

**Murphy Creek Metropolitan District #3
23801 E Florida Ave.
Aurora, CO 80018**

NOTICE OF WORKING SESSION MEETING AND AGENDA

DATE:	November 12, 2025
TIME:	6:00 pm
LOCATION:	23801 E Florida Ave. Aurora, CO 80018 Conference Room
<u>Board of Directors:</u>	
Margaret Booker	Glen Muller
Alex Ortiz	Josh Rodriguez
Ed Dow	

- I. ADMINISTRATIVE MATTERS
 - A. Call to Order/Declaration of Quorum
 - B. Approval of Agenda, Meeting Location and Posting Location

- II. REVIEW AND DISCUSSION ITEMS
 - A. Landscape Maintenance
 - 1. 2026 or 2026/2027 Landscape Maintenance Contracts
 - 2. Irrigation Controller Replacement Proposal
 - 3. Rejuvenation Prune Proposal
 - 4. Pond Cleaning Proposal
 - B. Security
 - 1. Community Center Uplighting Proposal
 - C. Pool
 - 1. 2026 Pool Management Proposal
 - D. Financial
 - 1. 2026 Draft Budget

- III. ADJOURNMENT – The next meeting is scheduled for November 19, 2025



Landscape Architecture	Construction	Maintenance	Water Management	Snow	Arbor
Golden 303.432.8282	Centennial 720.587.2520	Brighton 303.287.9113	Castle Rock 303.814.6070	Colorado Springs 719.867.1004	Northern Colorado 970.237.6225
www.environmentaldesigns.com					

LANDSCAPE MAINTENANCE AGREEMENT

Project Name: Murphy Creek Metro District #3
 Project Address 1400 S. Old Tom Morris Rd, Aurora, CO 80018

Proposal #: 128794
 Effective Date: January 1, 2026
 Termination Date: December 31, 2026

THIS LANDSCAPE MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of 1/1/2026 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Murphy Creek Metro District #3 (the "Client"). The Client and Contractor agree as follows:

1. SCOPE OF WORK

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

2. TERM OF AGREEMENT

A. The Contractor shall commence work on the Effective Date and shall expire on the Termination Date unless sooner terminated as provided in Section 3. of this Agreement.

3. TERMINATION

- A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination.
- B. Contractor and Client agree that the work performed is proportionally greater during the growing season. In the event of termination full payment for actual services performed or materials provided become due and payable on or before date of termination. In the event of pre-payment of services or materials not performed or provided, a refund will be due.
- C. If payment for services rendered is delinquent by thirty (30) days or more, Environmental Designs, LLC reserves the right to suspend services until the account is made current without any breach of contract.

4. GENERAL PROVISIONS

- A. The Contractor shall be responsible for any damages caused by his work force while performing the requirements of this agreement. The Contractor shall provide Labor and Materials for the repair or replacement of these damages.
- B. This proposal shall expire unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the offering party receives notice of acceptance within ten (10) calendar days of the date of this contract. If accepted, this document shall become a contract between Client and Contractor. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between Client and Contractor.
- C. This agreement constitutes the entire contract between the Client and Contractor, and any prior agreements pertaining thereto, whether verbal or written, have been merged and integrated into this contract. No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by both the Client and an authorized agent of Contractor. Any obligation in this contract that, by its terms, is intended to be performed after completion shall survive the same.

5. INSURANCE

A. During the term of this agreement, Contractor shall maintain general liability insurance, automobile liability insurance, employer's liability and workers compensation insurance covering its activities in connection with the services and any work order. Such insurance shall be in commercially reasonable amounts and evidence of such insurance will be provided to client upon request.

6. ADDITIONAL SERVICES AVAILABLE

A. Should any additional services be necessary and should Client desire Contractor to perform such or any other additional work requested by Client, Client may direct Contractor to make changes, additions, and deletions to the work, which shall be documented in a written "Change Order." Contractor shall promptly proceed in compliance therewith. Contractor shall submit, in writing, any claim for payment for the additional work. Additional work and or services will be billed separately, and all payments are due upon receipt. The performance of, and the payment for additional services are subject to all of the terms and conditions of this Agreement.

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

1. Landscape Architecture and Design Services
2. Landscape construction projects
3. Water Management design, installation, and repairs
4. Seasonal floral: Design, installation, and maintenance including beds, pots, and hanging baskets
5. Plant Health Care (PHC) including pest control, fertilization, winter and deep root watering
6. Arbor care including tree pruning, tree removal, and stump grinding
7. Native and field grass mowing
8. Holiday lighting and seasonal decoration

7. LIMITED WARRANTY

A. Contractor warrants that its workmanship on all installation and repairs shall be performed in a good and workmanlike manner, and to be in accordance with generally accepted practices for similar services; and that any parts repaired or replaced by Contractor will be free from defects in workmanship until the end of this Agreement or for thirty (30) days, whichever is earlier. Client acknowledges that Contractor is NOT the manufacturer of the installed materials and equipment, and that Contractor makes no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability other than as set forth in the preceding paragraph. Client agrees to look solely to such manufacturer to remedy any alleged deficiency in the installed materials and equipment and damages related directly or indirectly thereto. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES ON THE MATERIALS FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. PAYMENT SCHEDULE

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

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

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

12 Monthly Installments of:	\$13,268.58
Starting:	January 2026
Ending:	December 2026
Total Contract Price:	\$159,223.00

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

9. ACCEPTANCE

Environmental Designs, LLC

Branch

Contractor Signature

Date

Printed Name

Murphy Creek Metro District #3

1400 S. Old Tom Morris Rd

Aurora, CO 80018

720-647-6541

Client Signature

Date

Printed Name

EXHIBIT A

Scope of Services (the "Work")

<p>Weekly Services</p> <p>Weekly services shall include the monitoring of landscape areas for loose trash and debris, trimming of turf areas where necessary, weed control in beds, blowing of grass clippings from walks, porches, and curb lines, and mowing of all turf areas to a height of 3"-4" from May to September and twice monthly in April and October. Steel-blade edging along sidewalks and curbs will be performed bi-monthly from April to October.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>	<p>Frequency included in this Agreement</p>	<p>26</p>
<p>Aeration - Spring</p> <p>A core aeration of all turf areas shall be performed in the Spring to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Fertilization - Spring Turf</p> <p>Spring Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to a strong "green up" during the spring, and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season. The Spring Fertilization application of fertilizer is coupled with a granular pre-emergent weed control to mitigate germination of weeds in turf areas, reducing the overall volume of weeds to be controlled with a broadleaf herbicide.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Fertilization - Summer Turf</p> <p>Summer Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the hot summer season and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Fertilization - Fall Turf</p> <p>Fall Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the end of the growing season and will promote a healthy root system going into winter.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Spring Leaf & Debris Clean-up</p> <p>Spring leaf & debris clean-up consists of the cleaning of leaves, bed maintenance, and edging along sidewalks and hardscapes as determined by Contractor.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Fall Leaf & Debris Clean-up</p> <p>Fall leaf and debris clean-up includes the raking or blowing of leaves and removal from landscape areas after all of the leaves have fallen from the trees and shrubs on the property. All leaves and debris will be disposed of off site.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Prune / Cutback Grasses & Perennials</p> <p>Prune/cutback of grasses and perennials includes the cutting of the ornamental grasses and perennials during the dormant season to promote healthy growth in the next growing season.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>

EXHIBIT A

Scope of Services (the "Work")

Prune Trees & Shrubs

Frequency included in this Agreement

1

Any Tree trimming performed under this landscape maintenance contract will take place on trees and/or limbs below the height of 12ft. Trees are living, growing assets in your landscape, and while we cannot trim trees in a manner that stunts their growth, thus holding the tree to a height under 12ft, as landscape and arborist professionals, we can offer proactive tree care solutions to maintain the health and safety of the tree for years to come. Those tree care solutions are offered an addition to this contract and can be customized and presented to you by setting up an appointment with your Arborist representative.

Types of Tree Care Proactive Solutions offered:

Crown Raising:

Crown Raising is the process in which we remove lower branches that are impeding on pedestrian, vehicular, or line-of-site. To avoid leaving wounds or marks, regular raising of the canopy should occur on younger trees. The reason for raising is to accommodate more urban environments as well as maintain a level of safety and security. It is generally implemented when tree limbs get in the way of structures or people. The preferable clearance for structures is 10'-15'.

Canopy Reduction:

Reduction is a practice that focuses on the skillful and discriminate reduction of stems that may need to be cut back for several reasons. One of the practices we do **NOT** do is topping trees. When you top trees, you remove crucial branches or trunks that cause large wounds in the trees, leaving them open to decay. We want to respect the natural branching of a tree; to keep the beauty of a tree one should avoid topping.

