

POWHATON COMMUNITY AUTHORITY

via teleconference
August 1, 2023 at 4:45 P.M.
<https://powhatonroadmetrodistrict.com>

This meeting can be joined through the directions below:

<https://us02web.zoom.us/j/7636703470>

Meeting ID: 763 670 3470

Participant Code: press #

Or

Dial-In Number: 1 720 707 2699

Meeting ID: 763 670 3470

Participant Code: press #

Powhatan Community Authority

Jennifer R. Merrick (District No. 2 Member)	Term to May 2025
Roger Hollard (District No. 3 Member)	Term to May 2027
James Spehalski (District No. 4 Member)	Term to May 2025
CJ Kirst (District No. 7 Member)	Term to May 2027
VACANT (District No. 1 Member)	
VACANT (District No. 5 Member)	
VACANT (District No. 6 Member)	
VACANT (District No. 8 Member)	
VACANT (District No. 9 Member)	
VACANT (District No. 10 Member)	
VACANT (District No. 11 Member)	

NOTICE OF SPECIAL MEETING & AGENDA

1. Call to Order/Declaration of Quorum
2. Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Public Comment – Members of the public may express their views to the Boards on matters that affect the Districts that are not otherwise on the agenda. Comments will be limited to three (3) minutes per person.
5. Consent Agenda
 - a. Approval of Regular Meeting Minutes from April 4, 2023 and May 10, 2023 meetings (enclosures).
6. Legal Matters
 - a. Approval of First Amendment to Annual Administrative Resolution (enclosure).

- b. Approval of Amended and Restated Joint Resolution of the Board of Directors of the Powhatan Community Authority and Powhatan Road Metropolitan District No. 2 Concerning the Imposition of an Operations Fee (enclosure).
- c. Approval of Amended and Restated Joint Resolution of the Board of Directors of the Powhatan Community Authority and Powhatan Road Metropolitan District No. 3 Concerning the Imposition of an Operations Fee (enclosure).
- d. Approval of Second Amendment to Funding and Reimbursement Agreement with Melcor/TC Aurora, LLC (enclosure).

7. Management Matters

- a. Review Manager's Report (enclosure).
- b. Review and consider approval of proposal for installation of mulch at the park from BrightView Landscaping, Inc., ("BrightView"), in the amount of \$5,314.64 (enclosure).
- c. Review and consider approval of proposal for installation of mulch at Ellsworth entry from BrightView, in the amount of \$5,058.85 (enclosure).
- d. Review and consider approval of proposal for removal of 15 dead trees from BrightView, in the amount of \$1,553.73 (enclosure).
- e. Review and consider approval of proposal for evergreen stake removal from BrightView, in the amount of \$1,274.80 (enclosure).
- f. Discussion of authority of funding of additional fencing at the park (enclosure).
- g. Discuss herbicide alternatives for weed control (enclosure).

8. Financial Matters

- a. Review and consider approval of accounts payable (to be distributed).
- b. Consider approval of Unaudited Financial Statements (to be distributed).
- c. Review Operation Fee Report (to be distributed).
- d. Other Financial Matters.

9. Other Business

- a. Discuss request from Harmony Master Homeowners Association ("HOA") concerning the installation of message boards on District property (enclosures).
- b. Discuss request from the HOA concerning the installation of license plate readers at each entrance to the community (enclosures).

c. The next regularly scheduled meeting is October 3, 2023 at 4:45 p.m.

10. Adjourn

**MINUTES OF THE JOINT REGULAR MEETING OF THE BOARDS OF
DIRECTORS OF POWHATON ROAD METROPOLITAN DISTRICT NOS. 1-4
& 7 & POWHATON COMMUNITY AUTHORITY**

Held: Tuesday, April 4, 2023, at 4:30 p.m.

The meeting was held 405 Urban St., #310 Lakewood, CO 80228 and via teleconference.

Attendance

The joint Regular meeting of the Boards of Directors of Powhaton Road Metropolitan District No. 1 (“District No. 1”), Powhaton Road Metropolitan District No. 2 (“District No. 2”), Powhaton Road Metropolitan District No. 3 (“District No. 3”), Powhaton Road Metropolitan District No. 4 (“District No. 4”), Powhaton Road Metropolitan District No. 7 (“District No. 7”), and Powhaton Community Authority (the “Authority”) was called and held as shown above and in accordance with the applicable laws of the State of Colorado. The following directors, having confirmed their qualification to serve on the Boards, were in attendance:

District Nos. 1 & 3:

James Spehalski

Roger Hollard

CJ Kirst

District No. 2:

Robert Gregory Coates

Roger Hollard

CJ Kirst

Jennifer R. Merrick

District Nos. 4 & 7:

James Spehalski

Roger Hollard

CJ Kirst

Authority:

CJ Kirst

Roger Hollard

James Spehalski

Jennifer R. Merrick

Director Whitney Graham of District No. 2 was absent. All absences are deemed excused unless otherwise noted in these minutes.

Also present were:

Megan Murphy, Esq., White Bear Ankele Tanaka & Waldron,
Attorneys at Law; AJ Beckman and Sarah Warner, Public

Alliance, LLC; Diane Wheeler; Simmons & Wheeler, PC and Fiona Wood, a member of the public

Call to Order

It was noted that a quorum of the Boards were present, and the meeting was called to order at 4:32 p.m.

Combined Meeting

The Boards of Directors of the Authority, District No. 1, District No. 2, District No. 3, District No. 4, and District No. 7 have determined to hold joint meetings of the Authority, District No. 1, District No. 2, District No. 3, District No. 4, and District No. 7 and to prepare joint minutes of action taken by the Authority, District No. 1, District No. 2, District No. 3, District No. 4, and District No. 7 in such meetings. Unless otherwise noted herein, all official action reflected in these minutes is the action of the Authority, District No. 1, District No. 2, District No. 3, District No. 4, or District No. 7. Where necessary, action taken by the Authority, or an individual District will be so reflected in these minutes.

Conflict of Interest Disclosures

Ms. Murphy advised the Boards that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Murphy reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Boards at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Boards. Ms. Murphy inquired into whether members of the Boards had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Boards to act.

Agenda

The Boards reviewed the proposed agenda. Following discussion, upon a motion duly made and seconded, the Boards unanimously approved the agenda as presented.

Public Comment

Ms. Wood noted that she is interested in landscaping matters, particularly herbicides used by the landscaping contractor. She would like to learn more about this going forward. Ms. Wood will be elected as a Director for District No. 2 after the May 2, 2023 election.

Consent Agenda

The following items on the consent agenda were considered routine or administrative. Following a summary by Mr. Beckman, upon motion duly made Director Kirst, seconded by Director Hollard, and upon vote, unanimously carried, the Boards took the following actions:

- Approved the November 1, 2022 Regular Meeting Minutes;
- Ratified Addendum No. 7 with Brightview Landscaping for Tree Wrapping;
- Ratified Addendum No. 8 with Brightview Landscaping for Tree Stake Removal;
- Ratified Addendum No. 9 with Brightview Landscaping for Winter Watering.

Legal Matters

Resolution Designating the District No. 2 Representative to the Powhatan Community Authority: Attorney Murphy reviewed the resolution with the Board of District No. 2. Following discussion, upon motion duly made Director Kirst, seconded by Director Hollard, and upon vote, unanimously carried, the Board of District No. 2 adopted the Resolution Designating the District No. 2 Representative to the Powhatan Community Authority.

Resolution Designating the District No. 3 Representative to the Powhatan Community Authority: Attorney Murphy reviewed the resolution with the Board of District No. 3. Following discussion, upon motion duly made Director Kirst, seconded by Director Hollard, and upon vote, unanimously carried, the Board of District No. 3 adopted the Resolution Designating the District No. 3 Representative to the Powhatan Community Authority.

Resolution Designating the District No. 4 Representative to the Powhatan Community Authority: Attorney Murphy reviewed the resolution with the Board of District No. 4. Following discussion, upon motion duly made Director Spehalski, seconded by Director Hollard, and upon vote, unanimously carried, the Board of District No. 4 adopted the Resolution Designating the District No. 4 Representative to the Powhatan Community Authority.

Resolution Designating the District No. 7 Representative to the Powhatan Community Authority: Attorney Murphy reviewed the resolution with the Board of District No. 7. Following discussion, upon motion duly made Director Spehalski, seconded by Director Hollard, and upon vote, unanimously carried, the Board of District No. 7 adopted the Resolution Designating the District No. 7 Representative to the Powhatan Community Authority.

Resolution Designating the Posting Location of Meeting Notices: Attorney Murphy reviewed the resolution with the Board. Following discussion, upon motion duly made Director Hollard, seconded by Director Kirst, and upon vote, unanimously carried, the Boards adopted the Resolution Designating the Posting Location of Meeting Notices.

Collection Services and Approval of Proposal: Attorney Murphy reviewed proposals for collections services with the Board. She explained that all of the firms submitting proposals are highly qualified to perform collections services. It was noted that the firm providing collections services for the Homeowners' Association is Winzenburg, Leff, Purvis & Payne, LLP.

Following discussion, upon motion duly made Director Merrick, seconded by Director Spehalski, and upon vote, unanimously carried, the Board of the Authority approved the engagement of Winzenburg, Leff, Purvis & Payne, LLP for collection services.

Independent Contractor Agreement with CCMC (Executive Session, if necessary - §§24-6-402(4)(b) and (e), C.R.S.): No Executive Session was held.

Attorney Murphy advised the Board that CCMC is currently providing billing services for the community however, CCMC has provided notice that are discontinuing the service effective May 31, 2023.

Following discussion, upon motion duly made Director Hollard, seconded by Director Merrick, and upon vote, unanimously carried, the Board of the Authority acknowledge the termination of services by CCMC and authorized a committee of Mr. Spehalski, Mr. Beckman and Attorney Murphy to solicit proposals for billing services.

Management Matters

Managers Report: Mr. Beckman and Ms. Warner reviewed with the Board.

Purchase of five Hunter ACC2 Irrigation Controllers and Cellular Communications Kits from DBC Irrigation Supply: Mr. Beckman and Ms. Warner reviewed the proposal with the Board of the Authority.

Following discussion, upon motion duly made Director Kirst, seconded by Director Spehalski, and upon vote, unanimously carried, the Board authorized the purchase of five Hunter ACC2 Irrigation Controllers and Cellular Communications Kits from DBC Irrigation Supply.

Installation of five Hunter ACC2 Irrigation Controllers and Cellular Communications Kits from BrightView Landscaping, Inc. ("BrightView"): Mr. Beckman and Ms. Warner reviewed the proposal with the Board of the Authority.

Following discussion, upon motion duly made Director Hollard, seconded by Director Kirst, and upon vote, unanimously carried, the Board authorized the installation of five Hunter ACC2

Irrigation Controllers and Cellular Communications Kits from BrightView.

BrightView Deciduous Tree Replacement Proposal: Ms. Warner discussed with the Board the Stage One Drought Declaration implemented by the City of Aurora which will limit outdoor watering and increase rates for water consumption within monthly allocations, and penalties for watering which exceeds monthly allocations. Ms. Warner advised the Board that BrightView will require supplemental watering in order to honor the warranty included with newly planted trees. Director Hollard suggested that the Board consider delaying new plantings until the fall or until next year. Director Spehalski advised the Board that the Developer will be planting new trees this season.

Following discussion, the Board determined not to take action at this time.

BrightView Evergreen Tree Replacement Proposal: Following discussion, the Board determined not to take action at this time.

BrightView Proposal for Plant Health Care: Ms. Warner reviewed the proposal with the Board of the Authority.

Following discussion, upon motion duly made Director Kirst, seconded by Director Merrick, and upon vote, unanimously carried, the Board approved the proposal for Plant Health Care.

BrightView Proposal for Erosion Control Improvements in Park Area: Ms. Warner discussed the slope stabilization in the playground area near the slide.

Following discussion, upon motion duly made Director Kirst, seconded by Director Merrick, and upon vote, unanimously carried, the Board of the Authority authorized Ms. Warner to research options for erosion control and proceed with the best option, for an amount not to exceed \$5,000.

BrightView Proposal for Simcoe Fence Staining: Discussion ensued regarding rates and lower cost options. Director Coates noted that in his opinion power washing and applying two coats of stain is necessary to ensure a durable finish.

Following discussion, upon motion duly made Director Hollard, seconded by Director Kirst, and upon vote, unanimously carried, the Board of the Authority approved the BrightView proposal for Simcoe fence staining.

Park and Amenity Reservation System: Ms. Innes reviewed with the Boards the proposed reservation process. The Board of the

Authority directed Ms. Innes to proceed with implementation of the process.

Underdrain Acceptance: Mr. Beckman reported to the Board that Public Alliance will review maintenance records and work on scheduling underdrain inspections this spring.

CSP2 Landscaping Improvements and Conveyance to Powhatan Community Authority for Ownership and Maintenance: Mr. Beckman reported to the Board that corrections to the landscaping improvements are expected this spring. The improvements are expected to be conveyed to the district following inspections by the District and confirmation of acceptable condition.

Financial Matters

Financial Statements: Ms. Wheeler reviewed the financial statements with the Boards.

Following discussion and review, upon a motion duly made by Director Graham, seconded by Director Coates and, upon vote unanimously carried, the Board of District 2 approved the unaudited financial statements.

Following discussion and review, upon a motion duly made by Director Hollard, seconded by Director Kirst and, upon vote unanimously carried, the Boards of Districts 1, 3, 4, & 7, and the Authority approved the unaudited financial statements.

Claims: Ms. Wheeler presented the Board of the Authority with claims in the amount of \$84,688.31.

Following discussion, upon a motion duly made and seconded and upon vote unanimously carried, the Authority Board approved the claims.

Other Financial Matters: Ms. Wheeler reported that audit exemptions will be due in June for District Nos. 1, 3, 4, and 7. The Authority and District No. 2 will be subject to an audit.

Other Business

The Boards discussed holding the meetings at different times. It is anticipated that only District No. 2 and the Authority will need to meet on June 6th. Director Spehalski suggested that District No. 2 could meet at 4:30 p.m., and the Authority could meet at 5:15 p.m. Mr. Beckman will circulate the proposed schedule once it is known.

Adjournment

Upon a motion duly made by Director Hollard, seconded by Director Kirst, and upon vote, unanimously carried, the meeting was adjourned.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Secretary for the Meeting

**MINUTES OF THE JOINT REGULAR MEETING OF THE BOARDS OF
DIRECTORS OF POWHATON ROAD METROPOLITAN DISTRICT NOS. 1-2
& POWHATON COMMUNITY AUTHORITY**

Held: Wednesday, May 10, 2023, at 4:30 p.m.

The meeting was held via teleconference.

Attendance

The joint Regular meeting of the Boards of Directors of Powhaton Road Metropolitan District No. 1 (“District No. 1”), Powhaton Road Metropolitan District No. 2 (“District No. 2”), and Powhaton Community Authority (the “Authority”) was called and held as shown above and in accordance with the applicable laws of the State of Colorado. The following directors, having confirmed their qualification to serve on the Boards, were in attendance:

District No. 1:
James Spehalski
Roger Hollard
CJ Kirst

District No. 2:
Robert Gregory Coates*
CJ Kirst
Jennifer R. Merrick
Fiona Wood

Authority:
CJ Kirst
Roger Hollard
James Spehalski
Jennifer R. Merrick

Director Whitney Graham from District No. 2 was absent. All absences are deemed excused unless otherwise noted in these minutes.

Also present were:
Megan Murphy, Esq., White Bear Ankele Tanaka & Waldron, Attorneys at Law; AJ Beckman and Sarah Warner, Public Alliance, LLC; Diane Wheeler; Simmons & Wheeler, PC.

Call to Order

It was noted that a quorum of the Boards were present, and the meeting was called to order at 4:34 p.m.

Combined Meeting

The Boards of Directors of the Authority, District No. 1 and District No. 2, have determined to hold joint meetings of the Authority, District No. 1, and District No. 2 and to prepare joint minutes of action taken by the Authority, District No. 1 and District No. 2. Unless otherwise noted herein, all official action reflected in these minutes is the action of the Authority, District No. 1 and District No. 2. Where necessary, action taken by the Authority, or an individual District will be so reflected in these minutes.

