per trip surcharge of the average monthly cost of a



gallon of gasoline added to the above costs if the price of gas exceeds \$4.00/gallon in the Denver Metro area.

4. Insurance/Licenses/Taxes

If any government permit, license or authorization shall be required or necessary for the proper and lawful performance of the Services under this Agreement or if the failure to secure such license, permit or authorization would, in any way, affect the Customer, its property, agent or owner, then Contractor, at Contractor's expense, shall duly procure and maintain such license, permit or authorization and submit a copy to the Customer, if requested. Contractor, at Contractor's expense, shall at all times, comply with the terms and conditions of each license, permit and authorization and shall notify Customer immediately should any license, permit or authorization no longer be in effect or in good standing.

The Contractor will be responsible for its sub-contractors' compliance to this section.

5. Maintenance of Records

Contractor shall maintain written records showing all costs and payments incurred in the performance of this Agreement. Upon reasonable written notice, Contractor shall permit the Customer to have access to, and the right to examine any directly pertinent books, documents, papers and records pertaining to this Agreement for one year after the termination of this Agreement.

6. Compliance with Law

Contractor shall at all times comply with all applicable federal, state and local laws, codes, ordinances, rules and legal requirements affecting the Services (including, without limitation, laws concerning the use, handling and disposal of hazardous materials, and laws concerning verifying an individual's legal right to work in the United States).

7. Indemnities

Customer shall hold harmless and indemnify Contractor, its agents, employees, owners or other affiliates, against any and all claims, liabilities, damages, losses, causes of action, and costs or expenses of any kind, including defense the same; (a) arising from the willful or negligent acts or omissions of Customer, its parents, or affiliates, or (b) in relation to services not contracted for.

Absent Contractor's willful misconduct or gross negligence, the Customer agrees that the Contractor shall not be liable, and Customer will hold harmless and indemnify Contractor, for any claim, cause of action, or liability instituted by Customer, its employees, assigns, or any resident or third party, arising out of property damage or personal injury arising from this agreement, regardless of whether or not services have been performed.

8. Supervision and Equipment

The Contractor will designate a supervisor to be available during normal business hours. The Contractor shall furnish and maintain all equipment necessary to properly accomplish the duties outlined in this Agreement.

9. Scheduling

All work scheduling shall be at the discretion of the Contractor as to time, day, month, etc. Contractor shall not be held liable for delays in completion of contracted items due to but not limited to: Acts of God, Acts of Owners, Weather Conditions, Acts of Public Utilities, or any other unforeseen items beyond the reasonable control of Contractor. The Maintenance Bid Proposal is a tentative schedule for services for your community.

10. Independent Contractor

Contractor is acting as an independent contractor and agrees that none of its agents or employees shall be construed as employees of Customer at any time for any reason.

11. Work Not Included

Contractor shall not be responsible for repairs or replacement of losses or damages beyond the Contractor's control, or beyond the total contract price. Any such repairs or replacements shall be done at the Customer's direction and expense.

Contractor shall not be responsible for plant material or areas where plant material exists that are owned, installed or maintained



by individuals not party to this Agreement.

12. Notices

Any notice, demand or other documents or instruments required or permitted to be served upon either of the parties hereto shall be in writing and shall be deemed duly served when personally delivered or when deposited in the United States mail, postage prepaid, return receipt requested, to the following addresses:

Contractor: Emerald Isle Landscaping, Inc.  
6849 S. Dawson Circle #101  
Centennial, Colorado 80112

Customer: Highline Crossing Metro District  
C/O Special Distric Management Services  
9769 East Kansas Avenue  
Aurora, CO 80247

Or to such other address as may be specified in writing from time to time by either party.

13. Attorney Fees

In any action by either party to enforce the provisions of this Agreement, the prevailing party shall be entitled to its costs in enforcing such provisions including reasonable attorney fees and costs.

14. Choice of Law

This Agreement shall be construed, and the legal relationships between the parties shall be determined, in accordance with the laws of the state of Colorado. No rights or remedies available to either party under this Agreement or by operation of law are waived or modified unless expressly waived or modified by that party in writing.

15. Entirety

This Agreement represents the entire agreement between the parties and supersedes all prior oral and written proposals and communications. This Agreement cannot be assigned without the express written consent of the other party.