Reduction requires in depth knowledge about how a tree grows back and which branches are necessary. We can preserve your tree's natural form but perform the necessary cuts to keep your tree healthy and manageable

Canopy Thinning:

This is often performed on trees that are overgrown. Often, thinning is necessary for tree structural reasons. Also, increased light penetration (to help your grass or other plants grow) is often a reason for such pruning. The best practice is to not remove more than 15%-20% of the foliage on the tree and one should only be cutting branches that are 2 inches thick.

Structural/Corrective Pruning of Young Tree's:

This pruning practice is probably the most overlooked by clients and so-called tree care professionals. Because most site conditions in an urban environment allow for more light to your tree than if it was in the forest, your tree grows much differently than its natural setting. Proper structural growth for your tree from tree establishment is crucial for the health of your tree later in life, particularly in the context of storm damage prevention.

There are several steps to proper structural pruning including:

1. Selecting the branch that will be the dominant trunk
2. Identify branches that will be competing with the dominant trunk
3. Removing or shortening the branches

Deadwood/Risk Reduction Pruning:

This straightforward pruning practice removes all dangerous and aesthetically displeasing dead wood

Prune Trees & Shrubs - Touchup

Frequency included in this Agreement

1

This service includes additional rounds of selective pruning of nuisance growth and site restrictions on shrubs and ornamental trees (up to 10' in height and branches 2" or less in diameter) on site.

Irrigation Activation

Frequency included in this Agreement

1

This service includes the activation of the irrigation system and a full system check. If any repairs are necessary to complete the activation of the irrigation system, a proposal for said repairs will be delivered for approval. Any delay in approving Spring Activation Repairs may result in a delay in fully activating the irrigation system.

EXHIBIT A

Scope of Services (the "Work")

Irrigation Checks - Bi-Weekly Frequency included in this Agreement 14

This service includes checking the irrigation system for proper operation, the minor adjustment of irrigation heads, and irrigation timer adjustments. In the event of a non-operable condition not caused by the Contractor's mowing operations, any irrigation system repairs necessary will be corrected and billed at \$81.00 per man hour plus materials and machine if necessary. This includes raising and lowering irrigation heads, clearing of plugged lines, replacement of broken or missing irrigation heads, redesign work, additions, valve locating, Irrigation Timer repairs and replacements, toning or tracing wires, and anything that requires digging or excavation.

Contractor provides 24-Hour Emergency Irrigation Service. Contractor also maintains an after hours emergency phone line that can be called outside of business hours to reach a member of the irrigation team for water leaks. Outside of normal weekly business hours of 7am-5pm, weekends and company holidays will be billed \$150 per hour at a two hour minimum.

Water Manager of smart irrigation controllers will be billed at \$105 per hour.

Irrigation Winterization Frequency included in this Agreement 1

This service includes a fully system shutdown and Winterization.

Pre-Emergent Application-Beds Frequency included in this Agreement 1

This service includes the spraying of a pre-emergent weed control pesticide on all beds and adjacent walks.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Broadleaf Application Round 1 Frequency included in this Agreement 1

This service includes one broadcast application of a selective post-emergent weed control pesticide to all turf areas.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Broadleaf Application Round 2 Frequency included in this Agreement 1

This service includes one spot spray or full broadcast application of a selective post-emergent weed control pesticide to all turf areas as needed.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Broadleaf Application Round 3 Frequency included in this Agreement 1

This service includes one additional spot spray or full broadcast application of a selective post-emergent weed control pesticide to all turf areas as needed.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Winter Services Frequency included in this Agreement 24

Winter Services are included in this agreement and consist of a weekly policing of the property for removal of loose trash & debris weather permitting.

EXHIBIT A Scope of Services (the "Work")

<p>Dog Stations Dog Station Maintenance is included under this agreement and shall consist of a periodic check of dog waste bags and emptying the attached trash receptacle.</p>	<p>Frequency included in this Agreement</p>	<p>52</p>
<p>Native Mowing This service includes the periodic mowing of the native areas associated with this agreement.</p>	<p>Frequency included in this Agreement</p>	<p>2</p>
<p>Native Broadleaf Weed Treatment This Service includes spraying the native grass areas with a broadleaf herbicide for weed control.</p>	<p>Frequency included in this Agreement</p>	<p>2</p>
<p>Native Mowing - Beauty Bands This service includes the periodic mowing of all beauty bands adjacent to pathways.</p>	<p>Frequency included in this Agreement</p>	<p>5</p>
<p>Native Mowing Fence Line This service includes one round of mowing of the fence line native areas associated with this agreement.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Schedule of Rates The following rates apply for services performed separately from a service agreement.</p>	<p>Frequency included in this Agreement</p>	<p>Not Included</p>

- Irrigation Repair Technician: \$85.00 per hour
- Senior Irrigation Specialist (specialty equipment extra): \$105.00 per hour
- Emergency Dispatch (outside of normal business hours of 7am-5pm, weekends and company holidays, 2 hour minimum): \$150.00 per hour
- Landscape Supervisor/Foreman w/ Truck: \$81.00 per hour
- Landscape Laborer (without equipment): \$75.00 per hour
- Chemical Applicator w/ Equipment (materials extra): \$131.00 per hour
- Hand watering (from on site tap using hoses): \$81.00 per hour
- Watering Truck/Trailer (per person, plus water fees): \$131.00 per hour
- Miscellaneous Mowing (standard equipment): \$80.00 per hour

Select Services may not be included in this schedule and will be quoted separately.

One hour minimum charge per person applies to all services.

Travel time one direction, per person, is charged when applicable.

Environmental Designs, LLC reserves the right to adjust pricing at any time to reflect market changes and will provide written notice of such changes.

Additional Services Addendums

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



Landscape Architecture		Construction	Maintenance	Water Management	Snow	Arbor
Golden 303.432.8282	Centennial 720.587.2520	Brighton 303.287.9113	Castle Rock 303.814.6070	Colorado Springs 719.867.1004		Northern Colorado 970.237.6225
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LANDSCAPE MAINTENANCE AGREEMENT

Project Name: Murphy Creek Metro District #3
 Project Address 1400 S. Old Tom Morris Rd, Aurora, CO 80018

Proposal #: 128818
 Effective Date: January 1, 2026
 Termination Date: December 31, 2026

THIS LANDSCAPE MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of 1/1/2026 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Murphy Creek Metro District #3 (the "Client"). The Client and Contractor agree as follows:

1. SCOPE OF WORK

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

2. TERM OF AGREEMENT

A. The Contractor shall commence work on the Effective Date and shall expire on the Termination Date unless sooner terminated as provided in Section 3. of this Agreement.

If this box is checked and initialed by Client, and unless canceled by either party per the terms of Section 3., or subject to **Annual Appropriation**, this agreement shall automatically renew, for 2 years, on the annual anniversary of the Effective Date and all pricing shall increase on the second year at a 2% increase, or a rate equivalent to the year-over-year percent change in CPI-U, Denver-Aurora-Lakewood, CO for all items for the period closest to the renewal period that can be found at bls.gov, whichever is greater.

3. TERMINATION

- A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination.
- B. Contractor and Client agree that the work performed is proportionally greater during the growing season. In the event of termination full payment for actual services performed or materials provided become due and payable on or before date of termination. In the event of pre-payment of services or materials not performed or provided, a refund will be due.
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Starting:	January 2026
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Total Contract Price:	\$159,223.00

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

9. ACCEPTANCE

Environmental Designs, LLC

Branch

Contractor Signature

Date

Printed Name

Murphy Creek Metro District #3

1400 S. Old Tom Morris Rd

Aurora, CO 80018

720-647-6541

Client Signature

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EXHIBIT A

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EXHIBIT A

Scope of Services (the "Work")

Prune Trees & Shrubs

Frequency included in this Agreement

1

Any Tree trimming performed under this landscape maintenance contract will take place on trees and/or limbs below the height of 12ft. Trees are living, growing assets in your landscape, and while we cannot trim trees in a manner that stunts their growth, thus holding the tree to a height under 12ft, as landscape and arborist professionals, we can offer proactive tree care solutions to maintain the health and safety of the tree for years to come. Those tree care solutions are offered in addition to this contract and can be customized and presented to you by setting up an appointment with your Arborist representative.

Types of Tree Care Proactive Solutions offered:

Crown Raising:

Crown Raising is the process in which we remove lower branches that are impeding on pedestrian, vehicular, or line-of-site. To avoid leaving wounds or marks, regular raising of the canopy should occur on younger trees. The reason for raising is to accommodate more urban environments as well as maintain a level of safety and security. It is generally implemented when tree limbs get in the way of structures or people. The preferable clearance for structures is 10'-15'.