Conflict of Interest Disclosures

Ms. Murphy advised the Boards that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Murphy reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Boards at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Boards. Ms. Murphy inquired into whether members of the Boards had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Boards to act.

Agenda

The Boards reviewed the proposed agenda.

Following discussion, upon a motion duly made by Director Spehalski, seconded by Director Kirst, and upon vote, unanimously carried, the Boards of the Authority and District No. 1 approved the agenda as presented.

Following discussion, upon a motion duly made by Director Merrick, seconded by Director Kirst, and upon vote, unanimously carried, the Board of District No. 2 approved the agenda as presented.

Public Comment

There was no public in attendance.

Financial Matters

Agreement for Billing Services (Authority): Mr. Beckman reviewed with the Board the proposal from American Conservation & Billing Solutions, Inc. (AmCoBi) for billing services.

Following discussion, upon a motion duly made by Director Spehalski, seconded by Director Hollard, and upon vote, unanimously carried, the Board approved the proposal from American Conservation & Billing Solutions, Inc. (AmCoBi) for billing services.

Financial Statements (District No. 2): Ms. Wheeler reviewed the financial statements with the Board.

Following discussion and review, upon a motion duly made by Director Merrick, seconded by Director Kirst and, upon vote unanimously carried, the District 2 Board approved the unaudited financial statements.

*Director Coates joined the meeting

2022 Budget Amendment (Authority): The President opened the public hearing to consider the Resolution to Amend the 2022 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2022 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. There were no comments from the public in attendance.

Following review, upon motion duly made by Director Spehalski, seconded by Director Hollard and, upon vote, unanimously carried, the Board approved the 2022 Budget Amendment.

2022 Audits: Ms. Wheeler presented District No. 2 and the Authority's 2022 Audits to the respective Boards.

Following discussion, upon motion made by Director Spehalski, seconded by Director Kirst and, upon vote, unanimously carried, the 2022 Audit for the Authority was accepted, subject to final review by the District's Attorney and receipt of an unmodified (clean) audit opinion.

Following discussion, upon motion made by Director Merrick, seconded by Director Hollard and, upon vote, unanimously carried, the 2022 Audit for District No. 2 was accepted, subject to final review by the District's Attorney and receipt of an unmodified (clean) audit opinion.

Legal Matters

Executive Session: Pursuant to Section 24-6-402(4)(b), C.R.S. upon motion duly made by Director Spehalski, seconded by Director Kirst and, upon an affirmative vote of at least two-thirds of the quorum present, the Authority Board convened in executive session at 5:01 p.m. for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, instructing negotiators related to a Common Interest Agreement as authorized by Sections 24-6-402(4)(b) C.R.S. and for developing a strategy for negotiations and to instruct negotiators pursuant to C.R.S. 24-6-402(e)(I). Furthermore, pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S.,

no record or electronic recording will be kept of those portions of the executive session that, in the opinion of the Board's attorney, constitutes privileged attorney-client communication pursuant to Section 24-6-402(4)(b), C.R.S.

Pursuant to Section 24-6-402(4)(b), C.R.S. upon motion duly made by Director Spehalski, seconded by Director Hollard and, upon an affirmative vote of at least two-thirds of the quorum present, the District No. 1 Board convened in executive session at 5:01 p.m. for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, instructing negotiators related to a Common Interest Agreement as authorized by Sections 24-6-402(4)(b) C.R.S. and for developing a strategy for negotiations and to instruct negotiators pursuant to C.R.S. 24-6-402(e)(I). Furthermore, pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., no record or electronic recording will be kept of those portions of the executive session that, in the opinion of the Board's attorney, constitutes privileged attorney-client communication pursuant to Section 24-6-402(4)(b), C.R.S.

The Boards reconvened in regular session at 5:06 p.m.

Common Interest Agreement: Director Spehalski noted that the developer, Melcor, and the Authority and District No. 1 haven't been happy with the landscaping installation performed by Metco. Melcor and Metco are currently engaged a dispute resolution regarding the landscaping improvements. Attorney Murphy stated the primary purpose of the Common Interest Agreement is to recognize that District No. 1, the Authority, and Melcor (the "Parties") have a common interest in the dispute with Metco. Pursuant to the Common Interest Agreement, the Parties agree that information they share amongst each other regarding the dispute is confidential.

Following discussion, upon motion made by Director Hollard, seconded by Director Kirst and, upon vote, unanimously carried, the District No. 1 Board approved the Common Interest Agreement.

Following discussion, upon motion made by Director Merrick, seconded by Director Hollard and, upon vote, unanimously carried, the Authority Board approved the Common Interest Agreement.

Other Business

None.

Adjournment

Upon a motion duly made by Director Spehalski, seconded by Director Hollard, and upon vote, unanimously carried, the meeting was adjourned at 5:15 p.m.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Secretary for the Meeting

**FIRST AMENDMENT TO
POWHATON COMMUNITY AUTHORITY
ANNUAL ADMINISTRATIVE RESOLUTION
(2023)**

WHEREAS, at the meeting of the Board of Directors (the “**Board**”) of Powhatan Community Authority (the “**Authority**”), held on November 1, 2022, the Board adopted a resolution entitled, “Powhatan Community Authority Annual Administrative Resolution (2023)” (the “**Resolution**”); and

WHEREAS, since the adoption of the Resolution, the Board has determined to change the date, time, and location of regular meetings of the Board of the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. REPEAL AND REPLACEMENT. The Boards hereby repeal Paragraph 14 of the Resolution in its entirety, and the following Paragraph 14 is substituted as follows:

14. The Board determines to hold regular meetings on the First Tuesday of every even month in 2023, at 5:00 p.m. by telephone, electronic, or other means not including physical presence. All notices of meetings shall designate whether such meeting will be held by electronic means, at a physical location, or both, and shall designate how members of the public may attend such meeting, including the conference number or link by which members of the public can attend the meeting electronically, if applicable.

2. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Resolution shall remain in full force and effect.

[Remainder of page intentionally left blank.]

ADOPTED this 1st day of August, 2023.

POWHATON COMMUNITY AUTHORITY

Officer of the Authority

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the Authority

After Recording, Return to:
WHITE BEAR ANKELE TANAKA & WALDRON
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122

**AMENDED AND RESTATED JOINT RESOLUTION
OF THE
BOARDS OF DIRECTORS
OF THE
POWHATON COMMUNITY AUTHORITY
AND
POWHATON ROAD METROPOLITAN DISTRICT NO. 2
CONCERNING THE IMPOSITION OF AN OPERATIONS FEE**

WHEREAS, the Powhaton Road Metropolitan District No. 2 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing pursuant to §§ 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”); and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the District is authorized to fix and impose fees, rates, tolls, penalties and charges for services or facilities furnished by the District which, until paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, the Powhaton Community Authority (the “**Authority**”) was formed pursuant to the Colorado Constitution Article XIV, Sections 18(2)(a) and (b) and Section 29-1-203 and Section 29-1-203.5, C.R.S., as amended (the “**Authority Act**”) pursuant to that certain Agreement Establishing the Powhaton Community Authority dated March 24, 2021 (the “**Establishment Agreement**”) by and among Powhaton Road Metropolitan District Nos. 1-11 (collectively, the “**Districts**”); and

WHEREAS, the Authority and the Districts are parties to that certain Operating Agreement dated April 14, 2021 (the “**Operating Agreement**”); and

WHEREAS, pursuant to the Operating Agreement, the Authority is responsible for providing certain O&M Services (as defined in the Operating Agreement) on behalf of the District; and

WHEREAS, pursuant to the Establishment Agreement, the Authority has the power to approve, set, impose, collect, pledge, spend, reserve, and use rates, fees, tolls, charges and penalties for facilities, services, and programs furnished or to be furnished by the Authority; and

WHEREAS, pursuant to the Establishment Agreement and Operating Agreement, the Authority must provide prior written approval before the District can impose any fees; and

WHEREAS, pursuant to this Joint Resolution, the Authority provides written approval for the Authority and the District to impose a joint operations fee; and

WHEREAS, the Board of Directors of the District (the “**District Board**”) and the Board of Directors of the Authority (the “**Authority Board**”) have determined it to be in the best interests of the District and the Authority, and the property owners, taxpayers, and residents within the District and the Authority, and the general public, to acquire, construct, operate and maintain certain amenities and facilities benefitting property owners, taxpayers, and residents within the District, and the general public, which amenities and facilities generally include park and recreation improvements, facilities, appurtenances and rights-of-way (collectively, the “**Facilities**”); and

WHEREAS, the District Board and the Authority Board have determined it to be in the best interests of the District and the Authority, and the property owners, taxpayers, and residents within the District and the Authority, to provide certain services to the property owners, taxpayers, and residents within the District, and the general public, including without limitation, landscape maintenance, and snow removal (collectively, the “**Services**”); and

WHEREAS, the Authority incurs certain direct and indirect costs associated with the upkeep, repair, replacement, improvement, reconstruction operation and maintenance of the Facilities, as necessary, inclusive of the costs of utilities and capital replacement costs (collectively, the “**Facility Costs**”) in order that the Facilities may be properly provided, operated and maintained; and

WHEREAS, the Authority incurs certain direct and indirect costs associated with the provision of the Services in order that the Services may be properly provided, the property within the District maintained, and that the health, safety and welfare of the District and its inhabitants may be safeguarded (collectively, the “**Service Costs**”); and

WHEREAS, the establishment and continuation of a fair and equitable fee (the “**Operations Fee**”) to provide a source of funding to pay for the Facility Costs and the Service Costs, (collectively, the “**Operations Costs**”), which Operations Costs are generally attributable to the persons and/or properties subject to such Operations Fees, is necessary to provide for the common good and for the prosperity and general welfare of the property owners, taxpayers, and residents within the District and the Authority, and the general public and for the orderly and uniform administration of the Authority’s affairs; and

WHEREAS, the District and the Authority find that the Operations Fee, as set forth in this Resolution, is reasonably related to the overall cost of providing the Facilities and Services and paying the Operations Costs, and that imposition thereof is necessary and appropriate; and

WHEREAS, on November 3, 2021, the Board adopted Joint Resolution of the Boards of Directors of the Powhaton Community Authority and Powhaton Road Metropolitan District No. 2 Concerning the Imposition of an Operations Fee, which was recorded in the real property records of the Arapahoe County Clerk and Recorder’s Office on November 23, 2021, at Reception No. E1197575 (the “**Prior Fee Resolution**”), and the Boards desire to adopt this Resolution to amend, restate, and supersede the Prior Fee Resolution in its entirety. Any fees, rates, tolls, penalties or charges due under the Prior Fee Resolution, to the extent outstanding and unpaid, shall remain in effect until fully paid and shall not be eliminated hereby.

NOW, THEREFORE, be it resolved by the Board of the District and the Board of Authority as follows:

1. DEFINITIONS. Except as otherwise expressly provided or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below:

“**District Boundaries**” means the legal boundaries of the District, as the same are established and amended from time to time pursuant to the Special District Act, as more particularly set forth in the map and legal description attached hereto as **Exhibit B** and incorporated herein by this reference.

“**Due Date**” means the date by which the Operations Fee is due, which Due Date is reflected on the Schedule of Fees.

“**End User**” means any third-party homeowner or tenant of any homeowner occupying or intending to occupy a Residential Unit.

“**Fee Schedule**” or “**Schedule of Fees**” means the schedule of fees set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, until and unless otherwise amended and/or repealed.

“**Lot**” means each parcel of land established by a recorded final subdivision plat and which is located within the District Boundaries.

“**Residential Unit**” means each residential dwelling unit (including, without limitation, condominiums, townhomes, and any other attached dwelling unit and detached single family dwelling units) located on a Lot which has been Transferred to an End User.

“**Transfer**” or “**Transferred**” shall include a sale, conveyance or transfer by deed, instrument, writing, lease or any other documents or otherwise by which real property is sold, granted, let, assigned, transferred, exchanged or otherwise vested in an End User.

“**Vacant Lot**” means each parcel of land within the District established by a recorded final subdivision plat, but specifically excluding any parcel upon which one or more Residential Units is situated and specifically excluding any parcel owned by the District.

2. OPERATIONS FEE.

a. The Board of the District and the Board of the Authority have determined, and do hereby determine, that it is in the best interests of the property owners, taxpayers, and residents within the District and the Authority, and the general public to impose, and does hereby impose an Operations Fee to fund the Operations Costs. The Operations Fee is hereby established and imposed in an amount as set forth by the Authority from time to

time pursuant to the “Fee Schedule” and shall constitute the rate in effect until such schedule is amended or repealed. The Fee Schedule is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. The Operations Fee shall consist of a recurring payment (the “**Recurring Payment**”) and a separate payment imposed on the Transfer of a Residential Unit to an End User (the “**Transfer Payment**”), which together shall comprise the Operations Fee.

b. The Transfer Payment shall be imposed on all Transfers of a Residential Unit to an End User. The Transfer Payment shall not apply to any of the following, except to the extent the Authority determines that such exception is being undertaken for the purpose of improperly avoiding the Operations Fee:

i. Any Transfer wherein the United States, or any agency or instrumentality thereof, the State of Colorado, any county, city and county, municipality, district or other political subdivisions of this State, is either the grantor or the grantee.

ii. Any Transfer by document, decree or agreement partitioning, terminating or evidencing termination of a joint tenancy, tenancy in common or other co-ownership; however, if additional consideration or value is paid in connection with such partition or termination the Transfer Payment shall apply and be based upon such additional consideration.

iii. Any Transfer of title or change of interest in real property by reason of death, pursuant to a will, the law of descent and distribution, or otherwise.

iv. Any Transfer made and delivered without consideration for the purpose of: confirming, correcting, modifying or supplementing a Transfer previously made; making minor boundary adjustments; removing clouds of title; or granting easements, rights-of-way or licenses.

v. Any decree or order of a court of record quieting, determining or resting title, except for a decree of foreclosure.

vi. Transfers to secure a debt or other obligation, or releases other than by foreclosure, which is security for a debt or other obligation.

vii. Transfers pursuant to a decree or separation of divorce.

c. The Board of the District and the Board of the Authority have determined, and do hereby determine, that the Operations Fee is reasonably related to the overall cost of providing the Services, and paying the Operations Costs, and is imposed on those who are reasonably likely to benefit from or use the Facilities and Services.

d. The revenues generated by the Operations Fee will be accounted for separately from other revenues of the District and the Authority. The Operations Fee

revenue will be used solely for the purpose of paying Operations Costs, and may not be used by the District or the Authority to pay for general administrative costs of the District or the Authority.

3. LATE FEES AND INTEREST. Pursuant to § 29-1-1102(3), C.R.S., any Operations Fee not paid in full within fifteen (15) days after the scheduled Due Date will be assessed a late fee in the amount of Fifteen Dollars (\$15.00) or up to five percent (5%) per month, or fraction thereof, not to exceed a total of twenty-five percent (25%) of the amount due. Interest will also accrue on any outstanding Operations Fees, exclusive of assessed late fees, penalties, interest and any other costs of collection, specially including, but not limited, to attorneys' fees, at the rate of 18% per annum, pursuant to § 29-1-1102(7), C.R.S. The District or the Authority may institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting property owner shall pay all fees and costs, specifically including, but not limited to, attorneys' fees and costs and costs associated with the collection of delinquent fees, incurred by the District or the Authority and/or its consultants in connection with the foregoing.

4. PAYMENT. Payment for all Operations Fees, fees, rates, tolls, penalties, charges, interest and attorneys' fees shall be made by check or equivalent form acceptable to the Authority, made payable to "Powhaton Community Authority" and sent to the address indicated on the Fee Schedule. The Authority may change the payment address from time to time and such change shall not require an amendment to this Resolution.

5. LIEN. The Operations Fees imposed hereunder, together with any and all late fees, interest, penalties and costs of collection, shall, until paid, constitute a statutory, perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic's liens, pursuant to § 32-1-1001(1)(j)(I), C.R.S. Said lien may be foreclosed at such time as the Authority, in its sole discretion, may determine. The lien shall be perpetual in nature (as defined by the laws of the State of Colorado) on the property and shall run with the land. This Resolution shall be recorded in the offices of the Clerk and Recorder of Arapahoe County, Colorado.