THIS AGREEMENT shall inure to the benefit of and constitute a binding obligation to the contracting parties and shall constitute the entire agreement between the contracting parties. No variance or modifications thereof shall be valid and enforceable, unless executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.



**References**

**Kevin Lavene, Centennial Management Group, Property Manager for South Park HOA**  
PO Box 3459, Littleton 80161; cmglittleton@aol.com, 720-528-8557

**Don Merrill, Bookkeepers; Property Manager for Quincy Hill HOA & Chambers Ridge HOA;**  
Chambers Ridge – 1911 S. Hannibal Street, Aurora 80013/ Quincy Hill – 14184 E. Radcliff Circle, Aurora 80015, 303-699-6411

**Kade Sessions, Sessions Group**  
936 E 18th Avenue Denver, CO 80128; kade@sessionsllc.com; 303-536-5508

**Emergency Numbers**

Emerald Isle Landscaping (24-hour emergency calls) 303-693-3072

**Payment Terms and Pricing**

**Billing:**

**Contract will be invoiced in equal monthly installments over 7 months from April 1, 2021 to October 31, 2021.** Following the initial term, this agreement may automatically renew at the new annual price unless written termination is received 30 days prior to renewal date or new contract is signed. ***You will receive the discounted price by returning a signed copy of this contract by March 1, 2021.***

Should the contract be signed and completed after the payment start date of April 1, 2021, the customer will have the choice to extend the length of the contract and monthly payment schedule OR increase the amount of the regular monthly installments to ensure the total contract amount is paid in full by the contract end date.

In the case of early termination, the monthly payment schedule will be void and payment in full is due at time of termination. Customer will be billed based on all services rendered prior to termination date. If all services on the schedule above have been completed, the full outstanding contract amount will be due in full. If only partial services have been completed, the customer will only be responsible for outstanding charges towards those services.

**By signing this agreement, you are agreeing to the terms in all pages 3-8**

Contractor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor Print: \_\_\_\_\_

Title: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Customer Print: \_\_\_\_\_

Title: \_\_\_\_\_



### Customer Billing Preferences

**\*\*\*A completed copy of this form is REQUIRED for ALL new, renewal, and enhancement contracts. \*\*\***  
**\*\*\* Incomplete forms will be returned before the contract is executed. \*\*\***

#### Property Details

Name of Property:	
Property Manager Name:	
Property Manager Email:	
Property Phone Number:	
Property Address:	

#### Ownership/Management Details

Billing Contact Name:	
Property Ownership Name:	
Management Company Name:	
Management Company Phone:	
Management Company Address:	
Billing Email:	
Do you offer ACH Payments?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your company use a portal for billing?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what is the name of the portal:
Do you use a compliance portal?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what is the name of the portal:
Paperless Billing (Email Invoices Only)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If you selected no to the answer above, please enter the exact mailing address for all invoices to be mailed to via USPS:	
Other Special Billing Instructions	



# Bid Proposal



Proposal #:  
50006636

Date: 10/30/20

AM: Matthew Rector

**BID EXPIRES: 12/02/20**

PROPOSAL SUBMITTED TO

Highline Crossing Metro District  
9769 East Kansas Avenue  
Aurora, CO 80247

FROM

Emerald Isle Landscaping, Inc.  
6849 S. Dawson Circle  
Centennial, CO 80112

**TO ACCEPT THIS PROPOSAL:** Please send signed proposal to your Emerald Isle Representative.

**PAYMENT TERMS**  
Net 30

DESCRIPTION	QTY	TOTAL
<b>#50006636 - Irrigation Bid Template Controllers &amp; Backflows</b>		<b>\$667.00</b>
Irrigation Technician Labor (Repairs)	2.00	\$160.00
Hunter Wireless Rain Clik Sensor	2.00	\$240.00

Replace 2 Hunter Wireless Rain Sensors.

1 at each clock.

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. Emerald Isle Landscaping, Inc. is authorized to do the work as specified. Payment will be made as outlined above. All terms and all pages of this contract are fully understood by all parties involved in the agreement.  
NOTE: \*All warranties NULL and VOID if payment is not received by due date.