Canopy Reduction:

Reduction is a practice that focuses on the skillful and discriminate reduction of stems that may need to be cut back for several reasons. One of the practices we do **NOT** do is topping trees. When you top trees, you remove crucial branches or trunks that cause large wounds in the trees, leaving them open to decay. We want to respect the natural branching of a tree; to keep the beauty of a tree one should avoid topping.

Reduction requires in depth knowledge about how a tree grows back and which branches are necessary. We can preserve your tree's natural form but perform the necessary cuts to keep your tree healthy and manageable

Canopy Thinning:

This is often performed on trees that are overgrown. Often, thinning is necessary for tree structural reasons. Also, increased light penetration (to help your grass or other plants grow) is often a reason for such pruning. The best practice is to not remove more than 15%-20% of the foliage on the tree and one should only be cutting branches that are 2 inches thick.

Structural/Corrective Pruning of Young Tree's:

This pruning practice is probably the most overlooked by clients and so-called tree care professionals. Because most site conditions in an urban environment allow for more light to your tree than if it was in the forest, your tree grows much differently than its natural setting. Proper structural growth for your tree from tree establishment is crucial for the health of your tree later in life, particularly in the context of storm damage prevention.

There are several steps to proper structural pruning including:

1. Selecting the branch that will be the dominant trunk
2. Identify branches that will be competing with the dominant trunk
3. Removing or shortening the branches

Deadwood/Risk Reduction Pruning:

This straightforward pruning practice removes all dangerous and aesthetically displeasing dead wood

Prune Trees & Shrubs - Touchup

Frequency included in this Agreement

1

This service includes additional rounds of selective pruning of nuisance growth and site restrictions on shrubs and ornamental trees (up to 10' in height and branches 2" or less in diameter) on site.

Irrigation Activation

Frequency included in this Agreement

1

This service includes the activation of the irrigation system and a full system check. If any repairs are necessary to complete the activation of the irrigation system, a proposal for said repairs will be delivered for approval. Any delay in approving Spring Activation Repairs may result in a delay in fully activating the irrigation system.

EXHIBIT A

Scope of Services (the "Work")

Irrigation Checks - Bi-Weekly Frequency included in this Agreement 14

This service includes checking the irrigation system for proper operation, the minor adjustment of irrigation heads, and irrigation timer adjustments. In the event of a non-operable condition not caused by the Contractor's mowing operations, any irrigation system repairs necessary will be corrected and billed at \$81.00 per man hour plus materials and machine if necessary. This includes raising and lowering irrigation heads, clearing of plugged lines, replacement of broken or missing irrigation heads, redesign work, additions, valve locating, Irrigation Timer repairs and replacements, toning or tracing wires, and anything that requires digging or excavation.

Contractor provides 24-Hour Emergency Irrigation Service. Contractor also maintains an after hours emergency phone line that can be called outside of business hours to reach a member of the irrigation team for water leaks. Outside of normal weekly business hours of 7am-5pm, weekends and company holidays will be billed \$150 per hour at a two hour minimum.

Water Manager of smart irrigation controllers will be billed at \$105 per hour.

Irrigation Winterization Frequency included in this Agreement 1

This service includes a fully system shutdown and Winterization.

Pre-Emergent Application-Beds Frequency included in this Agreement 1

This service includes the spraying of a pre-emergent weed control pesticide on all beds and adjacent walks.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Broadleaf Application Round 1 Frequency included in this Agreement 1

This service includes one broadcast application of a selective post-emergent weed control pesticide to all turf areas.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Broadleaf Application Round 2 Frequency included in this Agreement 1

This service includes one spot spray or full broadcast application of a selective post-emergent weed control pesticide to all turf areas as needed.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Broadleaf Application Round 3 Frequency included in this Agreement 1

This service includes one additional spot spray or full broadcast application of a selective post-emergent weed control pesticide to all turf areas as needed.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Winter Services Frequency included in this Agreement 24

Winter Services are included in this agreement and consist of a weekly policing of the property for removal of loose trash & debris weather permitting.

EXHIBIT A Scope of Services (the "Work")

<p>Dog Stations Dog Station Maintenance is included under this agreement and shall consist of a periodic check of dog waste bags and emptying the attached trash receptacle.</p>	<p>Frequency included in this Agreement</p>	<p>52</p>
<p>Native Mowing This service includes the periodic mowing of the native areas associated with this agreement.</p>	<p>Frequency included in this Agreement</p>	<p>2</p>
<p>Native Broadleaf Weed Treatment This Service includes spraying the native grass areas with a broadleaf herbicide for weed control.</p>	<p>Frequency included in this Agreement</p>	<p>2</p>
<p>Native Mowing - Beauty Bands This service includes the periodic mowing of all beauty bands adjacent to pathways.</p>	<p>Frequency included in this Agreement</p>	<p>5</p>
<p>Native Mowing Fence Line This service includes one round of mowing of the fence line native areas associated with this agreement.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Schedule of Rates The following rates apply for services performed separately from a service agreement.</p>	<p>Frequency included in this Agreement</p>	<p>Not Included</p>

- Irrigation Repair Technician: \$85.00 per hour
- Senior Irrigation Specialist (specialty equipment extra): \$105.00 per hour
- Emergency Dispatch (outside of normal business hours of 7am-5pm, weekends and company holidays, 2 hour minimum): \$150.00 per hour
- Landscape Supervisor/Foreman w/ Truck: \$81.00 per hour
- Landscape Laborer (without equipment): \$75.00 per hour
- Chemical Applicator w/ Equipment (materials extra): \$131.00 per hour
- Hand watering (from on site tap using hoses): \$81.00 per hour
- Watering Truck/Trailer (per person, plus water fees): \$131.00 per hour
- Miscellaneous Mowing (standard equipment): \$80.00 per hour

Select Services may not be included in this schedule and will be quoted separately.

One hour minimum charge per person applies to all services.

Travel time one direction, per person, is charged when applicable.

Environmental Designs, LLC reserves the right to adjust pricing at any time to reflect market changes and will provide written notice of such changes.

Additional Services Addendums

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



Landscape Architecture		Construction	Maintenance	Water Management	Snow	Arbor
Golden 303.432.8282	Centennial 720.587.2520	Brighton 303.287.9113	Castle Rock 303.814.6070	Colorado Springs 719.867.1004		Northern Colorado 970.237.6225

www.environmentaldesigns.com

LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Tom White
Project Name: Murphy Creek Metro District #3
Project Description: 2025 Irrigation Enhancement
Project Address:

Agreement #: 128577
Date of Agreement: 8/14/2025
Client Phone Number: 720-647-6541
Client Email: shannon.torgerson@goodwin-co.com

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 8/14/2025 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Murphy Creek Metro District #3 (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

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

2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date.

3. GENERAL PROVISIONS

- A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking, or breaking of any concrete or paved surfaces or existing plant material on the Property. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc. Does not include engineering unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")".
- B. This agreement shall supersede all prior agreements between the Parties as it relates to the Work, as outlined within this Agreement, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.
- C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.
- D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.
- E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.
- F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. TERMINATION

A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

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

5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitaes, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$186,180.34** plus sales taxes as appropriate for the Work in EXHIBIT A - Scope of Services (the "Work")

B. Per the state and local sales tax codes, all materials are subject to sales tax and the appropriate Sales Tax will be added to the final bill for all materials utilized performing the services included in this Agreement, unless the Project outlined within this agreement is exempt from sales tax through the State of Colorado and/or the local municipality that the Project is located in and Client has provided the necessary Sales Tax Exemption documentation.

C. This price is valid for ten (10) days from the date of this Agreement.

D. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

E. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPFRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

F. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

G. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

H. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

I. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

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

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

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Controller Upgrade - Weathertrak

Weathertrak controllers are state-of-the-art EPA WaterSense certified ET weather-based controllers. These controllers have a cellular modem built into them and they are linked to professionally maintained weather stations. These controllers download pertinent local weather information once every 24 hrs, prior to programmed start, and formulate customized irrigation programs so that your landscape is irrigated based upon real-time weather information. All programming is done through the internet. There are reporting features available to monitor the watering on the property and electrical faults with this system. The landscape contractor is able to manipulate the programming of the controller remotely, including manually stopping the water for any reason remotely without sending a tech to the property.

Weathertrak does have an annual subscription fee payable directly by the property to Weathertrak. Subscription plans are \$150 annually for each controller after the first year. The price reflected in this proposal is the price for installation of the hardware and configuration of all data in order to activate your new controller.