6. SEVERABILITY. If any portion of this Resolution is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Resolution, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

7. THE PROPERTY. This Resolution shall apply to all property within the District Boundaries, including, but not limited to, the property set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, and any additional property included into the District after the date of this Resolution.

8. EFFECTIVE DATE. This Resolution shall become effective August 1, 2023.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

ADOPTED this 1st day of August, 2023.

POWHATON ROAD METROPOLITAN
DISTRICT NO. 2, a quasi-municipal corporation
and political subdivision of the State of Colorado

Officer of the District

ATTEST:

POWHATON COMMUNITY AUTHORITY

Officer of the Authority

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys At Law

General Counsel to the District and Authority

Signature page to Resolution Concerning the Imposition of an Operations Fee

EXHIBIT A
POWHATON COMMUNITY AUTHORITY
AND
POWHATON ROAD METROPOLITAN DISTRICT NO. 2
Schedule of Fees
Effective August 1, 2023

Schedule of Fees		
Fee Type	Classifications	Rate
Operations Fee – Recurring Payment	Residential Unit	\$25/quarter
The Operations Fee is billed quarterly. The Due Date for each Recurring Operations Fee is the first day of January, April, July, and October.		
Operations Fee – Payment Due Upon a Transfer	Residential Unit	\$100 per Transfer
The Due Date for the Transfer Fee is the date upon which the Transfer occurs.		

PAYMENTS: Payment for each fee shall be made payable to the Powhaton Community Authority and sent to the following address for receipt by the Due Date:

Powhaton Community Authority
c/o AMCOBI
PO Box 51280
Colorado Springs, CO 80949

EXHIBIT B

POWHATON ROAD METROPOLITAN DISTRICT NO. 2

District Boundaries

After Recording, Return to:
WHITE BEAR ANKELE TANAKA & WALDRON
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122

**AMENDED AND RESTATED JOINT RESOLUTION
OF THE
BOARDS OF DIRECTORS
OF THE
POWHATON COMMUNITY AUTHORITY
AND
POWHATON ROAD METROPOLITAN DISTRICT NO. 3
CONCERNING THE IMPOSITION OF AN OPERATIONS FEE**

WHEREAS, the Powhaton Road Metropolitan District No. 3 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing pursuant to §§ 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”); and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the District is authorized to fix and impose fees, rates, tolls, penalties and charges for services or facilities furnished by the District which, until paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, the Powhaton Community Authority (the “**Authority**”) was formed pursuant to the Colorado Constitution Article XIV, Sections 18(2)(a) and (b) and Section 29-1-203 and Section 29-1-203.5, C.R.S., as amended (the “**Authority Act**”) pursuant to that certain Agreement Establishing the Powhaton Community Authority dated March 24, 2021 (the “**Establishment Agreement**”) by and among Powhaton Road Metropolitan District Nos. 1-11 (collectively, the “**Districts**”); and

WHEREAS, the Authority and the Districts are parties to that certain Operating Agreement dated April 14, 2021 (the “**Operating Agreement**”); and

WHEREAS, pursuant to the Operating Agreement, the Authority is responsible for providing certain O&M Services (as defined in the Operating Agreement) on behalf of the District; and

WHEREAS, pursuant to the Establishment Agreement, the Authority has the power to approve, set, impose, collect, pledge, spend, reserve, and use rates, fees, tolls, charges and penalties for facilities, services, and programs furnished or to be furnished by the Authority; and

WHEREAS, pursuant to the Establishment Agreement and Operating Agreement, the Authority must provide prior written approval before the District can impose any fees; and

WHEREAS, pursuant to this Joint Resolution, the Authority provides written approval for the Authority and the District to impose a joint operations fee; and

WHEREAS, the Board of Directors of the District (the “**District Board**”) and the Board of Directors of the Authority (the “**Authority Board**”) have determined it to be in the best interests of the District and the Authority, and the property owners, taxpayers, and residents within the District and the Authority, and the general public, to acquire, construct, operate and maintain certain amenities and facilities benefitting property owners, taxpayers, and residents within the District, and the general public, which amenities and facilities generally include park and recreation improvements, facilities, appurtenances and rights-of-way (collectively, the “**Facilities**”); and

WHEREAS, the District Board and the Authority Board have determined it to be in the best interests of the District and the Authority, and the property owners, taxpayers, and residents within the District and the Authority, to provide certain services to the property owners, taxpayers, and residents within the District, and the general public, including without limitation, landscape maintenance, and snow removal (collectively, the “**Services**”); and

WHEREAS, the Authority incurs certain direct and indirect costs associated with the upkeep, repair, replacement, improvement, reconstruction operation and maintenance of the Facilities, as necessary, inclusive of the costs of utilities and capital replacement costs (collectively, the “**Facility Costs**”) in order that the Facilities may be properly provided, operated and maintained; and

WHEREAS, the Authority incurs certain direct and indirect costs associated with the provision of the Services in order that the Services may be properly provided, the property within the District maintained, and that the health, safety and welfare of the District and its inhabitants may be safeguarded (collectively, the “**Service Costs**”); and

WHEREAS, the establishment and continuation of a fair and equitable fee (the “**Operations Fee**”) to provide a source of funding to pay for the Facility Costs and the Service Costs, (collectively, the “**Operations Costs**”), which Operations Costs are generally attributable to the persons and/or properties subject to such Operations Fees, is necessary to provide for the common good and for the prosperity and general welfare of the property owners, taxpayers, and residents within the District and the Authority, and the general public and for the orderly and uniform administration of the Authority’s affairs; and

WHEREAS, the District and the Authority find that the Operations Fee, as set forth in this Resolution, is reasonably related to the overall cost of providing the Facilities and Services and paying the Operations Costs, and that imposition thereof is necessary and appropriate; and

WHEREAS, on November 3, 2021, the Board adopted Joint Resolution of the Boards of Directors of the Powhaton Community Authority and Powhaton Road Metropolitan District No. 3 Concerning the Imposition of an Operations Fee, which was recorded in the real property records of the Arapahoe County Clerk and Recorder’s Office on November 23, 2021, at Reception No. E1197576 (the “**Prior Fee Resolution**”), and the Boards desire to adopt this Resolution to amend, restate, and supersede the Prior Fee Resolution in its entirety. Any fees, rates, tolls, penalties or charges due under the Prior Fee Resolution, to the extent outstanding and unpaid, shall remain in effect until fully paid and shall not be eliminated hereby.

NOW, THEREFORE, be it resolved by the Board of the District and the Board of Authority as follows:

1. DEFINITIONS. Except as otherwise expressly provided or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below:

“**District Boundaries**” means the legal boundaries of the District, as the same are established and amended from time to time pursuant to the Special District Act, as more particularly set forth in the map and legal description attached hereto as **Exhibit B** and incorporated herein by this reference.

“**Due Date**” means the date by which the Operations Fee is due, which Due Date is reflected on the Schedule of Fees.

“**End User**” means any third-party homeowner or tenant of any homeowner occupying or intending to occupy a Residential Unit.

“**Fee Schedule**” or “**Schedule of Fees**” means the schedule of fees set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, until and unless otherwise amended and/or repealed.

“**Lot**” means each parcel of land established by a recorded final subdivision plat and which is located within the District Boundaries.

“**Residential Unit**” means each residential dwelling unit (including, without limitation, condominiums, townhomes, and any other attached dwelling unit and detached single family dwelling units) located on a Lot which has been Transferred to an End User.

“**Transfer**” or “**Transferred**” shall include a sale, conveyance or transfer by deed, instrument, writing, lease or any other documents or otherwise by which real property is sold, granted, let, assigned, transferred, exchanged or otherwise vested in an End User.

“**Vacant Lot**” means each parcel of land within the District established by a recorded final subdivision plat, but specifically excluding any parcel upon which one or more Residential Units is situated and specifically excluding any parcel owned by the District.

2. OPERATIONS FEE.

a. The Board of the District and the Board of the Authority have determined, and do hereby determine, that it is in the best interests of the property owners, taxpayers,

and residents within the District and the Authority, and the general public to impose, and does hereby impose an Operations Fee to fund the Operations Costs. The Operations Fee is hereby established and imposed in an amount as set forth by the Authority from time to time pursuant to the “Fee Schedule” and shall constitute the rate in effect until such schedule is amended or repealed. The Fee Schedule is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. The Operations Fee shall consist of a recurring payment (the “**Recurring Payment**”) and a separate payment imposed on the Transfer of a Residential Unit to an End User (the “**Transfer Payment**”), which together shall comprise the Operations Fee.

b. The Transfer Payment shall be imposed on all Transfers of a Residential Unit to an End User. The Transfer Payment shall not apply to any of the following, except to the extent the Authority determines that such exception is being undertaken for the purpose of improperly avoiding the Operations Fee:

i. Any Transfer wherein the United States, or any agency or instrumentality thereof, the State of Colorado, any county, city and county, municipality, district or other political subdivisions of this State, is either the grantor or the grantee.

ii. Any Transfer by document, decree or agreement partitioning, terminating or evidencing termination of a joint tenancy, tenancy in common or other co-ownership; however, if additional consideration or value is paid in connection with such partition or termination the Transfer Payment shall apply and be based upon such additional consideration.

iii. Any Transfer of title or change of interest in real property by reason of death, pursuant to a will, the law of descent and distribution, or otherwise.

iv. Any Transfer made and delivered without consideration for the purpose of: confirming, correcting, modifying or supplementing a Transfer previously made; making minor boundary adjustments; removing clouds of title; or granting easements, rights-of-way or licenses.

v. Any decree or order of a court of record quieting, determining or resting title, except for a decree of foreclosure.

vi. Transfers to secure a debt or other obligation, or releases other than by foreclosure, which is security for a debt or other obligation.

vii. Transfers pursuant to a decree or separation of divorce.

c. The Board of the District and the Board of the Authority have determined, and do hereby determine, that the Operations Fee is reasonably related to the overall cost of providing the Services, and paying the Operations Costs, and is imposed on those who are reasonably likely to benefit from or use the Facilities and Services.

d. The revenues generated by the Operations Fee will be accounted for separately from other revenues of the District and the Authority. The Operations Fee revenue will be used solely for the purpose of paying Operations Costs, and may not be used by the District or the Authority to pay for general administrative costs of the District or the Authority.

3. LATE FEES AND INTEREST. Pursuant to § 29-1-1102(3), C.R.S., any Operations Fee not paid in full within fifteen (15) days after the scheduled Due Date will be assessed a late fee in the amount of Fifteen Dollars (\$15.00) or up to five percent (5%) per month, or fraction thereof, not to exceed a total of twenty-five percent (25%) of the amount due. Interest will also accrue on any outstanding Operations Fees, exclusive of assessed late fees, penalties, interest and any other costs of collection, specially including, but not limited, to attorneys' fees, at the rate of 18% per annum, pursuant to § 29-1-1102(7), C.R.S. The District or the Authority may institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting property owner shall pay all fees and costs, specifically including, but not limited to, attorneys' fees and costs and costs associated with the collection of delinquent fees, incurred by the District or the Authority and/or its consultants in connection with the foregoing.

4. PAYMENT. Payment for all Operations Fees, fees, rates, tolls, penalties, charges, interest and attorneys' fees shall be made by check or equivalent form acceptable to the Authority, made payable to "Powhaton Community Authority" and sent to the address indicated on the Fee Schedule. The Authority may change the payment address from time to time and such change shall not require an amendment to this Resolution.

5. LIEN. The Operations Fees imposed hereunder, together with any and all late fees, interest, penalties and costs of collection, shall, until paid, constitute a statutory, perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic's liens, pursuant to § 32-1-1001(1)(j)(I), C.R.S. Said lien may be foreclosed at such time as the Authority, in its sole discretion, may determine. The lien shall be perpetual in nature (as defined by the laws of the State of Colorado) on the property and shall run with the land. This Resolution shall be recorded in the offices of the Clerk and Recorder of Arapahoe County, Colorado.

6. SEVERABILITY. If any portion of this Resolution is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Resolution, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

7. THE PROPERTY. This Resolution shall apply to all property within the District Boundaries, including, but not limited to, the property set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, and any additional property included into the District after the date of this Resolution.

8. EFFECTIVE DATE. This Resolution shall become effective August 1, 2023.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

ADOPTED this 1st day of August, 2023.

POWHATON ROAD METROPOLITAN
DISTRICT NO. 3, a quasi-municipal corporation
and political subdivision of the State of Colorado

Officer of the District

ATTEST:

POWHATON COMMUNITY AUTHORITY

Officer of the Authority

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys At Law

General Counsel to the District and Authority

Signature page to Resolution Concerning the Imposition of an Operations Fee

EXHIBIT A
POWHATON COMMUNITY AUTHORITY
AND
POWHATON ROAD METROPOLITAN DISTRICT NO. 3
Schedule of Fees
Effective August 1, 2023

Schedule of Fees		
Fee Type	Classifications	Rate
Operations Fee – Recurring Payment	Residential Unit	\$25/quarter
The Operations Fee is billed quarterly. The Due Date for each Recurring Operations Fee is the first day of January, April, July, and October.		
Operations Fee – Payment Due Upon a Transfer	Residential Unit	\$100 per Transfer
The Due Date for the Transfer Fee is the date upon which the Transfer occurs.		

PAYMENTS: Payment for each fee shall be made payable to the Powhaton Community Authority and sent to the following address for receipt by the Due Date:

Powhaton Community Authority
c/o AMCOBI
PO Box 51280
Colorado Springs, CO 80949

EXHIBIT B

POWHATON ROAD METROPOLITAN DISTRICT NO. 3

District Boundaries

**SECOND AMENDMENT TO
FUNDING AND REIMBURSEMENT AGREEMENT
(Operations and Maintenance)**

This **SECOND AMENDMENT TO FUNDING AND REIMBURSEMENT AGREEMENT** (Operations and Maintenance) (the “**Second Amendment**”) is made and entered into as of the 1st day of August 2023 to be effective as of November 1, 2022, by and between POWHATON COMMUNITY AUTHORITY, operating as a political subdivision and public corporation of the State of Colorado (the “**Authority**”), and MELCOR/TC AURORA, LLC, a Colorado limited liability company (the “**Property Owner**”). The Authority and Property Owner are collectively referred to herein as the “**Parties.**”

RECITALS

WHEREAS, the Parties previously entered into that certain Funding and Reimbursement Agreement (Operations and Maintenance) dated August 12, 2021, as amended by a First Amendment to Funding and Reimbursement Agreement dated November 1, 2022 (collectively, the “**Agreement**”); and

WHEREAS, pursuant to this Second Amendment the Parties desire to amend the Agreement to: (i) increase the Annual Loan Cap; (ii) increase the Maximum Loan Amount; and (iii) extend the Loan Obligation Termination Date each as set forth in the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. Amendment to Agreement.

- a. Section 1 of the Agreement shall be deleted and replaced it its entirety with the following:

1. Loan Amount and Term. The Property Owner agrees to loan to the Authority one or more sums of money, not to exceed the aggregate of \$200,000 per annum (the “**Annual Loan Cap**”) for two years, up to \$400,000 (as the same may be subsequently increased by agreement of the Parties hereto and execution of a supplement or addendum to this Agreement) (the “**Maximum Loan Amount**”). These funds shall be loaned to the Authority in one or a series of installments and shall be available to the Authority through December 31, 2024 (as the same may be amended pursuant to an annual review evidenced by supplement or amendment hereto, the “**Loan Obligation Termination Date**”). Thereafter, the Loan Obligation Termination Date shall be automatically extended for additional one (1) year terms unless the Property Owner provides written notice to the Authority of termination at least thirty (30) days prior to December 31st of each year. Upon each automatic one (1) year extension of the Loan Obligation Termination Date,

the Property Owner agrees to loan the Authority one or more sums of money up to the Annual Loan Cap, and the Maximum Loan Amount shall be increased by the Annual Loan Cap.