**AUTHORIZED SIGNATURE & DATE**

X: \_\_\_\_\_

PROPOSED COST

Subtotal	\$667.00
Sales Tax (0.00%)	\$0.00

**TOTAL \$667.00**

**Our Future Is Growing**

OFFICE: 303.693.3072 / [www.EmeraldIsleLandscaping.com](http://www.EmeraldIsleLandscaping.com)





# Bid Proposal



**Proposal #:  
50006635**

**Proposal Name: Detention Pond Clean out**

**Date: 10/30/20**

**AM: Matthew Rector**

**BID EXPIRES: 12/02/20**

**PROPOSAL SUBMITTED TO**

Highline Crossing Metro District  
9769 East Kansas Avenue  
Aurora, CO 80247

**FROM**

Emerald Isle Landscaping, Inc.  
6849 S. Dawson Circle  
Centennial, CO 80112

**TO ACCEPT THIS PROPOSAL:** Please send signed proposal to your Emerald Isle Representative.

**PAYMENT TERMS**  
Net 30

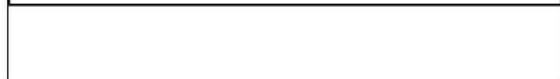
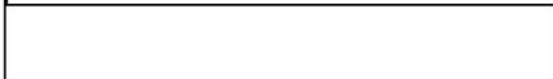
**DESCRIPTION**

**TOTAL**

**Property Enhancement**

**\$1,450.00**

Clean out and dispose of all sediment in Detention Pond.  
Remove all from site and dispose of off site.  
Should be cleaned down to concrete





**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. Emerald Isle Landscaping, Inc. is authorized to do the work as specified. Payment will be made as outlined above. All terms and all pages of this contract are fully understood by all parties involved in the agreement.

NOTE: \*All warranties NULL and VOID if payment is not received by due date.

**AUTHORIZED SIGNATURE & DATE**

X: \_\_\_\_\_

**PROPOSED COST**

Subtotal \$1,450.00

Sales Tax (0.00%) \$0.00

**TOTAL \$1,450.00**

**Our Future Is Growing**

OFFICE: 303.693.3072 / [www.EmeraldIsleLandscaping.com](http://www.EmeraldIsleLandscaping.com)





## WARRANTY POLICY

1. All plant material supplied and installed by Emerald Isle landscaping is provided a one (1) year warranty, unless required otherwise by contract documents.
2. All irrigation parts and labor supplied and installed by Emerald Isle Landscaping are provided a one (1) year warranty.
3. If Emerald Isle Landscaping is the site landscape maintenance contractor for the site/property, any plant material, sod or seed installed by Emerald Isle Landscaping that dies or becomes stressed will be replaced during the warranty period. Replacement will be completed within (2) weeks of being detected.
4. The following will apply if Emerald Isle Landscaping does **NOT** perform landscape maintenance for the site / project:
  - a. Upon completion of the project, a sheet will be signed by the Project / Property Manager stating that all materials and craftsmanship is acceptable. A copy will be provided for the Owner and the original will be kept by Emerald Isle Landscaping.
  - b. An employee, representative or contractor from Emerald Isle will perform a site visit a minimum of one (1) time per month for the following year to check the status/health of all plant materials, sod and/or seed.
  - c. If any plant materials, sod or seed appear to be stressed due to the actions, omissions, **negligence**, improper maintenance, neglect, or failure to follow best care and practices, on the part of the owner, its affiliates, contractors, employees or assigns, Emerald Isle Landscaping will contact the owner describing the problem, and if mitigation is still possible, request immediate corrective action be taken. The Owner will have the option of paying Emerald Isle Landscaping to correct the situation at the then current hourly rates and material costs. The owner may elect to have the work completed by the site landscape maintenance person/contractor, but assumes all risk for failure to take appropriate corrective action.
  - d. Another site inspection will be conducted within the next three (3) weeks. If in the sole opinion of Emerald Isle Landscaping the corrective actions are not made by the next inspection, or if no mitigation is possible, the warranty for **all** plant material, sod and seed will be VOIDED IMMEDIATELY. In the event that the warranty is voided a letter will be sent to the Owner stating the reason why the warranty has been voided.
5. In no event shall any warranty cover the intentional or negligent acts or omissions of the owner or its employees, contractors, representatives or assignees. Nor shall the warranty apply to acts of vandalism, acts of god, including but not limited to excessive moisture, hail, wind, fire, flood, drought, or cold.
6. In the event that Emerald Isle does not receive prompt and full payment as per contract, the warranty shall be deemed to never have gone into effect.