This proposal includes the cost of:

- Removal and disposal of all of the old and existing controller hardware
- Proper mounting for the new controllers or pedestal installation for those new controllers requiring pedestals
- Installing the necessary wire conduits and fittings for securely housing all wiring, including the installation of new control wire with proper splices and junction boxes where necessary to ensure that the controller and system functions properly.
- The time necessary to collect all of the specific data for programming and entering zone configurations into the new controller account online.
- A wireless rain sensor should be installed with each controller in order to keep the system efficient. If needed these will be added into the proposal.

24 remaining controllers

13 (12) Station controllers

5 (24) Station Controllers

3 (30) Station Controllers

1 (48) Station Controller

Also included pedestals for all controllers if needed.

Description	Quantity	Unit
Controller - Weathertrak PRO3 12 Sta	13.00	EA
Controller - Weathertrak PRO3 24 Sta SS Cabinet	5.00	EA
Controller - Weathertrak PRO3 30 Sta	3.00	EA
Controller - Weathertrak PRO3 36 Sta	1.00	EA
Controller - Weathertrak PRO3 6 Sta Module	2.00	EA
Controller - Pedestal Weathertrak Pro3 - Standard Coat	24.00	EA
Group Total		\$186,180.34

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Rain Sensor

Rain sensors are an integral piece to any irrigation system. Often times with the size of the system and cost of water, one or two cycles eliminated because of functioning sensor can save enough to pay for the install of the new part.

Environmental Designs will install a wireless RainBird Rain/Freeze unit. This is considered the best and most reliable on the market. It has two way communication so the technician can easily confirm that the transmitter is communicating and has a working battery at the receiver.

Description	Quantity	Unit
Rain Sensor- RainBird Rain/Freeze	0.00	EA
Group Total		\$0.00

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

WINTER WATERING

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor Winter Water all plant material and sod included in this agreement. Winter Watering services will be invoiced at \$85.00 per hour plus one way travel to the site with a one hour minimum each visit. The Client has been informed that if Winter Watering services are declined then all warranties on plant material and sod will be considered waived, voided, and null.

- By Checking this box, Client Declines having Winter Watering Services Performed by the Contractor.
- By Checking this box and Signing Below, Client Agrees to have Winter Watering Services performed by the Contractor.

Client: _____ Date: _____

TREE WRAP

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor wrap all soft-bark trees included in this agreement. Tree wrapping services will include application of tree wrap in the fall and removal in the spring. The first tree is \$150, each additional tree is \$25.

- By Checking this box, Client Declines having Tree Wrapping Services Performed by the Contractor.
- By Checking this box and Signing Below, Client Agrees to have Tree Wrapping Services performed by the Contractor.

Client: _____ Date: _____

Item	Rebate	Notes
Smart controller	Up to \$150 per station	Must be able to adjust run time and days per week based on current weather information. <i>*Click below for information on recycling your old controller.</i>
Rain sensors	\$15 each wired, \$50 each wireless	n/a
Soil moisture sensors	\$100 each	Must be able to connect to controller and schedule adjustments.
Gear-driven rotor sprinklers	\$12 each	New heads must have check valves.
Pop-up sprinkler bodies	\$9 each	New heads must have pressure-regulating stems and check valves. Minimum 4" pop-up height.
High-efficiency nozzles	\$6 each	n/a
Spray-to-drip conversion	\$200 per zone	Indicate number of zones on itemized invoice.

Flow sensor	Up to \$100	Detects when water is flowing and transmits signals to indicating devices.
Master valve	Up to \$100	Controls water flow into the mainline of the system.



Landscape Architecture		Construction	Maintenance	Water Management	Snow	Arbor
Golden 303.432.8282	Centennial 720.587.2520	Brighton 303.287.9113	Castle Rock 303.814.6070	Colorado Springs 719.867.1004		Northern Colorado 970.237.6225
www.environmentaldesigns.com						

LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Tom White
 Project Name: Murphy Creek Metro District #3
 Project Description: 2025 Enhancement rejuvenation prune
 Project Address: 3151 S Vaughn Way Suite 100
 Aurora, Colorado, 80014

Agreement #: 123250
 Date of Agreement: 1/15/2025
 Client Phone Number: 720-647-6541
 Client Email: shannon.torgerson@goodwin-co.com

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 1/15/2025 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Murphy Creek Metro District #3 (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

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

2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date.

3. GENERAL PROVISIONS

- A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking, or breaking of any concrete or paved surfaces or existing plant material on the Property. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc. Does not include engineering unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")".
- B. This agreement shall supersede all prior agreements between the Parties as it relates to the Work, as outlined within this Agreement, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.
- C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.
- D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.
- E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.
- F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. TERMINATION

A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

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

5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitaes, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$17,701.98** plus sales taxes as appropriate for the Work in EXHIBIT A - Scope of Services (the "Work")

B. Per the state and local sales tax codes, all materials are subject to sales tax and the appropriate Sales Tax will be added to the final bill for all materials utilized performing the services included in this Agreement, unless the Project outlined within this agreement is exempt from sales tax through the State of Colorado and/or the local municipality that the Project is located in and Client has provided the necessary Sales Tax Exemption documentation.

C. This price is valid for ten (10) days from the date of this Agreement.

D. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

E. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPFRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

F. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

G. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

H. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

I. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

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

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

EXHIBIT A

Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Rejuvenation Pruning

Rejuvenate the shrubs on the North half of property, which would be from the club house north, east and west

This service is to perform a rejuvenation pruning on select shrubs. Many shrubs can be easily renewed with rejuvenation pruning. The shrub is cut entirely to the ground in late winter and/or early spring before growth starts. The shrub regrows from roots, giving a compact, youthful plant with maximum bloom. Rejuvenation can have a major effect on health, size, and profusion of flower bloom. This method is preferred for many flowering shrubs because it is quickly performed with great results. Rejuvenation is typically done no more than every three to five years when a shrub begins to look gangly and woody.

Description	Quantity	Unit
Rejuvenation Pruning - Mobilization per Trip	0.00	EA
Rejuvenation Pruning - (0-2') Small Shrubs	0.00	EA
Rejuvenation Pruning - (2-4') Medium Shrubs	0.00	EA
Rejuvenation Pruning - (4'+) Large Shrubs	501.00	EA
Labor By Hour	160.00	HR
Dump - Waste by Yard	19.10	YD
Group Total		\$17,701.98

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

WINTER WATERING

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor Winter Water all plant material and sod included in this agreement. Winter Watering services will be invoiced at \$85.00 per hour plus one way travel to the site with a one hour minimum each visit. The Client has been informed that if Winter Watering services are declined then all warranties on plant material and sod will be considered waived, voided, and null.

- By Checking this box, Client Declines having Winter Watering Services Performed by the Contractor.
- By Checking this box and Signing Below, Client Agrees to have Winter Watering Services performed by the Contractor.

Client: _____ Date: _____

TREE WRAP

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor wrap all soft-bark trees included in this agreement. Tree wrapping services will include application of tree wrap in the fall and removal in the spring. The first tree is \$150, each additional tree is \$25.

- By Checking this box, Client Declines having Tree Wrapping Services Performed by the Contractor.
- By Checking this box and Signing Below, Client Agrees to have Tree Wrapping Services performed by the Contractor.

Client: _____ Date: _____



Landscape Architecture		Construction	Maintenance	Water Management	Snow	Arbor
Golden 303.432.8282	Centennial 720.587.2520	Brighton 303.287.9113	Castle Rock 303.814.6070	Colorado Springs 719.867.1004		Northern Colorado 970.237.6225
www.environmentaldesigns.com						

LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Tom White
 Project Name: Murphy Creek Metro District #3
 Project Description: 2025 Enhancement Pond clean
 Project Address: 3151 S Vaughn Way Suite 100
 Aurora, Colorado, 80014

Agreement #: 131636
 Date of Agreement: 10/15/2025
 Client Phone Number: 720-647-6541
 Client Email: shannon.torgerson@goodwin-co.com

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 10/15/2025 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Murphy Creek Metro District #3 (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

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

2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date.

3. GENERAL PROVISIONS

- A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking, or breaking of any concrete or paved surfaces or existing plant material on the Property. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc. Does not include engineering unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")".
- B. This agreement shall supersede all prior agreements between the Parties as it relates to the Work, as outlined within this Agreement, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.
- C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.
- D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.
- E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.
- F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. TERMINATION

A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

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

5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitaes, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$1,240.66** plus sales taxes as appropriate for the Work in EXHIBIT A - Scope of Services (the "Work")

B. Per the state and local sales tax codes, all materials are subject to sales tax and the appropriate Sales Tax will be added to the final bill for all materials utilized performing the services included in this Agreement, unless the Project outlined within this agreement is exempt from sales tax through the State of Colorado and/or the local municipality that the Project is located in and Client has provided the necessary Sales Tax Exemption documentation.