- b. Section 10.a of the Agreement shall be deleted and replaced in its entirety with the following:

10. Termination.

a. The Property Owner's obligations to advance funds to the Authority in accordance with this Agreement shall terminate on December 31, 2024 (subject to the extension terms above), except to the extent advance requests have been made to the Property Owner that are pending by this termination date, in which case said pending request(s) will be honored notwithstanding the passage of the termination date.

- 2. Except as amended herein, the terms of the Agreement shall remain in full force and effect without limitation.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment on the date and year first above written.

POWHATON COMMUNITY AUTHORITY,
operating as a political subdivision and public
corporation of the State of Colorado

By: _____
Officer of the Authority

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the Authority

[Signature page to Second Amendment to Funding and Reimbursement Agreement]

PROPERTY OWNER:

MELCOR/TC AURORA, LLC, a Colorado
limited liability company

By: Melcor Developments Arizona Inc., an
Arizona corporation, Sole Member

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[Signature page to Second Amendment to Funding and Reimbursement Agreement]

DISTRICT MANAGER'S REPORT

To: Board of Directors, Powhatan Community Authority
From: AJ Beckman, District Manager
Date: July 25, 2023

City of Aurora Stage 1 Drought declaration: The City of Aurora declared a Stage One Drought effective May 1st. Due to the abnormal amount of precipitation in the state, the City has removed the drought declaration and watering restrictions associated with the declaration. The City still does not allow irrigation between the hours of 10am to 6pm daily and will only allow irrigation zones to run 3 days per week.

Irrigation Upgrade: Five new controllers have been installed and brought online in CSP I and two new controllers are in-house and ready for install in CSP II upon conveyance. Four of the five new controllers have been checked and irrigation zones inspected. Necessary irrigation repairs have been completed by BrightView. The fifth walk was pending a now completed mainline repair and is scheduled for 07/27/2023. To date the District has consumed 1.1 million gallons less than at this point in 2022 or 46% of the water consumed during the same period last year. Total savings to the District is \$17,605.24.

Landscape and Snow Removal Updates: Pre-emergent weed control and aeration were completed in March. Irrigation was activated in April, and bimonthly landscaping services started April 1, 2023.

Playground Inspection & Repair: Harmony Park is inspected quarterly any deficiencies are corrected. After inspection, the slide was broken and cautioned off from use by residents until replacement could be completed. The replacement part and installation were completed in July and is operational with caution tape and signage removed. Wood mulch was raked out and leveled by Public Alliance staff.

Erosion issues at the slide area that were noted at the last board meeting were discussed with the developer. The upgrades and erosion control are in process with the development team to reduce the erosion behind and surrounding the slides.

A proposal for the volleyball and basketball back-stop fences is included in the meeting packet. Installation of the fences has begun.

Tree replacements: A proposal for tree replacements noted in 2022 was provided, but due to the city drought declaration and water restrictions was on hold until further notice for tree health. A proposal for dead tree removal was received from BrightView and will be added to the current agenda.

Fence staining: A proposal was approved by the board for all cedar three-rail common area fencing in the district. Staining will begin the first week of August. Public Alliance is working with the Harmony HOA to inform residents to ensure all items of value close to fence lines are removed or covered and any fence line attachments are removed. Homeowners that have attachments on the fence line that impede fence staining will be responsible for staining the area.

Bench and table staining: The bench and table staining project has been completed.

Underdrain tracking: Public Alliance is working on obtaining connection certificates from builders and has tracked all connections through city of Aurora online portal that includes certified foundation engineer reports stating home connections. A final report will be created when builder certifications have been received.

Park Signage: Multiple vendors have been contacted and quotes are pending. The one quote received quoted \$17,000 for fabrication and installation.

Property conveyance: Public Alliance has participated in conveyance walks for Filings 9 and 10. Punch lists have been created and additional walks are required to close out punch list items. Filing 12 has also been walked for an initial punch list. These lists are ongoing and until final acceptance and sign off are subject to changes. Roger Hollard, Board Member, has been brought on to assist with the conveyance process for the district.

Dog stations: Two new dog stations were installed adjacent to neighborhood paths. The closest intersections of both stations are Powhatan and Ellsworth at the trailhead, and Ellsworth and Archer.

Park Reservations: Several of Powhatan Metro District's outdoor amenities may be rented for gatherings: Community Park Pavilion on S. Robertsdale Street, Shade Structure at S. Trussville Street and E. Maple Avenue, Picnic Area adjacent to the Sports Field. The Sports Field can be reserved by coaches. The information was posted on the website in April and a communication was sent by CCMC to residents. Reservations may be made online with a deposit and fee: <https://powhatanroadmetrodistrict.com/reservations/>. So far, no reservations have been made. Activity might increase once signage with QR codes to this information have been posted onsite at the amenities.

Billing Transition: Q3 fee billing statements were mailed to residents by AmCoBi, the new billing company, for the July 1st payment due date. CCMC had previously been collecting fees on behalf of the District. 326 payments totaling \$10,971.52 have been collected so far. A full report will be provided separately. Public Alliance has access to a billing portal to help answer resident questions directly. AmCoBi's client care department has been responsive to resident questions via phone and email.

Proposal for Extra Work at Powhaton Community Authority

Property Name	Powhaton Community Authority	Contact	Sarah Warner
Property Address	26030 E. Byers Place Aurora, CO 80018	To	Powhaton Community Authority
		Billing Address	13131 W Alameda Pkwy Ste 200 Lakewood, CO 80228
Project Name	Powhaton District_Mulch refresh at park		
Project Description	Mulch refresh around main park.		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
28.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed at beds around park by playground and pavilion marked in pink on map.	\$180.52	\$5,054.62
1.00	LUMP SUM	Freight/Delivery	\$260.02	\$260.02

For internal use only

SO# 8110231
JOB# 400600485
Service Line 130

Total Price \$5,314.64

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
12570 E. 39th Ave, Denver, CO 80239 ph. (303) 288-2701 fax (303) 288-2715

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
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Customer

Signature

Title

District Manager

Sarah Warner
Printed Name

Date

May 03, 2023

BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature

Title

Michael Olson

May 03, 2023

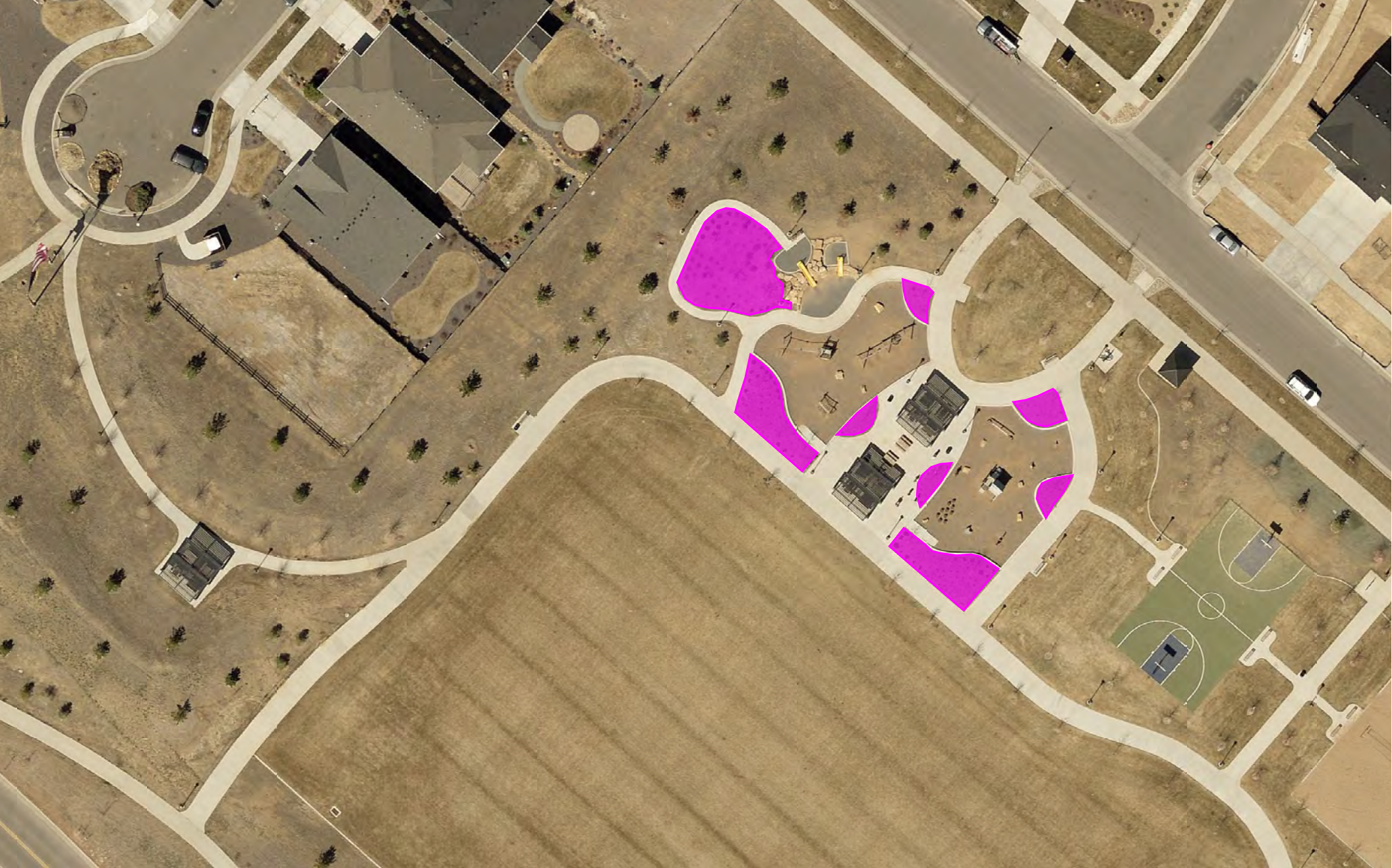
Printed Name

Date

Job #: 400600485

SO #: 8110231

Proposed Price: \$5,314.64



Harmony & Powhatan

Template

Parcel

Tags

Proposal for Extra Work at Powhaton Community Authority

Property Name	Powhaton Community Authority	Contact	Sarah Warner
Property Address	26030 E. Byers Place Aurora, CO 80018	To	Powhaton Community Authority
		Billing Address	13131 W Alameda Pkwy Ste 200 Lakewood, CO 80228
Project Name	Powhaton District_Mulch Refresh		
Project Description	Mulch refresh at Ellsworth entry and along Ellsworth to circle		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
Mulch refresh			Subtotal	\$5,058.85
24.00	CUBIC YARD	Washington Cedar - CUBIC YARD Mulch Installed	\$180.52	\$4,332.59
2.00	TON	Horizon Cobblestone 2-4 - TON Rock Installed on area marked in red on map.	\$210.26	\$420.53
1.00	LUMP SUM	Freight/Delivery	\$305.73	\$305.73

For internal use only

SO# 8110193
JOB# 400600485
Service Line 130

Total Price \$5,058.85

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12570 E. 39th Ave, Denver, CO 80239 ph. (303) 288-2701 fax (303) 288-2715

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
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Customer

Signature	Title	District Manager
Sarah Warner	Date	May 03, 2023
Printed Name		

BrightView Landscape Services, Inc. "Contractor"
Account Manager

Signature	Title
Michael Olson	May 03, 2023
Printed Name	Date

Job #: 400600485

SO #: 8110193

Proposed Price: \$5,058.85

Proposal for Extra Work at Powhaton Community Authority

Property Name	Powhaton Community Authority	Contact	James Spehalski
Property Address	26030 E. Byers Place Aurora, CO 80018	To Billing Address	Powhaton Community Authority 405 Urban St Ste 310 Lakewood, CO 80228
Project Name	Powhaton District_Dead tree removal		
Project Description	Removal of dead trees located around the community		

Scope of Work

QTY	UoM/Size	Material/Description
15.00	EACH	Remove 15 dead trees located around property marked on map.
1.00	LUMP SUM	Dump Rate

For internal use only

SO# 8135459
JOB# 400600485
Service Line 130

Total Price \$1,553.73

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12570 E. 39th Ave, Denver, CO 80239 ph. (303) 288-2701 fax (303) 288-2715

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Customer

Developer

Signature

Title

James Spehalski
Printed Name

June 01, 2023
Date

BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature

Title

Michael Olson
Printed Name

June 01, 2023
Date

Job #: 400600485

SO #: 8135459

Proposed Price: \$1,553.73







Proposal for Extra Work at Powhaton Community Authority

Property Name	Powhaton Community Authority	Contact	Sarah Warner
Property Address	26030 E. Byers Place Aurora, CO 80018	To Billing Address	Powhaton Community Authority 405 Urban St Ste 310 Lakewood, CO 80228
Project Name	Powhaton District_Evergreen tree stake removal		
Project Description	Removal of evergreen tree stakes along Ellsworth Ave.		

Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Enhancement Laborer to remove metal evergreen tree stakes, 3 on each tree along Ellsworth Ave.

For internal use only

SO# 8150517
JOB# 400600485
Service Line 130

Total Price \$1,274.80

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Customer

Signature	Title	District Manager
Sarah Warner	Date	June 19, 2023
Printed Name		

BrightView Landscape Services, Inc. "Contractor"
Account Manager

Signature	Title
Michael Olson	June 19, 2023
Printed Name	Date

Job #: 400600485

SO #: 8150517

Proposed Price: \$1,274.80



"WE FENCE COLORADO"

SINCE 1980

**3031 HIGHWAY 119
LONGMONT, COLORADO 80504
(303) 651-5700
FAX (303) 651-5740**

Mark Johnson
Project Engineer
(970) 219-8352



RE: FENCE QUOTE HARMONY FILING 13 BASKETBALL/VOLLEYBALL COURTS

INSTALL APPROX. 225LF OF 6FT 4-RAIL CEDAR FENCE, 6X6-9' POSTS SET 8'OC IN 24X10 CAISSON, 4 -8FT 2X6 RAILS, LAG BOLTED, 2X4 WELDED WIRE MESH \$44.50 PER FOOT \$10,012.00

OPTION TO ADD 4FT 3 RAIL FENCE, 6X6-7' POSTS SET 8'OC IN 24X10 CAISSON, 3-2X6 RAIL, LAG BOLTED, 2X4 WIRE MESH. \$33.50 PER FOOT \$536

OPTION TO STAIN \$9.25 PER FOOT \$2025.00

OPTION FOR 6FT 3-RAIL AMERISTAR MONTAGE-PLUS, 3" AIR SPACE, FLUSH BOTTOM PANEL \$71 PER FOOT

ALLOW 4-6 WEEK DELIVERY

PERMIT AND ENGINEERING COSTS ARE EXTRA IF REQUIRED

LET ME KNOW IF YOU HAVE ANY QUESTIONS

THANK YOU

RODNEY KELLOGG
SALES
303-472-3555



To: Board of Directors, Powhatan Community Authority

Form: Ann Finn

Date: August 1, 2023

Re: Herbicide Alternatives for Weed Control

Public Alliance received a request to investigate herbicide alternatives for weed control. Sarah Warner worked with BrightView Landscape Services on available options. Attached for your review are the following documents:

1. BrightView's statement regarding current weed control chemical usage.
2. BrightView's cost estimates for using an alternative chemical (Mirimichi /\$25,954 v Ranger Pro/ \$2,732). Price difference is due to BrightView's ability to secure lower prices when buying in Ranger Pro in bulk quantities, the need to use four times the amount of the alternative product and the purchase of additional spray tanks to keep chemicals separated.
3. BrightView's estimate for hand pulling weeds (\$2,080 per occurrence). Based on experience, this service will be required if an alternative herbicide is used to completely remove weeds from rock/mulch beds.
4. Ranger Pro Herbicide information sheet.
5. Mirimichi Green Pro Weed Control information sheet.
6. Trimec Classic Broadleaf Herbicide information sheet.
7. Summary of landscape maintenance budget.

**BrightView Statement – Current Weed Control Chemical Usage
2023 landscaping season - Powhaton Metropolitan District.**

Products used – please see additional product specification sheets.

Ranger Pro – Currently using in place of Round Up. Spot spray only in landscape rock and mulch beds.

Trimec Herbicide – Native grass broadcast spray in limited areas of noticeable weeds.

Per BrightView Account Manager –

Ranger Pro is only used as a spot spray treatment on the weeds with backpack sprayers targeting individual weeds in landscaping beds. We replaced the previous product simply due to all the information surrounding Round Up. This is used on weeds that are present in rock and mulch beds that are considered too small to hand pull. If a weed is taller than three inches, our crew members are instructed to hand pull that weed. It is also used to do the tree ring sprays per contract. The purpose of tree rings sprays is to keep the lawnmowers from hitting the base of trees which can damage the tree bark and potentially bring in disease to the tree. We try to use it sparingly due to the cost of the product and to try to be good stewards to the environment. The Ranger Pro is an herbicide that targets weeds and an industry alternative to Round Up along with similar products that are used consistently within the Colorado landscaping industry.

Trimec is used as a broadleaf weed spray. This is used in turf and native areas. When this product is used it is broadcast only in areas where weeds are present and we are not spraying entire areas due to the high cost of the product and to be environmentally conscience. This product is also consistently used within the Colorado landscaping industry.

With both products, care is used to avoid product drift in the wind.

Please let me know if you have any further questions or need additional information as I could get our regional chemical manager involved.

Thank you,

Mike Olson
Account Manager
Brightview Landscaping- Denver East

Proposal for Extra Work at Powhaton Community Authority

Property Name	Powhaton Community Authority	Contact	Sarah Warner
Property Address	26030 E. Byers Place Aurora, CO 80018	To	Powhaton Community Authority
		Billing Address	405 Urban St Ste 310 Lakewood, CO 80228
Project Name	Powhaton District_Alternate Weed Spray		
Project Description	Alternate weed control spray		

Scope of Work

Proposal is to show the cost difference between the current weed control product used on site compared to an alternative weed control product and is strictly an estimate. This product gets spot sprayed weekly where weeds are present in rock/mulch beds. This includes product and labor to spray.

Reason for the large difference in pricing is due to the cost of the alternative product itself. Brightview prices all contracts with the current product and is able to secure lower pricing due to the bulk quantities. It has also been observed that we need to use at least four times the amount of the product when doing the mixtures in the spray tanks and also need to purchase additional spray tanks to not cross contaminate the products.

QTY	UoM/Size	Material/Description	Unit Price	Total
Alternative Weed Spray			Subtotal	\$25,954.00
1.00	LUMP SUM	Mirimichi weed spray- annual contract cost to spray weekly for weed control in all rock/mulch beds throughout community.	\$25,954.00	\$25,954.00
Ranger Pro (Current)			Subtotal	\$2,732.00
1.00	LUMP SUM	Ranger Pro weed spray- annual contract cost to spray weekly for weed control in rock/mulch beds throughout community.	\$2,732.00	\$2,732.00

For internal use only

SO# 8181312
JOB# 400600485
Service Line 130

Total Price \$28,686.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
12570 E. 39th Ave, Denver, CO 80239 ph. (303) 288-2701 fax (303) 288-2715

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

Customer:

Signature

Title

District Manager

Sarah Warner
Printed Name

Date

July 25, 2023

BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature

Title

Michael Olson

July 25, 2023

Printed Name

Date

Job #: 400600485

SO #: 8181312

Proposed Price: \$28,686.00

Proposal for Extra Work at Powhaton Community Authority

Property Name	Powhaton Community Authority	Contact	Sarah Warner
Property Address	26030 E. Byers Place Aurora, CO 80018	To	Powhaton Community Authority
		Billing Address	405 Urban St Ste 310 Lakewood, CO 80228
Project Name	Powhaton District_Hand Pulling Weeds		
Project Description	Hand pulling of weeds throughout the community on as needed basis		

Scope of Work

This proposal is to hand pull weeds throughout the community based upon the experience of using an alternative weed control product. The alternative product does not fully take out weeds that are present or perform as well as the current product used. What has been noticed is that once a weed is sprayed the top half of the weed may die, but the bottom half stays in an upright position causing it to be droopy, meaning hand pulling would be the option to completely remove from the rock/mulch bed.

This is an estimate of time and would only be completed on a requested basis and is per occurrence. This time could fluctuate depending on the amount of weeds present, time of the season, and would be billed on a true use of time basis as it would be difficult to truly quantify based on a number of factors.

QTY	UoM/Size	Material/Description	Unit Price	Total
32.00	HOUR	Hand pulling of weeds in rock/mulch beds throughout the community per occurrence as requested.	\$65.00	\$2,080.00

For internal use only

SO# 8181373
JOB# 400600485
Service Line 130

Total Price \$2,080.00

THIS IS NOT AN INVOICE

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12570 E. 39th Ave, Denver, CO 80239 ph. (303) 288-2701 fax (303) 288-2715

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3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
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5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
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14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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Customer:

Signature

Title

District Manager

Sarah Warner
Printed Name

Date

July 25, 2023

BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature

Title

Michael Olson
Printed Name

Date

July 25, 2023

Job #: 400600485

SO #: 8181373

Proposed Price: \$2,080.00

SAFETY DATA SHEET



RANGER PRO® HERBICIDE

Version 1.0 / USA
102000037601

1/11
Revision Date: 08/06/2020
Print Date: 08/17/2020

SECTION 1: IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

Product identifier

Trade name	RANGER PRO® HERBICIDE
Product code (UVP)	86775093
SDS Number	102000037601
EPA Registration No.	524-517

Relevant identified uses of the substance or mixture and uses advised against

Identified uses	Herbicide
Restrictions on use	See product label for restrictions.
Information on supplier	
Supplier	Bayer Environmental Science A division of Bayer CropScience LP 500 Centregreen Way, Suite 400 Cary, NC 27513 USA
Responsible Department	Email: SDSINFO.BCS-NA@bayer.com
Emergency telephone no.	
Emergency Telephone Number (24hr/ 7 days)	1-800-334-7577
Product Information Telephone Number	1-800-331-2867

SECTION 2: HAZARDS IDENTIFICATION

Classification in accordance with regulation HCS 29CFR §1910.1200
Acute toxicity(Inhalation): Category 4

Labelling in accordance with regulation HCS 29CFR §1910.1200



Signal word: Warning

Hazard statements
Harmful if inhaled.

SAFETY DATA SHEET



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Revision Date: 08/06/2020
Print Date: 08/17/2020

Precautionary statements

Avoid breathing mist/ vapours/ spray.
Use only outdoors or in a well-ventilated area.
IF INHALED: Remove person to fresh air and keep comfortable for breathing.
Call a POISON CENTER/doctor/physician if you feel unwell.

Hazards Not Otherwise Classified (HNOC)

No physical hazards not otherwise classified.
No health hazards not otherwise classified.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Hazardous Component Name	CAS-No.	Concentration % by weight
Isopropylamine salt of glyphosate	38641-94-0	41.0
Surfactant blend (proprietary)		$\geq 5.0 - \leq 10.0$

The specific chemical identity and/or concentration range is being withheld because it is trade secret information.

SECTION 4: FIRST AID MEASURES

Description of first aid measures

General advice	When possible, have the product container or label with you when calling a poison control center or doctor or going for treatment.
Inhalation	Move to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a physician or poison control center immediately.
Skin contact	Wash off immediately with plenty of water for at least 15 minutes. Take off contaminated clothing and shoes immediately. Call a physician or poison control center immediately.
Eye contact	Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse out mouth and give water in small sips to drink. DO NOT induce vomiting unless directed to do so by a physician or poison control center. Never give anything by mouth to an unconscious person. Do not leave victim unattended.

Most important symptoms and effects, both acute and delayed

Symptoms	To date no symptoms are known.
Indication of any immediate medical attention and special treatment needed	
Risks	This product is not a cholinesterase inhibitor.

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Treatment	Treatment with atropine and oximes is not indicated. Appropriate supportive and symptomatic treatment as indicated by the patient's condition is recommended.
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SECTION 5: FIREFIGHTING MEASURES

Extinguishing media

Suitable	Use water spray, alcohol-resistant foam, dry chemical or carbon dioxide.
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Unsuitable	High volume water jet
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Special hazards arising from the substance or mixture	In the event of fire the following may be released: Carbon monoxide (CO), Carbon dioxide (CO ₂), Nitrogen oxides (NO _x), Oxides of phosphorus
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Advice for firefighters

Special protective equipment for firefighters	In the event of fire and/or explosion do not breathe fumes. Firefighters should wear NIOSH approved self-contained breathing apparatus and full protective clothing. Equipment should be thoroughly decontaminated after use.
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Further information	Keep out of smoke. Fight fire from upwind position. Cool closed containers exposed to fire with water spray. Do not allow run-off from fire fighting to enter drains or water courses.
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Flash point	does not flash
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Auto-ignition temperature	No data available
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Lower explosion limit	Not applicable
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Upper explosion limit	Not applicable
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Explosivity	Not explosive
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SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Precautions	Use personal protective equipment. Keep unauthorized people away. Avoid contact with spilled product or contaminated surfaces.
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Methods and materials for containment and cleaning up

Methods for cleaning up	Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Collect and transfer the product into a properly labelled and tightly closed container. Keep in suitable, closed containers for disposal. Clean contaminated floors and objects thoroughly, observing environmental regulations.
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Print Date: 08/17/2020

Additional advice	Use personal protective equipment. If the product is accidentally spilled, do not allow to enter soil, waterways or waste water canal. Do not allow product to contact non-target plants.
Reference to other sections	Information regarding safe handling, see section 7. Information regarding personal protective equipment, see section 8. Information regarding waste disposal, see section 13.

SECTION 7: HANDLING AND STORAGE

Precautions for safe handling

Advice on safe handling	Avoid contact with skin, eyes and clothing. Ensure adequate ventilation.
Hygiene measures	Wash hands thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, using the toilet or applying cosmetics. Remove Personal Protective Equipment (PPE) immediately after handling this product. Remove soiled clothing immediately and clean thoroughly before using again. Wash thoroughly and put on clean clothing. Keep working clothes separately. Garments that cannot be cleaned must be destroyed (burnt).

Conditions for safe storage, including any incompatibilities

Requirements for storage areas and containers	Store in original container. Store in a cool, dry place and in such a manner as to prevent cross contamination with other crop protection products, fertilizers, food, and feed. Store in a place accessible by authorized persons only. Reacts with galvanised steel or unlined mild steel to produce hydrogen, a highly flammable gas that could explode. Protect from freezing. Partial crystallization may occur on prolonged storage below the minimum storage temperature. Freezing will affect the physical condition but will not damage the material. Thaw and mix before using.
Advice on common storage	Keep away from food, drink and animal feedingstuffs.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

No known occupational limit values.

Exposure controls

Personal protective equipment

In normal use and handling conditions please refer to the label and/or leaflet. In all other cases the following recommendations would apply.

Respiratory protection	When respirators are required, select NIOSH approved equipment based on actual or potential airborne concentrations and in accordance with the appropriate regulatory standards and/or industry recommendations.
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Revision Date: 08/06/2020
Print Date: 08/17/2020

Hand protection	Please observe the instructions regarding permeability and breakthrough time which are provided by the supplier of the gloves. Also take into consideration the specific local conditions under which the product is used, such as the danger of cuts, abrasion, and the contact time. Chemical-resistant gloves (barrier laminate, butyl rubber, nitrile rubber or Viton) Wash gloves when contaminated. Dispose of when contaminated inside, when perforated or when contamination on the outside cannot be removed. Wash hands frequently and always before eating, drinking, smoking or using the toilet.
Eye protection	Use tightly sealed goggles and face protection.
Skin and body protection	Wear long-sleeved shirt and long pants and shoes plus socks.
General protective measures	Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and warm/tepid water. Keep and wash PPE separately from other laundry.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Form	Liquid, clear
Colour	light yellow to amber
Odour	sweet
Odour Threshold	No data available
pH	4.4 - 5.0 (8 %) (23 °C) (deionized water)
Melting point/range	No data available
Boiling Point	No data available
Flash point	does not flash
Flammability	No data available
Auto-ignition temperature	No data available
Minimum ignition energy	Not applicable
Self-accelarating decomposition temperature (SADT)	No data available
Upper explosion limit	Not applicable
Lower explosion limit	Not applicable
Vapour pressure	No significant volatility.

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Print Date: 08/17/2020

Evaporation rate	No data available
Relative vapour density	No data available
Relative density	1.162 (20 °C)
Density	1.17 g/cm ³ (20 °C)
Water solubility	completely miscible
Partition coefficient: n-octanol/water	Glyphosate: log Pow: -3.2
Viscosity, dynamic	No data available
Viscosity, kinematic	No data available
Oxidizing properties	No data available
Explosivity	Not explosive
Other information	Further safety related physical-chemical data are not known.

SECTION 10: STABILITY AND REACTIVITY

Reactivity

Thermal decomposition	Stable under normal conditions.
Chemical stability	Stable under recommended storage conditions.
Possibility of hazardous reactions	Reacts with galvanised steel or unlined mild steel to produce hydrogen, a highly flammable gas that could explode.
Conditions to avoid	Extremes of temperature and direct sunlight.
Incompatible materials	Galvanised steel, Unlined mild steel
Hazardous decomposition products	No decomposition products expected under normal conditions of use.

SECTION 11: TOXICOLOGICAL INFORMATION

Exposure routes	Skin contact, Eye contact, Inhalation
Immediate Effects	
Eye	May cause eye irritation.
Skin	Not expected to produce significant adverse effects when recommended use instructions are followed.
Ingestion	Not expected to produce significant adverse effects when recommended use instructions are followed.

SAFETY DATA SHEET



RANGER PRO® HERBICIDE

Version 1.0 / USA
102000037601

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Revision Date: 08/06/2020
Print Date: 08/17/2020

Inhalation May be harmful if inhaled.

Information on toxicological effects

Acute oral toxicity LD50 (Rat) 5,108 mg/kg
Test conducted with a similar formulation.

Acute inhalation toxicity LC50 (Rat) 2.9 mg/l
Exposure time: 4 h
Determined in the form of liquid aerosol.
Test conducted with a similar formulation.

Acute dermal toxicity LD50 (Rat) > 5,000 mg/kg
Test conducted with a similar formulation.
No deaths

Skin corrosion/irritation No skin irritation (Rabbit)
Test conducted with a similar formulation.

Serious eye damage/eye irritation Slight irritant effect - does not require labelling. (Rabbit)
Test conducted with a similar formulation.

Respiratory or skin sensitisation Skin: Non-sensitizing. (Guinea pig)
OECD Test Guideline 406, Buehler test
Test conducted with a similar formulation.

Assessment STOT Specific target organ toxicity – single exposure

Glyphosate: Based on available data, the classification criteria are not met.

Assessment STOT Specific target organ toxicity – repeated exposure

Glyphosate did not cause specific target organ toxicity in experimental animal studies.

Assessment mutagenicity

Glyphosate was not mutagenic or genotoxic in a battery of in vitro and in vivo tests.

Assessment carcinogenicity

Glyphosate was not carcinogenic in lifetime feeding studies in rats and mice.
Important comment to IARC Listing: Our expert opinion is that classification as a carcinogen is not warranted.

ACGIH

None.

NTP

None.

IARC

Isopropylamine salt of glyphosate

38641-94-0

Overall evaluation: 2A

OSHA

None.

Assessment toxicity to reproduction

Glyphosate did not cause reproductive toxicity in a two-generation study in rats.

SAFETY DATA SHEET



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Assessment developmental toxicity

Glyphosate did not cause developmental toxicity in rats and rabbits.

Aspiration hazard

Based on available data, the classification criteria are not met.

Further information

The toxicological data refer to a similar formulation.