C. This price is valid for ten (10) days from the date of this Agreement.

D. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

E. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPFRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

F. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

G. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

H. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

I. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

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

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

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Clean up Pond area

Clean out debris around inlet and outlet and mow down the native surrounding the pond, thin out cattails, for maximum flow through detention pond

Description	Quantity	Unit	
Prep- Weed Demo - Heavy/Tall Weeds	300.00	SF	
Labor By Hour	6.00	HR	
Group Total			\$1,240.66

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

QUOTE

QT-000102



Terra Craft

4835 s fraser st
Aurora Colorado 80015
U.S.A
13035196432
ben@terracraftco.com

Bill To : 12 Aug 2025
Metro Public Saftey

Subject :
Murphy Creek club house lights

#	Item & Description	Qty	Rate	Amount
1	Labor Labor and hand tools needed to complete job	125.00 Hours	65.00	8,125.00
2	Low voltage 600W Transformer 600w Transformer to support up to 150 lights	1.00 Ea	1,200.04	1,200.04
3	Low voltage Wire 12/2 Low voltage direct bury	1,000.00 ft	0.75	750.00
4	Ho Mr 16 Bulbs Bulbs needed for well lights high output	66.00 Ea	40.00	2,640.00
5	Well Light In-Ground Universal well light	60.00 Ea	130.00	7,800.00
6	Wall wash Light	6.00	175.00	1,050.00
			Sub Total	21,565.04
			Total	\$21,565.04

Notes

Looking forward for your business.

We will be lighting up trees in the pool in front of the clubhouse, trees in the parking lot, and the monument sign

Terms & Conditions

1. ("Property").

Landscape agrees to furnish the labor, materials, and supplies necessary to perform the Services in accordance with the terms and conditions contained in this Contract. Upon completion of the Services, Landscape will remove all materials, supplies, and other debris.

2. Changes in the Services. Customer may request reasonable changes to the Services described in Section 1. Any changes to the Services must be in writing and signed by both Landscape and Customer. Customer agrees that any changes to the Services may result in additional charges and modify the Schedule described in Section

3. Term and Schedule.

a. For one-time, project-based services, Landscape will complete the Services in accordance with the following schedule. Customer agrees that all dates are subject to change if Customer requests any changes or additions to the Services. Completion date is further subject to weather conditions. If payment is not received within thirty (30) days, Landscape may charge a five percent (5%) late fee.

4. Representations

Landscape Representations. Landscape will perform the Services in a workmanlike manner, in compliance with all applicable laws, regulations, codes, restrictive covenants, and homeowners' association requirements.

Customer Representations. Customer is the legal owner of the Property, or otherwise has authority to permit construction upon the Property. The requested Services are in accordance with all applicable laws, regulations, codes, restrictive covenants, and homeowners' association requirements. Customer has the financial ability to pay Landscape for the Services.

5. Obligations.

Landscape Obligations. Landscape will comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons and property.

Customer Obligations. Customer will provide Landscape, its employees, agents, and subcontractors reasonable access to the Property for the purpose of performing the Services. Customer agrees to keep the Property clear of all known and potential hazards. Customer further agrees to keep all pets out of the work area of the Property.

6. Subcontractors. Landscape may engage subcontractors to perform work at its discretion, provided that Landscape shall fully pay any subcontractors and in all instances remain responsible for the proper completion of this Contract.

7. Liability Waiver. If Landscape, any of its employees, landscapers, agents, or the like are injured in the course of performing the Services, Customer is exempt from liability for those injuries to the fullest extent allowed by law.

8. Termination. Customer can terminate the Contract by giving written notice: (a) if Landscape commits any material breach of this Contract and fails to correct the breach within 10 days of notice of the breach; or (b) if there is any repeated failure by Landscape to provide the Services of an acceptable standard and to the reasonable satisfaction of Customer. Landscape can terminate the Contract by giving written notice: (a) if Customer fails to make the payments required and set forth in Section 4 within 5 days of notice of failure to make a payment; or (b) if Customer commits any other material, non-financial breach and fails to correct the breach within 10 days of notice of the breach.

9. Entire Agreement. This document reflects the entire agreement between the Parties and reflects a complete understanding of the Parties with respect to the subject matter. This Contract supersedes all prior written and oral representations. The Contract may not be amended, altered or supplemented except in writing signed by both Landscape and Customer.

10. Dispute Resolution and Legal Fees. In the event of a dispute arising out of this Contract that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

11. Legal and Binding Contract. This Contract is legal and binding between the Parties as stated above. This Contract may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Contract.

12. Severability. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. Waiver. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

14. Applicable Law. This Contract shall be governed and construed in accordance with the laws of the state where the Property is located, without giving effect to any conflicts of laws provisions.

15. Warranty.

15.1 Terra Craft will warranty all landscape workmanship and plant material for 1 year after completion date.

15.2 Terra Craft will not be held responsible for damages caused by pets, wildlife damage, or acts of god.

15.3 Terra Craft trusts that the customer will maintain irrigating plants through the use of installed irrigation system failure to do so will void all warranties.

15.4 Any changes to the grading or drainage of the landscape by the customer will void all warranties and release any liability to Terra Craft of any property damage .

15.5 Concrete and other flat work will crack during the curing processes Terra Craft will Warranty areas that develop a crack greater than 3/8ths inch in a method deemed reasonable by Terra Craft.

15.6 Retaining walls must not be altered by anyone other than Terra Craft any alteration in grade height drainage around a wall will void the warranty.

15.7 Terra Craft has 90 days to resolve any warranty issues. If there is an active safety issue, we will resolve the warranty request within 7 days.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND THAT CUSTOMER IS SATISFIED WITH THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. CUSTOMER SHOULD NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES. CUSTOMER IS ENTITLED TO A COPY OF THIS CONTRACT.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

SWIMMING POOL MANAGEMENT AGREEMENT

THIS POOL MANAGEMENT AGREEMENT (the "Agreement") is made by and between Front Range Recreation ("FRR"), a Colorado corporation, and the Murphy Creek Metropolitan District (the "District"), a nonprofit corporation of the State of Colorado, hereinafter referred to collectively as the "Parties":

RECITALS

WHEREAS, the District is a nonprofit corporation comprised of individual owners who own Units at the Common Interest Community administered and managed by the District, as defined in C.R.S. Section 38-33.3-101 et seq., and is empowered to provide, operate, manage and fund recreation programs; and

WHEREAS, FRR is engaged in the business of managing swimming pool operations, including season start-up and close-down of facilities and equipment, provision of lifeguard services, minor maintenance services, and coordination of instructional swim programs; and

WHEREAS, the District has constructed certain recreational facilities, including swimming pools and children's wading pools located at 23801 E. Florida Ave., in Aurora, Colorado; and wishes to operate these recreational facilities economically and to provide a high level of safety, security and quality of service for users of its recreational facilities; and

WHEREAS, the District's swimming facilities governed by this Agreement shall include the swimming pool(s) located on the premises, any wader pool, spray park, hot tub or spa, and the surrounding deck areas collectively referred to as the "Pool"; and

WHEREAS, the Parties deem it in their best interests to enter into this Agreement to set forth the terms and conditions regarding the management and operation of the District's swimming pool facilities;

NOW THEREFORE, in consideration of the mutual undertakings herein contained and other good and valuable consideration the parties covenant and agree as follows:

ARTICLE I RESPONSIBILITIES OF PARTIES

1.01 FRR agrees to oversee and manage the day-to-day operations of the Pool, and to advise the District on matters relating thereto. Such oversight and management to include, but not necessarily be limited to, the following:

1.01.1 Prepare Pool and related facilities for the season, including, but not limited to, removing Pool cover, cleaning the Pool, cleaning surrounding facilities as agreed to by the Parties, draining and filling Pool, verification of proper operation of all equipment and placing same in proper operating condition; complete visual check of all plumbing; test and inspect filtration system; drain and fill pool; circulate water through filtration system; backwash and vacuum pool; mount diving board, guard chairs and ladders; and clean equipment and furniture in accordance with local health and safety standards. Additional charges will apply should the facility need to be ready before the season commencement.

1.01.2 Advise the District of any circumstances or conditions which require attention and direction by the District, and otherwise advise the District of all matters relating to the Pool to maximize convenience, safety, and service levels for users of the facilities, while minimizing associated costs of operation.