SECTION 12: ECOLOGICAL INFORMATION

Toxicity to fish	LC50 (Oncorhynchus mykiss (rainbow trout)) 5.4 mg/l static test; Exposure time: 96 h Test conducted with a similar formulation.
Chronic toxicity to fish	Oncorhynchus mykiss (rainbow trout) flow-through test NOEC: ≥ 9.63 mg/l The value mentioned relates to the active ingredient glyphosate.
Toxicity to aquatic invertebrates	EC50 (Daphnia magna (Water flea)) 11 mg/l static test; Exposure time: 48 h Test conducted with a similar formulation.
Chronic toxicity to aquatic invertebrates	EC50 (Daphnia magna (Water flea)): 12.5 mg/l Exposure time: 21 d The value mentioned relates to the active ingredient glyphosate.
Toxicity to aquatic plants	EbC50 (Raphidocelis subcapitata (freshwater green alga)) 12.4 mg/l static test; Exposure time: 72 h Test conducted with a similar formulation. NOEC (Raphidocelis subcapitata (freshwater green alga)) 6.3 mg/l static test; Exposure time: 72 h Test conducted with a similar formulation.
Biodegradability	Glyphosate: Not rapidly biodegradable
Koc	Glyphosate: Koc: 6920
Bioaccumulation	Glyphosate: Does not bioaccumulate.
Mobility in soil	Glyphosate: Immobile in soil
Results of PBT and vPvB assessment	
PBT and vPvB assessment	Glyphosate: This substance is not considered to be persistent, bioaccumulative and toxic (PBT). This substance is not considered to be very persistent and very bioaccumulative (vPvB).
Additional ecological	No further ecological information is available.

SAFETY DATA SHEET



RANGER PRO® HERBICIDE

Version 1.0 / USA
102000037601

9/11
Revision Date: 08/06/2020
Print Date: 08/17/2020

information

Environmental precautions Apply this product as specified on the label.
Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark.
Do not contaminate surface or ground water by cleaning equipment or disposal of wastes, including equipment wash water.
Retain and dispose of contaminated wash water.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste treatment methods

Product It is best to use all of the product in accordance with label directions. If it is necessary to dispose of unused product, please follow container label instructions and applicable local guidelines.
Do not contaminate water, food, or feed by disposal.
Follow all local/regional/national/international regulations.

Contaminated packaging Follow advice on product label and/or leaflet.
Do not re-use empty containers.
Triple rinse containers.
Puncture container to avoid re-use.
Completely empty container into application equipment, then dispose of empty container in a sanitary landfill, by incineration or by other procedures approved by state/provincial and local authorities.
If burned, stay out of smoke.

RCRA Information Characterization and proper disposal of this material as a special or hazardous waste is dependent upon Federal, State and local laws and are the user's responsibility. RCRA classification may apply.

SECTION 14: TRANSPORT INFORMATION

According to national and international transport regulations this material is not classified as dangerous goods / hazardous material.

Freight Classification: COMPOUNDS, TREE OR WEED KILLING, N.O.I. other than poison, HAVING A DENSITY OF 20 LBS OR GREATER PER CUBIC FOOT

SECTION 15: REGULATORY INFORMATION

EPA Registration No. 524-517

SAFETY DATA SHEET



RANGER PRO® HERBICIDE

Version 1.0 / USA
102000037601

10/11
Revision Date: 08/06/2020
Print Date: 08/17/2020

US Federal Regulations

TSCA list

Water 7732-18-5

Polyethylene glycol 25322-68-3

US. Toxic Substances Control Act (TSCA) Section 12(b) Export Notification (40 CFR 707, Subpt D)

No export notification needs to be made.

SARA Title III - Section 302 - Notification and Information

Not applicable.

SARA Title III - Section 313 - Toxic Chemical Release Reporting

None.

US States Regulatory Reporting

CA Prop65

This product does not contain any substances known to the State of California to cause cancer.

This product does not contain any substances known to the State of California to cause reproductive harm.

US State Right-To-Know Ingredients

Polyethylene glycol 25322-68-3 MN

Environmental

CERCLA

None.

Clean Water Section 307(a)(1)

None.

Safe Drinking Water Act Maximum Contaminant Levels

None.

EPA/FIFRA Information:

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information required on the pesticide label:

Signal word: Caution!

Hazard statements: Causes eye irritation.

SECTION 16: OTHER INFORMATION

Abbreviations and acronyms

49CFR	Code of Federal Regulations, Title 49
ACGIH	US. ACGIH Threshold Limit Values
ATE	Acute toxicity estimate
CAS-Nr.	Chemical Abstracts Service number
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act

SAFETY DATA SHEET



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EINECS	European inventory of existing commercial substances
ELINCS	European list of notified chemical substances
IARC	International Agency for Research on Cancer
IATA	International Air Transport Association
IMDG	International Maritime Dangerous Goods
N.O.S.	Not otherwise specified
NTP	US. National Toxicology Program (NTP) Report on Carcinogens
OECD	Organization for Economic Co-operation and Development
TDG	Transportation of Dangerous Goods
TWA	Time weighted average
UN	United Nations
WHO	World health organisation

NFPA 704 (National Fire Protection Association):

Health - 1 Flammability - 1 Instability - 1 Others - none

HMIS (Hazardous Materials Identification System, based on the Third Edition Ratings Guide)

Health - 2 Flammability - 1 Physical Hazard - 1 PPE -

0 = minimal hazard, 1 = slight hazard, 2 = moderate hazard, 3 = severe hazard, 4 = extreme hazard

Reason for Revision: New Safety Data Sheet.

Revision Date: 08/06/2020

This information is provided in good faith but without express or implied warranty. The customer assumes all responsibility for safety and use not in accordance with label instructions. The product names are registered trademarks of Bayer.



MIRIMICHI GREEN™
Activate Nature.

Mirimichi Green PRO Weed Control

PEEL HERE ➤

Non-selective Herbicide

For Organic Production

NOT FOR FOOD USE

FOR AGRICULTURAL USE

FOR CONTACT SPRAY CONTROL OR BURNDOWN OF WEEDS AND GRASSES FOR ORNAMENTALS, TURF, NURSERIES AND GREENHOUSES.

FOR COMMERCIAL USE

FOR CONTACT SPRAY CONTROL OR BURNDOWN OF WEEDS AND GRASSES. FOR USE IN STRUCTURAL PEST CONTROL, CONTROL OF VEGETATION IN PASTURE AND RANGELAND. FOR USE IN PARKS, GOLF COURSES, GREENHOUSES AND COMMERCIAL TURF AND GROUNDS.



Active ingredient:		
Ammonium Nonanoate.....	40.0 wt. %	
Other ingredients	60.0 wt. %	
Total	100.00 wt. %	

Mirimichi Green PRO Weed Control contains 3.3 lbs. of ammonium nonanoate per US gallon

KEEP OUT OF REACH OF CHILDREN WARNING “AVISO”

**"Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle.
(If you do not understand the label, find someone to explain it to you in detail.)"**

FIRST AID	
If in eyes	<ul style="list-style-type: none">• Hold eye open and rinse slowly and gently with water for 15-20 minutes.• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.• Call a poison control center or doctor for treatment advice.
If inhaled	<ul style="list-style-type: none">• Move person to fresh air.• If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible.• Call a poison control center or doctor for further treatment advice.
If on skin or clothing	<ul style="list-style-type: none">• Take off contaminated clothing.• Rinse skin immediately with plenty of water for 15-20 minutes.• Call a poison control center or doctor for treatment advice.
EMERGENCY NUMBER	
FOR 24 HOUR EMERGENCY MEDICAL ASSISTANCE, CALL THE NATIONAL POISON CONTROL CENTER 1-800-222-1222	
Have the product container or label with you when calling a poison control center or doctor.	

This product is protected by U. S. Patent No. 6,323,156

EPA Reg. No. 87663-3-90778
EPA Est. No. 7701-TN-01

Net Contents:

- ☐ 2.5 Gallons (9.46 L)
☐ 30 Gallons (113.56 L)
☐ 250 Gallons (946.353 L)





ENVIRONMENTAL HAZARDS

For terrestrial uses: This pesticide is toxic to fish and aquatic invertebrates. Use care when applying in areas adjacent to any body of water. Do not apply directly to water, to areas where surface water is present, or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment wash water or rinsate. Drift and runoff may be hazardous to aquatic organisms in water adjacent to treated areas. Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans, or other waters unless in accordance with the requirements of a National Pollutant Discharge Elimination System (NPDES) permit and the permitting authority has been notified in writing prior to discharge. Do not discharge effluent containing this product to sewer systems without previously notifying the local sewage treatment plant authority. For guidance contact your State Water Board or Regional Office of the EPA.

PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS

Warning. Causes substantial, but temporary eye irritation. Do not get in eyes or on clothing. Wear goggles. Harmful if inhaled. Avoid breathing spray mist. Causes moderate skin irritation. Avoid contact with skin or on clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum or using tobacco. Remove and wash contaminated clothing before reuse.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Applicators and other handlers must wear:

- Protective eyewear
- Coveralls worn over short-sleeve shirt and short pants
- Socks and chemical resistant footwear
- Chemical resistant gloves
- When mixing and loading wear a chemical resistant apron

Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them. Follow the manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergents and hot water. Keep and wash PPE separately from other laundry.

USER SAFETY RECOMMENDATIONS

Users should:

- Remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your State or Tribe, consult the State/Tribal agency responsible for pesticide regulation.

NON-AGRICULTURAL USE REQUIREMENTS

The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard for agricultural pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries, or greenhouses.

Keep unprotected persons out of treated areas until sprays have dried.

AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR Part 170. This standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE), and restricted-entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard. Do not enter or allow worker entry into treated areas during the restricted-entry interval (REI) of 4 hours. PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated such as plants, soil, or water is:

- Coveralls worn over short-sleeve shirt and short pants
- Socks and chemical resistant footwear
- Chemical resistant gloves
- Protective eyewear

METHODS OF USE AND GENERAL APPLICATION INSTRUCTIONS

General Instructions:

Mirimichi Green PRO Weed Control is a contact non-selective herbicide for spray application only to undesirable plant growth. Do not allow spray to contact any green plant parts of desirable plants. **Mirimichi Green PRO Weed Control** provides control and burndown suppression of annual and perennial broadleaf and grass weeds. Spore producing plants such as mosses and liverworts are also controlled. The amount of burndown and the duration of weed suppression may be reduced when weed growth conditions are unfavorable or when plants are mature.

Mirimichi Green PRO Weed Control is non-volatile and water soluble for foliar application in tractor powered field-type sprayers or manual pump sprayers. Complete and uniform coverage of weeds by the spray solution is required for the best weed control. Plant foliage will change from a green color to brown/black necrotic tissue within one to two hours after spray application of **Mirimichi Green PRO Weed Control** diluted with water. **Mirimichi Green PRO Weed Control** effect on plant tissue may be more rapid in warm weather than in cold conditions. However, weed control is normally unaffected by temperature.

Mirimichi Green PRO Weed Control herbicide is a soap product which penetrates the cell walls of plants to disrupt the cellular organization of physiological functions which are compartmentalized by membranes within the cell walls. Plant growth ceases when cellular contents are mixed which causes brown necrotic plant tissue.

Mirimichi Green PRO Weed Control does not migrate through the soil and is not translocated in plants. To ensure satisfactory control, plant leaves must be thoroughly and uniformly covered with the spray solution. **Mirimichi Green PRO Weed Control** does not provide any residual weed control in soil to affect germinating weed seeds.





Mixing and Application Instructions:

For use, **Mirimichi Green PRO Weed Control** is diluted with water to the specified concentration for effective control of the undesirable vegetation. Apply using standard methods of liquid herbicide application. Dilution must be in accordance with label instructions. Do not apply this product through any type of irrigation system.

A 12% v/v dilution is recommended for most weed control situations and based on the results, applicators may increase or decrease spray concentrations as discussed in the following text and tables to obtain better control or to reduce herbicide use.

The degree of dilution for application is based on the concentration of active ingredient needed for the size of vegetation to be suppressed or the rate of herbicidal effect desired. The larger the vegetation, the higher the concentration (less dilution of Mirimichi Green PRO Weed Control) required for rapid action. See required concentration for variously sized weeds and grasses in Dosage and Application Rates Section. Hard to control or suppress weeds (perennial weeds and some grasses) may require several applications for complete control.

Spray equipment options include hand-held, boom sprayers, pressure sprayers and hose-end sprayers. Spray nozzles that produce a uniform spray will give maximum coverage of the leaves and improved weed control.

Mirimichi Green PRO Weed Control is completely soluble in water and when uniformly mixed, no additional mixing or agitation is required.

Application Precautions:

- Do not apply to weeds when wet from dew, rain or irrigation.
- Do not irrigate within 2 hours after application
- Do not apply if rainfall is expected within 2 hours.

During application, some foaming may occur; however, weed control is unaffected if the foam is deposited on the plant surface and is not blown away as drift. Foaming can be reduced by using the minimum spray pressure required for a uniform application to the target weeds. Use low spray pressure to reduce foaming and avoid contact with desirable plants. Most spray nozzles are designed to operate at 10 to 15 psi and provide uniform spray coverage of weeds.

Mixing:

Fill sprayer tank with half the required amount of water, add the full amount of **Mirimichi Green PRO Weed Control** to be used (see Dilution Factors below), then fill the sprayer tank with the remainder of the water required for the desired final concentration. Since **Mirimichi Green PRO Weed Control** is completely soluble in water and when uniformly dispersed in water, continuous mixing or agitation is not required.

Broadcast Application with Field Sprayer Boom Equipment

The amount of weed vegetation will determine the spray volume required for complete coverage of undesired plants (weeds). Weed vegetation conditions that affect spray coverage are number of weeds present, leaf shape, weed size and weed species. For weeds of over 1 inch height do not use less than 30 gal/acre. Large weeds of 12 to 18 inch height may require 80 to 125 gal/acre or more for control.

Hand-Held Equipment

Thorough saturation of the foliage and stems is required for control, but stop sprays when run-off from weed leaves occurs. Use low spray pressure to reduce foaming and avoid contact with desirable plants. Most spray nozzles are designed to operate at 10 to 15 psi and provide uniform spray coverage of weeds.

Directed Spray Equipment

Use a shielded sprayer to prevent spray contact on desirable plants. Avoid spray contact of green plant stems or green bark of young trees and shrubs.

NOTE: In areas of hard water, the final mixture may appear milky. This condition does not change the effectiveness of the treatment. Some visible foam may appear on the leaves as the plants are sprayed. Overspray or drift onto desirable plants is usually not a serious problem because leaves and stems require a thoroughly wet spray coverage for significant injury. Repeat applications as often as necessary to obtain desired control.

Dosage and Application Rates:

For general weed and grass control, rates are based on the size of the plants and/or the desired speed of kill. The larger the plants, the higher the dosage rates needed to ensure maximum herbicidal activity. Also, the higher the concentration, the quicker the plants wilt and turn brown. Apply **Mirimichi Green PRO Weed Control** spray solutions only when weed surfaces are dry.

The rate table presents the suggested percent volume/volume solutions of **Mirimichi Green PRO Weed Control** to use for application as follows:

- Use a 6 to 8 % V/V **Mirimichi Green PRO Weed Control** spray solution for control of annual weeds of 1 inch height or less and for control of liverworts and mosses.
- Use an 8 to 10% V/V **Mirimichi Green PRO Weed Control** spray solution for control of annual weeds over 1 inch height and up to 4 inch height.
- Use a 10 to 13% V/V **Mirimichi Green PRO Weed Control** spray solution for weeds over 4 inch height and for hard to control weeds.
- A 15% V/V **Mirimichi Green PRO Weed Control** spray solution is the maximum labeled rate. Use this rate for hard to control perennial weeds or extremely dense weed growth.

Repeat spray applications as necessary to obtain the desired control or suppression of weeds from newly germinated weed seeds and regrowth from roots or stems.

WEED CONTROL RATE TABLE

Final Spray Volume (gallons)	Amount of Mirimichi Green PRO Weed Control for Percent V/V (Volume/Volume) Solution				
	6%	8%	10%	13%	15%
1	8 fl oz	10 fl oz	13 fl oz	1 pt	1.2 pt
2	1 pt	1.3 pt	1.6 pt	2 pt	2.4 pt
5	2.5 pt	3.3 pt	4 pt	5 pt	6 pt
10	5 pt	6.5 pt	1 gal	1.3 gal	1.5 gal
20	1.3 gal	1.6 gal	2 gal	2.6 gal	3.0 gal

Height of Plants
to be Controlled

-1 inch or less
-1 to 3 inches
-Above 3 inches

Spray
Solution (% V/V)

6 to 8%
8 to 10%
10 to 13%





Use Methods

Determine the weed control situation and select the use method required as follows:

A. Vegetative Burndown: Broadcast spray for weed control for no-till planting or seedbed preparation to control weeds prior to seeding or transplanting. Spot sprays may be used in ornamentals and turf.

B. Directed and shielded sprays: Spray nozzle type or configuration for directed spray or a shield placed around the nozzle to prevent spray contact on the foliage or green stems or bark. Directed/shielded spray applications to area between plastic mulch strips and staked crops for weed control.

PESTS

I. Weeds controlled or suppressed by **Mirimichi Green PRO Weed Control**:

COMMON NAMES	TAXONOMIC NAMES
Broadleaf Weeds:	
Algae	<i>Gloeocapsa magma</i>
Bittercress, hairy	<i>Cardamine hirsuta</i>
Chickweed, common	<i>Stellaria media</i>
Chickweed, mouse-ear	<i>Cerastium vulgatum</i>
Cocklebur, common	<i>Xanthium strumarium</i>
Corn spurry	<i>Spergula arvensis</i>
Cudweed, purple	<i>Gnaphalium purpureum</i>
Groundsel	<i>Senecio spp.</i>
Lambsquarters, common	<i>Chenopodium album</i>
Liverwort	<i>Machantia spp.</i>
Marestail or Horseweed rosettes	<i>Conyza canadensis</i>
Morningglory, annual	<i>Ipomoea spp.</i>
Moss	<i>Bryophyta</i>
Mustards	<i>Brassica spp.</i>
Oxalis or Woodsorrel	<i>Oxalis stricta</i>
Pansy, wild	<i>Viola tricolor</i>
Plantain	<i>Plantago spp.</i>
Pigweed, smooth and redroot	<i>Amaranthus spp.</i>
Mallow, roundleaved	<i>Malva spp.</i>
Moneywort	<i>Lysimachia nummularia</i>
Shepherdspurse	<i>Capsella bursa-pastoris</i>
Sorrel, sheep	<i>Rumex acetosella</i>
Spurge, spotted	<i>Euphorbia maculata</i>
Field pennycress	<i>Thlaspi arvense</i>
Velvetleaf	<i>Abutilon theophrasti</i>

Grass and Other Weeds:

Bentgrass, colonial	<i>Agrostis tenuis</i>
Bluegrass, annual	<i>Poa annua</i>
Crabgrass, large	<i>Digitaria sanguinalis</i>
Fescue, creeping red	<i>Festuca rubra</i>
Fescue, hard	<i>Festuca ovina</i>
Nimblewill	<i>Muhlenbergia scheberi</i>
Onion, wild	<i>Allium canadense</i>
Ryegrass, perennial	<i>Lolium perenne</i>
Star-of-Bethlehem	<i>Ornithogalum nutans</i>

II. Weeds Moderately Difficult to Control¹

Bermudagrass (Wireweed)	<i>Cynodon dactylon</i>
Bindweed, field	<i>Convolvulus arvensis</i>
Dandelion	<i>Taraxacum officinale</i>
Nutsedge, yellow	<i>Cyperus esculentus</i>
Ragweed, common	<i>Ambrosia artemisiifolia</i>

¹Use 13 to 15% V/V **Mirimichi Green PRO Weed Control** for control or suppression.

For non-medical emergencies or spills, see EMERION 7020 CONCENTRATE SDS or call CHEMTREC at 800-424-9300.

Warranty and Disclaimer Notice:

To the extent consistent with applicable law, Mirimichi Green Express LLC makes no warranty or guarantee of any kind, expressed or implied concerning the effects of use of this product, other than those specified on this label. Buyers or users accept all responsibility for results due to misuse or improper handling of this product.

Distributed by:
Mirimichi Green Express LLC
418 Hermitage Rd.
Castle Hayne, NC 28429
www.mgpros.com





MIRIMICHI GREEN™

Activate Nature.

For Organic Production

NOT FOR FOOD USE

FOR AGRICULTURAL USE

FOR CONTACT SPRAY CONTROL OR BURNDOWN OF WEEDS AND GRASSES FOR ORNAMENTALS, TURF, NURSERIES AND GREENHOUSES.

FOR COMMERCIAL USE

FOR CONTACT SPRAY CONTROL OR BURNDOWN OF WEEDS AND GRASSES. FOR USE IN STRUCTURAL PEST CONTROL, CONTROL OF VEGETATION IN PASTURE AND RANGELAND. FOR USE IN PARKS, GOLF COURSES, GREENHOUSES AND COMMERCIAL TURF AND GROUNDS.

Active ingredient:

Ammonium Nonanoate.....	40.0 wt. %
Other ingredients	60.0 wt. %
Total	100.00 wt. %

Mirimichi Green PRO Weed Control contains 3.3 lbs. of ammonium nonanoate per US gallon

KEEP OUT OF REACH OF CHILDREN WARNING "AVISO"

"Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand the label, find someone to explain it to you in detail.)"

FIRST AID

If in eyes	<ul style="list-style-type: none"> • Hold eye open and rinse slowly and gently with water for 15-20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. • Call a poison control center or doctor for treatment advice.
If inhaled	<ul style="list-style-type: none"> • Move person to fresh air. • If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. • Call a poison control center or doctor for further treatment advice.
If on skin or clothing	<ul style="list-style-type: none"> • Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15-20 minutes. • Call a poison control center or doctor for treatment advice.

EMERGENCY NUMBER

FOR 24 HOUR EMERGENCY MEDICAL ASSISTANCE, CALL THE NATIONAL POISON CONTROL CENTER 1-800-222-1222

Have the product container or label with you when calling a poison control center or doctor.

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

Warning. Causes substantial, but temporary eye irritation. Do not get in eyes or on clothing. Wear goggles. Harmful if inhaled. Avoid breathing spray mist. Causes moderate skin irritation. Avoid contact with skin or on clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum or using tobacco. Remove and wash contaminated clothing before reuse.

Mirimichi Green PRO Weed Control

Non-selective Herbicide



PERSONAL PROTECTIVE EQUIPMENT (PPE)

Applicators and other handlers must wear:

- Protective eyewear
- Coveralls worn over short-sleeve shirt and short pants
- Socks and chemical resistant footwear
- Chemical resistant gloves
- When mixing and loading wear a chemical resistant apron

Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them. Follow the manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergents and hot water. Keep and wash PPE separately from other laundry.

USER SAFETY RECOMMENDATIONS

Users should:

- Remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

STORAGE AND HANDLING

DO NOT contaminate water, food or feed by storage or disposal. Pesticide Storage: Store container in cool place until used. Store at temperatures above 32° F. Pesticide Disposal: Wastes resulting from use of this product must be disposed of on-site or at an approved waste disposal facility. Container Handling: Non-refillable Containers: Do not reuse or refill this container. Offer for recycling if available. Clean container promptly after emptying (liquid formulations). Non-refillable container equal to or less than 5 gals: Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container ¼ full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Non-refillable container between 5- 55 gals: Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container ¼ full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stack the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. Refillable container 5 gals to bulk: Refill this container with this pesticide only. Do not reuse this container for any other purpose. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the refiller. To clean the container before final disposal, empty the remaining contents from this container into application equipment or a mix tank. Fill the container about 10 percent full with water. Agitate vigorously or recirculate water with the pump for 2 minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing procedure two more times. Dispose of in a sanitary landfill or by other procedures approved by state and local authorities.

Please see the attached booklet for Directions for Use.

This product is protected by
U. S. Patent No. 6,323,156

EPA Reg. No. 87663-3-90778
EPA Est. No. 7701-TN-01

Net Contents:

- ☐ 2.5 Gallons (9.46 L)
☐ 30 Gallons (113.56 L)
☐ 250 Gallons (946.353 L)

Issue Date 06-Apr-2015

Revision Date 31-Aug-2021

Version 5.1

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND OF THE COMPANY/UNDERTAKING

Product identifier.

Product Name Trimec® Classic Broadleaf Herbicide

Other means of identification

Product Code PBI FP 881-6

EPA Pesticide Registration Number 2217-543

Recommended use of the chemical and restrictions on use

Recommended Use Herbicide

Uses advised against No information available

Details of the supplier of the safety data sheet

Supplier Address

PBI-Gordon Corporation
P.O. Box 860350
Shawnee, KS 66286

Company Name

PBI-Gordon Corporation
P.O. Box 860350
Shawnee, KS 66286

Manufacturer

PBI-Gordon Corporation
P.O. Box 860350
Shawnee, KS 66286

Emergency telephone number

24 Hour Emergency Phone Number Chemtrec 1-800-424-9300

2. HAZARDS IDENTIFICATION

Classification

OSHA Regulatory Status

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Acute Oral Toxicity	Category 4
Serious eye damage/eye irritation	Category 1
Skin Sensitization	Category 1
Chronic Aquatic Toxicity	Category 2
Flammable liquids	Category 3

Label elements

Emergency Overview

Signal word

Danger

Hazard statements

- Harmful if swallowed
- Causes serious eye damage
- May cause an allergic skin reaction
- Toxic to aquatic life with long lasting effects
- Flammable liquid and vapor



Appearance Liquid

Physical state Liquid

Odor Amines

Precautionary Statements - Prevention

Wash face, hands and any exposed skin thoroughly after handling
Do not eat, drink or smoke when using this product
Avoid breathing dust/fume/gas/mist/vapors/spray
Contaminated work clothing must not be allowed out of the workplace
Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking
Keep container tightly closed
Wear protective gloves/eye protection/face protection

Precautionary Statements - Response

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
Immediately call a POISON CENTER or doctor/physician
If skin irritation or rash occurs: Get medical advice/attention
Wash contaminated clothing before reuse
IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower
IF SWALLOWED: Call a POISON CENTER or doctor if you feel unwell
Rinse mouth
In case of fire: Use CO₂, dry chemical, or foam to extinguish

Precautionary Statements - Storage

Store in a well-ventilated place. Keep cool

Precautionary Statements - Disposal

Dispose of contents/container to an approved waste disposal plant

Hazards not otherwise classified (HNOC)

Have the product label with you when calling a poison control center or doctor or going in for treatment. You may also contact 1-877-800-5556 for emergency medical treatment advice.
The low flash point of this product is due to a minor component in the mixture. Based on independent laboratory testing of similar products, this product would not sustain combustion as specified in DOT Regulation 49 CFR 173 Appendix H; however OSHA HCS 2012 flammable classifications are solely based on tested mixture flash points and boiling points.

Other information

Not applicable.

3. COMPOSITION/INFORMATION ON INGREDIENTS**Substance**

Not applicable.

Mixture

Chemical name	CAS-No	Weight-%
2,4-D, dimethylamine salt	2008-39-1	25.93
MCPP-p Dimethylamine Salt	66423-09-4	6.93
Dimethylamine dicamba	2300-66-5	2.76
Trade Secret	Trade secret	0.5-1.5*

* The exact percentage (concentration) of composition has been withheld as a trade secret.

4. FIRST AID MEASURES**Description of first aid measures****General advice**

Show this safety data sheet to the doctor in attendance.

Eye contact

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes.
Remove contact lenses, if present and easy to do. Continue rinsing. Keep eye wide open while rinsing. Call a physician.

Skin contact

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In the case of skin irritation or allergic reactions see a physician.

Inhalation	Remove to fresh air. If symptoms persist, call a physician.
Ingestion	Clean mouth with water and drink afterwards plenty of water. Never give anything by mouth to an unconscious person. Do NOT induce vomiting. Call a physician.
Self-protection of the first aider	Use personal protective equipment as required. See section 8 for more information. Avoid contact with skin, eyes or clothing.

Most important symptoms and effects, both acute and delayed

Symptoms	No information available
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Indication of any immediate medical attention and special treatment needed

Note to physicians	May cause sensitization in susceptible persons. Treat symptomatically. Probable mucosal damage may contraindicate the use of gastric lavage.
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5. FIRE-FIGHTING MEASURES

<u>Suitable Extinguishing Media</u>	Dry chemical. Carbon dioxide (CO2). Water spray. Alcohol resistant foam.
<u>Unsuitable extinguishing media</u>	No information available.
<u>Specific hazards arising from the chemical</u>	In the event of fire and/or explosion do not breathe fumes. Thermal decomposition can lead to release of irritating and toxic gases and vapors.
<u>Explosion data</u>	
Sensitivity to mechanical impact	None.
Sensitivity to static discharge	None.
<u>Special protective equipment for fire-fighters</u>	As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

6. ACCIDENTAL RELEASE MEASURES**Personal precautions, protective equipment and emergency procedures**

Personal precautions	Avoid contact with skin, eyes or clothing. Use personal protective equipment as required. Evacuate personnel to safe areas. Keep people away from and upwind of spill/leak.
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Environmental precautions

Environmental precautions	Prevent entry into waterways, sewers, basements or confined areas Do not flush into surface water or sanitary sewer system Prevent further leakage or spillage if safe to do so Prevent product from entering drains See Section 12 for additional ecological information Avoid release to the environment Collect spillage Dispose of contents/container to an approved waste disposal plant
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Other information	Ventilate the area. Refer to protective measures listed in Sections 7 and 8.
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Methods and material for containment and cleaning up

Methods for containment	Stop leak if you can do it without risk. Do not touch or walk through spilled material. Dike far ahead of spill to collect runoff water. Keep out of drains, sewers, ditches and waterways.
Methods for cleaning up	Dam up. Soak up with inert absorbent material. Pick up and transfer to properly labeled containers.

7. HANDLING AND STORAGE**Precautions for safe handling**

Advice on safe handling Use personal protection equipment. Avoid breathing vapors or mists. Use according to package label instructions. Handle in accordance with good industrial hygiene and safety practice. Avoid contact with skin, eyes or clothing. Do not eat, drink or smoke when using this product. Take off contaminated clothing and wash before reuse.

Conditions for safe storage, including any incompatibilities

Storage Conditions Keep in properly labeled containers. Keep containers tightly closed in a dry, cool and well-ventilated place. Keep out of the reach of children. Keep from freezing.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Exposure Limits

Chemical name	ACGIH TLV	OSHA PEL	NIOSH IDLH
2,4-D, dimethylamine salt 2008-39-1	TWA: 10 mg/m ³ inhalable fraction S*	TWA: 10 mg/m ³	IDLH: 10 mg/m ³ , TWA: 10 mg/m ³
Trade Secret	STEL: 15 ppm TWA: 5 ppm	TWA: 10 ppm TWA: 18 mg/m ³ (vacated) TWA: 10 ppm (vacated) TWA: 18 mg/m ³	IDLH: 500 ppm TWA: 10 ppm TWA: 18 mg/m ³

Other Information Vacated limits revoked by the Court of Appeals decision in AFL-CIO v. OSHA, 965 F.2d 962 (11th Cir., 1992).

Appropriate engineering controls

Engineering controls Showers
Eyewash stations
Ventilation systems.

Individual protection measures, such as personal protective equipment

Eye/face protection Tight sealing safety goggles.

Hand protection Chemical resistant gloves.

Skin and body protection Wear long-sleeved shirt, long pants, socks and shoes.

Respiratory protection If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Positive-pressure supplied air respirators may be required for high airborne contaminant concentrations. Respiratory protection must be provided in accordance with current local regulations.

General hygiene considerations Contaminated work clothing should not be allowed out of the workplace. Regular cleaning of equipment, work area and clothing is recommended. Wash hands before breaks and immediately after handling the product. Avoid contact with skin, eyes or clothing. Wear suitable gloves and eye/face protection. Do not eat, drink or smoke when using this product.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Physical state Liquid
Appearance Liquid
Color Brown
Odor Amines
Odor threshold No information available

<u>Property</u>	<u>Values</u>	<u>Remarks • Method</u>
pH	7.5-8.5	
Melting point/freezing point	<35 °F	
Boiling point / boiling range	100 °C / 212 °F	
Flash point	58 °C / 136 °F	
Evaporation rate	< 1	
Flammability (solid, gas)	No data available	None known
Flammability Limit in Air		None known
Upper flammability limit:	No data available	
Lower flammability limit:	No data available	
Vapor pressure	<17 mm Hg @20°C	
Vapor density	>1	
Specific Gravity	1.1213	
Water solubility	Soluble in water	
Solubility in other solvents	No data available	None known
Partition coefficient	No data available	None known
Autoignition temperature	No data available	None known
Decomposition temperature	No data available	None known
<u>Other Information</u>		
Liquid Density	9.3379 pounds/gallon	
Bulk density	No information available	

10. STABILITY AND REACTIVITY

Reactivity

No information available.