1.01.3 Provide supervision as agreed to by the District and FRR, during all hours of operation.

1.01.4 Assist the District with determining specifications for necessary equipment and supplies and assist with ordering equipment and supplies prior to the opening of the Pool, during its operation, and for closing.

1.01.5 Maintain chemical balance of Pool water, operate pumps and facilities and advise the District of

necessary maintenance or repairs. FRR will make available all chemicals necessary for the Pool, and other supplies including those necessary for the cleanliness and use of the restroom facilities, first aid and office supplies at market rates to the District on a reimbursement basis to FRR. The Pool, through the District, is to provide chemical storage facilities in accordance with local health authority guidelines. Prices of chemicals and other supplies may change without notice.

1.01.6 Provide necessary maintenance and cleaning of pool, deck, locker rooms and showers, office, pool furniture and equipment, storage facility and other areas of the Pool such that the Pool and related facilities are maintained in a clean, uncluttered condition at all times, except that the District shall be responsible for irrigating and mowing all grass areas. FRR shall not be liable or responsible for incidents occurring outside of the designated Pool area, including outside landscaping grounds, club house areas not maintained by FRR, parks, and/or parking lots. FRR will be responsible for maintaining the condition of the pool in conformity with the standards, rules and regulations set by the local health authority. FRR shall maintain accurate chemical test and usage records and maintain appropriate first aid kit(s) in compliance with local health and safety standards. FRR Shall not be held liable for the condition of the Pool and equipment prior to signing of this Agreement. FRR will not be responsible for adverse property conditions at the Pool or surrounding area caused by actions of the District, acts of God, or others, including incidents involving cement heave, landscaping, or irrigation or deck drains, not under the control or supervision of FRR.

1.01.6.1 Per 2023 model health code, the use of integral vacuum systems, meaning a vacuum system that uses the main circulating pump or a dedicated vacuum pump connect to the POOL with PVC piping and terminating at the pool with a flush-mounted vacuum port are prohibited. FRR will not engage of the practice of vacuuming through the skimmer system, thus a deckside vacuum is required for maintenance of the swimming pool.

1.01.6.2 In Colorado, automated and mechanical disinfection equipment is mandatory for all public and semi-public swimming pools. The Colorado Department of Public Health and Environment (CDPHE) regulates these facilities through 5 CCR 1003-5, which requires specific chemical levels to be maintained at all times to protect public health. FRR will not operate swimming pools without a automated chemical feed system.

1.01.7 Enforce rules and regulations as established by the District. The District is responsible for developing all pool rules and regulations and providing them to FRR for implementation.

1.01.8 At the closing of the Pool for the season at the agreed upon date between the Parties, FRR shall terminate Pool operations, clean all associated facilities, and close the Pools for the season, including normal winterizing procedures such as complete visual check of all plumbing; winterize pump and motor; blow out pool lines; set all valves at appropriate settings; drain chemical feeders; drain filtration equipment; remove, clean and store skimmer baskets, vacuum equipment, diving board, guard chairs, and other removable equipment; and inspect pool and equipment and list repairs required for next season. The District acknowledges that there are inherent risks in operating and maintaining the Pool. The District agrees, to the extent allowed by law, to indemnify and hold harmless FRR against claims of damages which may occur from the Pool operations, management, or maintenance, except for gross negligence on the part of FRR.

1.01.9 Provide, at conclusion of season and facility winterizing procedures, a closing report and inventory report. Monthly report during the operational season will be provided upon request.

1.02 The District agrees to purchase, through FRR, for all materials, supplies and equipment necessary for the operation and use of the Pool and surrounding facilities at market rates to the District on a reimbursement basis to FRR. The District further agrees to provide oversight and direction for the operation of the Pool through the District Manager, including coordination of acquisition of supplies and equipment as requested or recommended by FRR; determination of hours of operation and operating procedures and regulations, with FRR's assistance; and coordination of communications with the Pool residents and other authorized users.

1.02.1 In the event a condition arises which halts or interferes with proper operation of the pool, FRR agrees to notify the District manager immediately. FRR shall be available to explain the condition, its probable cause, and the options available for correction or repairs, and the costs involved. Upon authorization from the District, repairs will be made as soon as possible. Labor and/or materials used to make repairs shall be charged to the District and are not considered to be included in the contract price as set forth herein. The rate for labor shall not exceed \$95.00 per hour. Each service call for

repair is charged a \$45.00 trip charge. No repairs in excess of \$1,000.00, other than emergency repairs, will be done without prior authorization from the District. FRR reserves the right to adjust the labor rate and/or delivery fees, institute force majeure or fuel surcharges due to events or effects that are not known and cannot be reasonably anticipated or controlled upon the signing of this agreement.

1.02.2 The District shall be responsible for preparation and maintenance of the bathroom facilities plumbing, and the winterizing of the bathroom plumbing at the close of the pool season. Additional fees will apply if this service is requested to be completed by FRR during the pool winterization process.

1.02.3 The District shall furnish and pay for water, electricity, gas, and telephone service. The District shall have services available no later than April 1st of each calendar year. The District shall provide two (2) full set of keys for access to pool area and equipment at the signing of this Agreement.

ARTICLE II
STAFFING

2.01 FRR shall provide general management direction and operating policy coordination and direction. Those responsibilities shall include but not necessarily be limited to:

2.01.1 Assistance with determination of equipment and supplies necessary for operations, and with identification of qualified vendors.

2.01.2 Recruiting and hiring operating personnel, subject to the approval of the District upon request.

2.01.3 Supervision of lifeguards and other operating personnel to include periodic inspection of the Pool, and coordination meetings with pool manager and other operating personnel and the District.

2.01.4 Recommending to the District adjustments in operations in order to provide appropriate services to the Pool users in the most cost-effective manner.

2.02 The Pool staff shall include a pool manager and lifeguards, and such staff shall be assigned during the hours indicated in section 2.03. All lifeguards on staff shall be trained in Lifeguarding which includes CPR, AED and first aid training prior to the pool opening.

2.03 On-site staff will consist of:

<u>2026 Dates</u>	<u>Days</u>	<u># of Lifeguards</u>	<u>Hours</u>
5/23 – 8/11	Mon-Fri	2	10:00 A.M. - 1:00 P.M.
		3	12:30 P.M. - 5:30 P.M.
		2	6:00 P.M. - 8:00 P.M.
	Sat-Sun	2	10:00 A.M. - 12:00 P.M.
		3	12:00 P.M. - 6:00 P.M.
		2	6:00 P.M. - 8:00 P.M.
8/12 – 9/4	Mon-Thur		Maintenance Only
	Fri	2	4:00 P.M. - 7:00 P.M.
	Sat & Sun	2	12:00 P.M. - 7:00 P.M.
9/5 - 9/7	Sat, Sun, Mon	2	12:00 P.M. - 1:00 P.M.
		3	1:00 P.M. - 6:00 P.M.
		2	6:00 P.M. - 7:00 P.M.

*Note: 8/12 date modified to coincide with APS calendar. Additional charges may apply.

2.04 It is FRR's policy to maintain a minimum of one (1) lifeguard stationed at the Pool for every twenty-five (25) people in the guarded water, not to exceed one (1) lifeguard to thirty-five (35) people. In the event the pool capacity reaches or exceeds the 1:35 lifeguard to swimmers in the water, FRR shall have the discretion to clear the pool water to ensure the health and safety of the facility. FRR may clear the Pool for a minimum of thirty (30) minutes, or until such time that it is safe

to reopen the Pool. Additional staff brought in to open the pool back up is approved and FRR will bill the District per section 3.02.

2.05 FRR is not responsible for access/resident check-in management. Additional staffing would be needed for this task in addition to coverage in section 2.03. Contact FRR at least eight (8) weeks prior to commencement of the season for availability and pricing.

2.06 During the periods of time Aurora Public Schools is in session, in section 2.03, no lifeguard will be on duty before 4:00PM on weekdays (Monday – Friday). FRR will post signage for patron notification during these times that read NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK which will be placed at the sign in station for your pool and near the lifeguard stand which will be visible from the pool. FRR will ensure that the facility is open to patrons at the regular pool open hours and access to the facility will be monitored by your pool’s access system. If there is not an operational access system in place, the pool will remain closed until the hours indicated in section 2.03.

2.07 The District shall have the right to request replacement of any employee whose conduct, character, or performance is unsatisfactory to the District. FRR will make every effort to make such replacement within ten (10) days of written notification by the District if cause is found to exist for such employee’s termination.