Stability

Stable under recommended storage conditions

Possibility of hazardous reactions

None under normal processing.

Hazardous polymerization

Will not occur.

Conditions to avoid

Keep out of reach of children.

Incompatible materials

Strong acids. Strong bases. Strong oxidizing agents.

Hazardous decomposition products

May emit toxic fumes under fire conditions. Hydrogen chloride. Organochlorides. Nitrogen oxides (NOx). Carbon monoxide.

11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure

Product Information

Inhalation	Specific test data for the substance or mixture is not available.
Eye contact	Causes serious eye damage.
Skin contact	May be harmful in contact with skin.
Ingestion	Harmful if swallowed.

Component Information

Chemical name	Oral LD50	Dermal LD50	Inhalation LC50
2,4-D, dimethylamine salt 2008-39-1	= 625 mg/kg (Rat)	= 6536 mg/kg (Rat)	>= 5000 mg/m ³ (Rat) 4 h
Dimethylamine dicamba 2300-66-5	= 1267 mg/kg (Rat)	> 2000 mg/kg (Rabbit)	-
Trade Secret	= 698 mg/kg (Rat)	= 3900 mg/kg (Rat)	= 7340 ppm (Rat) 20 min

Symptoms related to the physical, chemical and toxicological characteristics

Symptoms No information available.

Acute toxicity**Numerical measures of toxicity - Product Information****Unknown Toxicity**

7 % of the mixture consists of ingredient(s) of unknown toxicity

7 % of the mixture consists of ingredient(s) of unknown acute oral toxicity

7 % of the mixture consists of ingredient(s) of unknown acute inhalation toxicity (gas)

7 % of the mixture consists of ingredient(s) of unknown acute inhalation toxicity (vapor)

7 % of the mixture consists of ingredient(s) of unknown acute inhalation toxicity (dust/mist)

LD50 Oral > 1550-2240 mg/kg (female rats)

LD50 Dermal > 2010 mg/kg (rabbit)

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Skin corrosion/irritation May cause skin irritation.

Serious eye damage/eye irritation Causes serious eye damage.

Respiratory or skin sensitization May cause sensitization by skin contact.

Germ cell mutagenicity No information available.

Carcinogenicity The International Agency for Research on Cancer (IARC) lists chlorophenoxy herbicides in its Group 2B (limited evidence for Carcinogenicity in humans.) The US EPA has given the chlorophenoxy Herbicides 2,4-D, 2,4-DP, MCPP, and MCPA a Class D classification (not classifiable as to human carcinogenicity.) More current 2,4-D lifetime feeding studies in rats and mice did not show carcinogenic effects and a recent World Health Organization (WHO) review of 2,4-D toxicology has concluded that 2,4-D is not a carcinogen.

Chemical name	ACGIH	IARC	NTP	OSHA
2,4-D, dimethylamine salt 2008-39-1	-	Group 2B	-	-
MCPP-p Dimethylamine Salt 66423-09-4	-	Group 2B	-	-

Legend

IARC (International Agency for Research on Cancer)

Group 2B - Possibly Carcinogenic to Humans

Reproductive toxicity No information available.

STOT - single exposure No information available.

STOT - repeated exposure No information available.

12. ECOLOGICAL INFORMATION

Ecotoxicity Toxic to aquatic life with long lasting effects.

Chemical name	Algae/aquatic plants	Fish	Toxicity to	Crustacea
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			microorganisms	
2,4-D, dimethylamine salt 2008-39-1	-	326: 96 h Cyprinus carpio mg/L LC50 static	-	-
Trade Secret	9: 96 h Pseudokirchneriella subcapitata mg/L EC50	111 - 125: 96 h Oncorhynchus mykiss mg/L LC50 127 - 349: 96 h Poecilia reticulata mg/L LC50 semi-static 120: 96 h Oncorhynchus mykiss mg/L LC50 static 210: 96 h Poecilia reticulata mg/L LC50 static 396: 96 h Brachydanio rerio mg/L LC50 static	EC50 = 26.8 mg/L 15 min	88.7: 48 h Daphnia magna Straus mg/L EC50

Persistence and degradability No information available.

Bioaccumulation No information available.

Other adverse effects No information available.

13. DISPOSAL CONSIDERATIONS

Waste treatment methods

Waste from residues/unused products Disposal should be in accordance with applicable regional, national and local laws and regulations.

Contaminated packaging Do not reuse empty containers.

US EPA Waste Number D001, See Section 2: Hazards not otherwise classified (HNOC).

14. TRANSPORT INFORMATION

Note: Products under 41 gallons not regulated by DOT. Below are designations for products over 41 gallons. See RQ

DOT

UN/ID no. UN3082
 Proper shipping name ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S.
 Hazard class 9
 Packing group III
 Reportable Quantity (RQ) 2,4-D, dimethylamine salt: RQ (lb)= 386.00 = 41 gallons
 Special Provisions 8, 146, 173, 335, IB3, T4, TP1, TP29
 Description UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (2,4-D, dimethylamine salt), 9, III, Marine pollutant

TDG

UN/ID no. UN3082
 Proper shipping name ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S.
 Hazard class 9
 Packing group III
 Description UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (2,4-D, dimethylamine salt), 9, III

MEX

UN/ID no. UN3082
 Proper shipping name ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S.
 Hazard class 9
 Special Provisions 274, 331, 335
 Packing group III
 Description UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (2,4-D,

dimethylamine salt), 9, III

ICAO (air)

UN/ID no.	UN3082
Proper shipping name	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S.
Hazard class	9
Packing group	III
Special Provisions	A97, A158, A197, A215
Description	UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (2,4-D, dimethylamine salt), 9, III

IATA

	Limited quantity applies with an inner packaging less than 5 L or gross package weight less than 30 kg.
UN number	UN3082
UN proper shipping name	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S.
Transport hazard class(es)	9
Packing group	III
Special Provisions	A97, A158, A197
Description	UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (2,4-D, dimethylamine salt), 9, III

IMDG

	Limited quantity applies with an inner packaging less than 5 L or gross package weight less than 30 kg.
UN number	UN3082
UN proper shipping name	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S.
Transport hazard class(es)	9
Packing group	III
EmS-No.	F-A, S-F
Special Provisions	274, 335, 969
Description	UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (2,4-D, DIMETHYLAMINE SALT), 9, III, MARINE POLLUTANT

15. REGULATORY INFORMATION**U.S. EPA Label Information****EPA Pesticide Registration Number** 2217-543**Federal Insecticide, Fungicide, Rodenticide Act Regulations**

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

EPA Pesticide Label

KEEP OUT OF REACH OF CHILDREN. DANGER. Hazards to Humans and Domestic Animals. DANGER: Corrosive. Causes irreversible eye damage. Causes skin irritation. Do not get into eyes, on skin or clothing. Harmful if absorbed through skin. Harmful if swallowed or inhaled. Avoid exposure to spray mist. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Environmental Hazards. This pesticide is toxic to fish and aquatic invertebrates and may adversely affect non-target plants. Do not apply directly to water, to areas where surface water is present, or to intertidal areas below the mean high water mark. Drift and runoff may be hazardous to aquatic organisms in water adjacent to treated areas. Do not contaminate water when disposing of equipment wash waters or rinsate. This chemical has properties and characteristics associated with chemicals detected in groundwater. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination. Application around a cistern or well may result in contamination of drinking water or groundwater.

International Inventories

TSCA	Not Listed
DSL/NDL	Not Listed
EINECS/ELINCS	Not Listed
ENCS	Not Listed
IECS	Not Listed

KECL	Not Listed
PICCS	Not Listed
AICS	Not Listed

Legend:

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory
DSL/NDL - Canadian Domestic Substances List/Non-Domestic Substances List
EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances
ENCS - Japan Existing and New Chemical Substances
IECSC - China Inventory of Existing Chemical Substances
KECL - Korean Existing and Evaluated Chemical Substances
PICCS - Philippines Inventory of Chemicals and Chemical Substances
AICS - Australian Inventory of Chemical Substances

US Federal Regulations**SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

Chemical name	SARA 313 - Threshold Values %
Dimethylamine dicamba - 2300-66-5	1.0

SARA 311/312 Hazard Categories

Should this product meet EPCRA 311/312 Tier reporting criteria at 40 CFR 370, refer to Section 2 of this SDS for appropriate classifications.

CWA (Clean Water Act)

This product contains the following substances which are regulated pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

Chemical name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Trade Secret	1000 lb	-	-	X

CERCLA

This material, as supplied, contains one or more substances regulated as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302).

Chemical name	Hazardous Substances RQs	Extremely Hazardous Substances RQs
2,4-D, dimethylamine salt 2008-39-1	100 lb	-
Trade Secret	1000 lb	-

US State Regulations**U.S. State Right-to-Know Regulations****US State Regulations**

Chemical name	New Jersey	Massachusetts	Pennsylvania
Trade Secret	X	-	X
Dimethylamine dicamba 2300-66-5	X	-	-
Trade Secret	X	X	X

16. OTHER INFORMATION

NFPA	Health hazards 3	Flammability 1	Instability 0	Physical and Chemical Properties -
HMIS	Health hazards 3	Flammability 1	Physical hazards 0	Personal protection X

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of PBI-Gordon Corporation's knowledge, information and belief at the date of this publication. The information given is designed only as guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any other process, unless specified in the text. PBI-GORDON CORPORATION MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COURSE OF PERFORMANCE OR USAGE OF TRADE. Given the variety of factors that can affect the use and application of this product, some of which are uniquely within the user's knowledge and control, it is essential that the user evaluate the product to determine whether it is fit for a particular purpose and suitable for user's method of use or application. Each user is also responsible for evaluating the conditions of use and designing the appropriate protective mechanisms to prevent employee exposures, property damage, or release to the environment. PBI-Gordon Corporation assumes no responsibility for injury to the recipient or third persons, or for any damage to any property resulting from misuse of the product.

End of Safety Data Sheet

Powhatan Community Authority (Landscape Maintenance Budget)

2023 Budget: \$65,000.00

Approved:

2023 Contract	\$	54,816.00
Winter Watering	\$	3,180.00
Trash	\$	520.00
Plant Health Care	\$	<u>37,598.00</u>
	\$	96,114.00

Proposed:

Mulch (park)	\$5,314.64	
Mulch (Ellsworth)	\$5,058.85	
Dead tree removal	\$1,553.73	
Stake removal	\$1,274.80	
Mirimichi weed spray	\$25,954.00	(currently \$2,732.00)
Hand pulling weeds	<u>\$2,080.00</u>	(per occurrence)
	\$41,236.02	

Approved \$96,114.00

Proposed \$41,236.02

\$137,350.02



MEMORANDUM

To: Neighborhood Advisory Committee

From: Sue Santos, Community Manager

Date: June 8, 2023

Re: UNFINISHED BUSINESS – COMMUNITY MESSAGE BOARD(S)

Information:

Communication to Homeowners is handled through digital methods (weekly e-mail blast and Monthly e-mailed Newsletter) and through written communication (Quarterly Statement Inserts). Currently these publications have a 65-70% open rate.

At a previous meeting there was discussion about having a Permanent Frame to attach event posters or Meeting notices so to grab the attention of residents who drive by the entrances or the Commons Community Center. Sandwich Board signs were discussed but with the amount of wind we have here at Harmony, they would not be upright for long.

Types of Permanent Frames

There are a number of types of Community Message Boards available ranging from \$25 - \$2500+. The least expensive are the sandwich boards which do not hold up in the wind. The wind flexible message boards start at \$240 and then the permanent message boards begin at \$1200 and go up to \$2,500 +. Please see the types of message boards on the next page.

The Committee can decide if or what kind of Boards (need at least two) the Association should entertain.



\$2800+



\$1500+



\$300



MEMORANDUM

To: Harmony Neighborhood Advisory Committee

From: Sue Santos, Community Manager

Date: April 13, 2023

Re: UNFINISHED BUSINESS – License Plate Reader Program

As was discussed two meetings ago, the License Plate Reader Program is picking up steam in HOA's around Colorado. In contacting the Flocksafety provider, staff found out that not only does Murphy Creek have the LPR system, but Adonia and Cross Creek also are using the system. Adonia has 8-9 camera locations and Cross Creek has a handful. It is confirmed that the Flock units sync to the Police Department and will alert if the car is "active" (i.e. has an open warrant or is a stolen car)

Pricing is annual and includes maintenance.

Flock LPR Cameras						
	Cost per	# of	Package cost	one-time	Total Cost	Cost Year 2
		Cameras	annually	installation fee	year 1	+
Cameras- inbound and outbound	\$ 4,750.00			\$ 2,600.00		
Option A		4	\$ 9,500.00	\$ 2,600.00	\$ 12,100.00	\$ 9,500.00
Cameras - inbound only						
Option B		2	\$ 5,000.00	\$ 1,300.00	\$ 6,300.00	\$ 5,000.00

Staff is seeking direction from the NAC on whether to move this forward to the Board of Directors.

Let's protect your community. Together.

Flock Safety Sparrow™ ALPR Camera

The Flock Safety Sparrow is an affordable, discreet ALPR (automatic license plate recognition) camera for communities who want to solve and prevent crime in places they live, work, and play. Unlike traditional security cameras, the Sparrow captures the #1 piece of evidence local police need to solve crime, the license plate.

Not your average security camera

Install anywhere

With solar power and LTE connectivity, we can install the Sparrow where it makes the most impact on crime.

No maintenance required

We install, maintain, and service your cameras for the life of your contract, all for one subscription price.

Vehicle Fingerprint Technology

If an incident occurs, search footage by vehicle type, make, color, license plate state, and other unique features like bumper stickers, decals, and roof racks.



Join 1000+ communities using Flock Safety to eliminate crime



Detect

objective evidence
your police need to
solve crime



Decode

footage with machine
learning so your
police can investigate



Deliver

real-time alerts to police
if a wanted or stolen
vehicle drives by

Trustworthy technology that solves and prevents crime.

90%

Reduction in
reported
package theft

\$40k

Savings per
year vs
installing a gate

60%

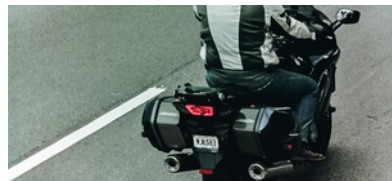
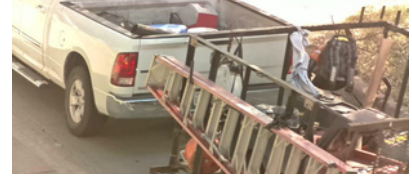
Crime reduction
in Cobb County,
GA

"Flock has proven time and again
to keep us safe. We couldn't ask
for a better system to stop
neighborhood crime."

— Andy Moseley
Conifer Place HOA



Capture the evidence police need 24/7, and help stop crime



Identify vehicle body type, make, color, license plate (partial, missing, or covered plates), temporary plates, license plate state, and unique features like decals, bumper stickers, and accessories.



Solar Panel

- Voltage: 18-20V
- Weight: 9.6lbs (with hardware)
- Length: 21.25"
- Width: 14"
- Depth: 2"
- Mount: atop pole with bolts

Pole

- DOT breakaway pole: 6', 12'
- Material: SCH 40
- Alloy: 6061
- Weight: 32 lbs

Camera

- Length: 8.75"
- Height: 5"
- Width: 2.875"
- Mount: Adjustable band clamps
- Weight: 3lbs
- Footage: Uploads via LTE
- Line of Sight: 15' wide, 30-65' distance
- Assembly: Flock Safety in Atlanta, GA
- Speed Capture: \leq 100MPH