ARTICLE III
COMPENSATION

3.01 The District shall compensate FRR for Pool management services in payments according to the following schedule. The schedule includes all costs to the District, except the costs of materials, supplies and equipment purchased by FRR pursuant to Section 1.02 of this Agreement. FRR shall bill the District no later than the first day of the month for that month’s regular payments and reimbursable costs incurred to date. Payments will be made no later than the fifteenth of each month. The last payment shall not be made until final pool shutdown is completed.

<u>Payment Number</u>	<u>2026 Date</u>	<u>Percentage</u>	<u>Amount</u>
1	April 2026	5%	\$4,525.00
2	May 2026	20%	\$18,100.00
3	June 2026	20%	\$18,100.00
4	July 2026	20%	\$18,100.00
5	August 2026	20%	\$18,100.00
6	September 2026	10%	\$9,050.00
7	October 2026	5%	<u>\$4,525.00</u>
Total			\$90,500.00

3.02 The adopted payment schedule includes compensation for lifeguards daily. Any additional lifeguard services shall be subject to approval by the District, the requirements set forth in Section IV of this Agreement, and adjustments to the above schedule shall be made at the rate of \$35.00 per lifeguard hour.

3.03 The above schedule of compensation also includes opening Pool and facilities, cleaning Pool, daily maintenance, all salaries, employee taxes, and workman’s compensation insurance, general liability insurance, and closing of Pool and facilities.

ARTICLE IV
DAYS AND HOURS OF OPERATION OF SWIMMING POOL

4.01 FRR will have the Pool water circulating for use at least seven (7) days prior to opening.

4.02 FRR agrees to operate the Pools in accordance with the schedule set forth in Section III of this Agreement. Regularly scheduled hours of operation may be adjusted periodically by the District, with FRR’s assistance to meet the requirements of the Pool users. Should it become necessary where this Agreement provides insufficient lifeguard coverage

ratios to meet the demands for the pool usage, FRR reserves the right to bring additional lifeguards on duty to meet the guarding requirements set forth in Section 2.05 of this Agreement. The District shall be billed and shall pay for the additional staffing hours, and in no instance shall additional staffing exceed twenty (20) hours per week at the established rate, without prior notice to the District.

4.03 The Pool season may be extended for up to 1 week beyond the dates listed in section 2.03. Contact FRR at least six (6) weeks prior for availability and pricing.

4.04 FRR reserves the right to close the pool during inclement weather at the discretion of the lifeguards on duty. Conditions warranting closure include lightning, thunder (even if no lightning has been seen), extreme wind, rain, threatening clouds, tornado warnings and/or the temperature drops below 65 degrees. In the case of lightning within an 8-mile radius, the pool will close for 20 minutes from the of the last lightning strike. Every subsequent lightning strike within the 8-mile radius will restart the 20-minute clock. The pool will reopen when the lifeguards on duty deem it safe to return to the water. On days when weather does not meet the minimum air temperature, FRR will keep the pool closed. If the weather is still unsuitable for swimming at 6:00 p.m. or if is determined the weather forecast for the day will prevent the opening of the pool, the pool will be closed for the day. Lightning is monitored through a mutually agreed upon weather application.

4.05 FRR will utilize the Centers for Disease Control's (CDC) Fecal Accident Response guide for the handling of fecal accidents. These accidents are dealt with on a case-by-case basis and can result in the operation of the District's facility being suspended for a period of two to twenty-four hours depending on the nature of the accident.

4.06 In the event the pool is closed during the season without the fault, negligence or control of FRR, this agreement shall remain in force and effect provided, however, that if the pool is closed because of equipment breakdown and/or necessity of repairs, and/or by order of public authority, and such closing shall continue for a period of seven (7) days or longer, the District shall pay FRR fifty percent (50%) of the remaining contract provided for herein until the pool is restored to operation and use. Should the pool not reopen during the duration of this agreement, the District agrees to pay FRR thirty percent (30%) of the balance remaining of this agreement.

ARTICLE V INSURANCE

5.01 Insurance. The Parties shall maintain insurance as follows:

5.01.1 FRR. FRR shall maintain commercial liability insurance, including insurance covering the professional liability of its manager and lifeguards, with companies rated "A" or better by Best Insurance Guide, to protect against any liability arising out of the performance of its obligations under this Agreement. Such insurance shall be in amounts at least equal to the limits of liability of \$1,000,000 each occurrence, \$2,000,000 aggregate, and the District shall be named as an additional named insured on all such policies. FRR shall also maintain such workmen's compensation insurance as is required by Colorado law, covering its employees and agents. Five days prior to the opening date of the Pool, FRR shall deliver to the District certificates of insurance evidencing compliance with this Section 5.01.1.

5.01.2 The District. The District shall maintain commercial liability insurance with companies rated "A" or better by Best Insurance Guide to protect against liability for existence hazards of the facilities and premises. FRR shall be named as an additional insured on all such policies. Five days prior to the opening date of the Pool, the District, shall deliver to FRR certificate (s) of insurance evidencing compliance with this Section 5.01.2.

5.02 Relationship. The parties agree that FRR is an independent contractor, with full authority and control within the constraints of this Agreement to manage and operate the Pool, and that neither FRR nor any employee or agent of FRR is an employee of the District.

ARTICLE VI MISCELLANEOUS PROVISIONS

6.01 Term of Agreement. This Agreement shall remain in force from the last date this Agreement is signed

until October 30, 2026.

6.02 Contract Price Adjustments. If the Colorado minimum wage increases more than five percent (5%) from the current rate upon the signing of this agreement at any time before the terms of the agreement expires, the contract amount will be increased one percent for each percent of the minimum wage increase over five percent. FRR reserves the right ninety (90) days prior to the start of seasons to increase its applicable fees by up to 15% to reflect the changes in rates paid to its employees and other cost increases not known upon the signing of this agreement.

6.03 Amendments. This Agreement may be amended from time to time by mutual, written agreement of the Parties.

6.04 Severability. Invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Agreement.

6.05 Waiver. No waiver by either of the Parties of any covenant, term, condition, or agreement contained herein shall be deemed or construed as a waiver of any other covenant, term, condition, or agreement, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

6.06 Binding Effect. The covenants, obligations, terms, conditions, and provisions contained herein, and all amendments hereto shall inure to the benefit of and be binding upon the heirs, personal representatives and successors of the Parties.

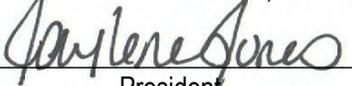
6.07 Assignment. Neither this Agreement, nor any of the rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either of the Parties. Any such attempt of assignment shall be deemed void and of no force and effect.

6.08 Enforcement of Agreement and Arbitration. The Parties agree and acknowledge that any dispute arising out of, or relating to this Agreement, or the interpretation or breach hereof, shall be settled by binding arbitration in accordance with the laws of the State of Colorado.

6.09 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Colorado.

THIS AGREEMENT HEREBY CONSENTED TO AND SIGNED:

FRONT RANGE RECREATION, INC.

By: 
President

Dated this: 9/30/25

MURPHY CREEK METROPOLITAN DISTRICT

By: _____
President

Dated this: _____

Murphy Creek Metropolitan District No. 3							
2025 Operating Budget Draft							
Monthly Assessments							
Lot Count							
	2026 Budget	2025 Actual (thru 9/30)	2025 Budget	2024 Actual	2023 Actual	2022 Actual	2021 Actual
INCOME							
Assessments							
Assessments	1,257,120.00	900,720.00	\$1,213,920.00	\$1,025,280.00	\$1,006,560.00	\$982,800.00	\$982,800.00
Developer Assessments	42,761.64	32,071.23	\$16,041.60	\$38,309.00	\$42,762.00	\$89,696.88	\$85,736.88
TOTAL Assessments	1,299,881.64	932,791.23	\$1,229,961.60	\$1,063,589.00	\$1,049,322.00	\$1,072,496.88	\$1,068,536.88
Other Income							
Clubhouse Rental	5,200.00	4,100.00	\$4,800.00	\$4,800.00	\$4,800.00	\$2,940.00	\$0.00
Keys & Amentities Cards	1,500.00	1,754.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,420.00	\$4,325.00
Interest Income	3,600.00	2,691.15	\$240.00	\$24.00	\$450.00	\$304.65	\$117.33
Late Fee	24,000.00	18,776.60	\$4,800.00	\$20,000.00	\$0.00	\$25,404.36	\$21,254.23
AR Fee Income	960.00	3,898.00	\$960.00	\$1,800.00	\$0.00	\$8,280.00	\$15,635.50
NSF Fees	720.00	500.00	\$300.00	\$470.00	\$0.00	-\$200.00	\$280.00
Misc Income	0.00	52,264.06	\$923,886.52	\$877,432.00	\$0.00	\$0.00	\$9,391.23
Prior Years Delinquent Assessments	-10,000.00	-10,000.00			\$0.00	\$0.00	\$0.00
Legal Expense Reimbursement	10,000.00	13,691.64					
Directory Fees		0.00	\$0.00	\$0.00	\$0.00	\$6,748.00	\$5,874.00
TOTAL Other Income	35,980.00	87,675.45	\$936,986.52	\$906,526.00	\$7,250.00	\$45,897.01	\$56,877.29
TOTAL INCOME	1,335,861.64	1,020,466.68	\$2,166,948.12	\$1,970,115.00	\$1,056,572.00	\$1,118,393.89	\$1,125,414.17
EXPENSES							
Administrative Expenses							
Accounting - Audit	9,500.00	5,500.00	\$7,500.00	\$5,500.00	\$0.00		
Bank Charges	1,200.00		\$2,400.00	\$720.00	\$4,000.00		
Bank Charges - Return Pymt	720.00	515.00	\$300.00	\$36.00	\$0.00		
Communications Committee	15,000.00	1,908.51	\$18,000.00		\$0.00		
Copies	15,000.00	2,922.04	\$18,833.00	\$11,000.00	\$10,000.00		
District Mapping	0.00	10,500.00	\$35,000.00	\$0.00	\$0.00		
Dues/Licenses/Permits	2,400.00	1,785.00	\$2,000.00	\$1,700.00	\$1,222.00		
Election Services	0.00	2,886.26	\$11,000.00	\$10,000.00	\$0.00		
Admin-AR Fees	960.00	856.00	\$960.00	\$0.00	\$0.00		
Legal Expense	10,000.00	17,787.34	\$7,500.00	\$5,000.00	\$14,800.00		
Legal Expense - Corporate	75,000.00	69,003.10	\$48,000.00	\$25,000.00	\$125,000.00		
Management Fees	92,700.00	85,740.00	\$90,000.00	\$74,000.00	\$72,000.00		
Postage/Delivery	7,500.00	648.00	\$5,100.00	\$2,000.00	\$3,600.00		
Printing-Coupons/Stmts	8,000.00	6,990.00	\$9,100.00	\$8,000.00	\$0.00		
Social Events	4,000.00	196.67	\$6,000.00		\$0.00		
Website Hosting	400.00	311.76					
TOTAL Administrative Expenses	242,380.00	207,549.68	\$260,493.00	\$142,956.00	\$230,622.00	\$168,372.25	\$184,197.30

Utility Expenses							
Communications/Inet	6,500.00	4,466.76	\$7,200.00	\$6,500.00	\$4,300.00		
Electric	23,000.00	16,096.53	\$24,000.00	\$21,000.00	\$20,000.00		
Phone Service	3,000.00	2,258.01	\$3,000.00	\$2,800.00	\$3,000.00		
Water	175,500.00	129,580.03	\$175,500.00	\$151,000.00	\$160,000.00		
TOTAL Utility Expenses	208,000.00	152,401.33	\$209,700.00	\$181,300.00	\$187,300.00	\$172,495.15	\$167,568.52
Property Expenses							
Access Ctrl/Maint	3,300.00	2,448.10	\$1,200.00	\$1,200.00	\$0.00		
Club/Fitness Repair/Maint	12,000.00	2,640.00	\$24,000.00	\$17,500.00	\$35,000.00		
Concrete Repair/Maint	10,000.00	0.00	\$20,000.00	\$5,000.00	\$12,000.00		
Electrican Repair/Maint	6,000.00	2,678.63					
Fence Repair/Maint	25,000.00	0.00	\$25,000.00	\$10,000.00	\$3,500.00		
Irrigation Repair/Maint	75,000.00	48,026.70	\$60,000.00	\$150,000.00	\$25,000.00		
Janitorial-Porter	11,000.00	7,300.97	\$12,000.00	\$10,800.00	\$9,700.00		
Janitorial-Supplies	1,000.00	592.11	\$900.00	\$900.00	\$0.00		
Keys/Locks	1,750.00	1,277.00	\$4,000.00		\$0.00		
Landscape-Enhancements	80,000.00	181,214.29	\$140,000.00	\$40,000.00	\$5,000.00		
Landscape-Maint	159,223.00	119,417.22	\$180,000.00	\$127,415.00	\$119,880.00		
Landscape-Mulch	15,000.00	0.00	\$20,000.00	\$13,000.00	\$40,000.00		
Landscape - Retention Pond	10,000.00	0.00	\$14,000.00	\$10,000.00	\$0.00		
Landscape-Tree Maint	60,000.00	27,265.00	\$80,000.00	\$24,000.00	\$58,000.00		
Pet Stations	0.00	0.00	\$2,400.00	\$1,750.00	\$2,300.00		
Playscape Maint/Repair	80,000.00	0.00	\$250,000.00	\$2,700.00	\$500.00		
Pool Mgmt-Lfgds/Monitor	90,500.00	39,197.00	\$90,000.00	\$85,000.00	\$53,500.00		
Pool/Spa-Maint/Supplies	25,000.00	26,964.98	\$10,000.00	\$38,000.00	\$15,000.00		
Pool/Spa-Maint-Chemicals	3,500.00	2,508.12	\$15,000.00	\$15,000.00	\$7,522.00		
Pool Furniture	0.00	50,737.62	\$100,000.00	\$0.00	\$0.00		
Premise Safety	8,000.00	0.00	\$8,000.00		\$0.00		
Security/Monitoring-Patrol	80,000.00	47,392.00	\$90,000.00	\$180,000.00	\$89,160.00		
Community Security Cameras	50,000.00	47,663.98	\$49,000.00	\$60,000.00	\$3,000.00		
Snow Removal	42,000.00	25,365.00	\$42,000.00	\$24,000.00	\$35,000.00		
Tennis Courts	2,000.00	2,883.57	\$6,000.00	\$20,000.00	\$0.00		
TOTAL Property Expenses	850,273.00		\$2,093,773.00	\$815,065.00	\$514,062.00	\$421,736.51	\$463,826.09
Tax/Ins/Interest Exp							
Ins-F&EC or Package	48,100.00	0.00	\$53,900.00	\$31,097.00	\$31,097.00		
TOTAL Tax/Ins/Interest Exp	48,100.00		\$102,000.00	\$31,097.00	\$31,097.00	\$450.00	\$49,641.00
TOTAL EXPENSES	1,348,753.00		\$2,665,966.00	\$1,170,418.00	\$963,081.00	\$763,053.91	\$865,232.91
Excess Revenue / Expense	-12,891.36		\$386,463.76	\$997,404.00	\$93,491.00	\$355,339.98	\$260,181.26

2026 Murphy Creek Metro Dist 3 Debt Service Budget

	2022	2023	2024	2025	2026
Beginning Balance	\$338,222.00	\$927.00	\$948.07	\$54,693.07	\$59,700.25
Revenues					
Property Taxes	\$2,073,596.00	\$2,064,502.00	\$1,699,934.00	\$1,747,098.00	\$1,810,891.51
Specific Ownership Taxes	\$120,426.00	\$144,515.00	\$118,982.00	\$122,286.00	\$108,653.49
Interest Income	\$18,280.00	\$5,000.00	\$2,500.00	\$2,500.00	\$2,500.00
Developer Assessment fees	\$182,388.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenues	\$2,394,690.00	\$2,214,017.00	\$1,821,416.00	\$1,871,884.00	\$1,922,045.00
Total Funds Available	\$2,732,912.00	\$2,214,944.00	\$1,822,364.07	\$1,926,577.07	\$1,981,745.25
Expenditures					
Bond/Loan Principal	\$2,699,382.00	\$2,176,362.50	\$255,000.00	\$190,000.00	\$235,000.00
Bond/Loan Interest			\$1,487,171.00	\$1,649,287.50	\$1,639,312.25
Trustee fees	\$1,500.00	\$3,000.00			
Treasurers fees	\$31,103.00	\$30,968.00	\$25,500.00	\$27,589.32	\$28,830.67
Total Expenditures	\$2,731,985.00	\$2,210,330.50	\$1,767,671.00	\$1,866,876.82	\$1,903,142.92
Ending Fund Balance	\$927.00	\$4,613.50	\$54,693.07	\$59,700.25	\$78,602.32
Assessed Valuation	\$38,240,889.00	\$38,001,393.00	\$49,647,605.00	\$51,025,056.00	\$58,199,952.00
Mill Levy	54.327	54.327	34.24	34.24	31.115