

# MARABOU RANCH METROPOLITAN DISTRICT

## REGULAR MEETING

Via Teleconference

Wednesdy, June 19, 2024, at 8:30 a.m.

<https://colo-communities.org/marabou-ranch-metro>

*This meeting will be held in person at 42375 River Keeper Path, Steamboat Springs, CO and via teleconferencing and can be joined by following the directions below:*

<https://us06web.zoom.us/j/88224198745?pwd=abKnstKBpgJlQVgZEUfs4GaiNz5zRS.1>

Meeting ID: 882 2419 8745

Passcode: 581468

Call-in Number: 720-707-2699

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James DeFrancia, President	Term to May 2027
David M. Blandford, Treasurer	Term to May 2025
Teresa L. VanOrden, Secretary	Term to May 2025
Marlin B. Dailey, Jr., Assistant Secretary	Term to May 2025
Rudi P. Fronk, Assistant Secretary	Term to May 2027

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### **NOTICE OF REGULAR MEETING AND AGENDA**

1. Call to Order
2. Declaration of Quorum/Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Public Comment – Members of the public may express their views to the Board(s) on matters that affect the District(s) that are not otherwise on the agenda. Comments will be limited to three (3) minutes per person.
5. Consent Agenda –The items listed below are a group of items to be acted on with a single motion and vote by the Board. An item may be removed from the consent agenda to the regular agenda, by any Board member. Items on the consent agenda are then voted on by a single motion, second, and vote by the Board.
  - a. Consider Approval of Regular Meeting Minutes from the March 20, 2024 Regular Meeting (**enclosure**)
  - b. Consider Ratification of ICA with Kempers Clearing, LLC (Entry Sign Repair Services) (**enclosure**)
  - c. Consider Ratification of ICA with Kempers Clearing, LLC (Road Repair Services) (**enclosure**)
  - d. Consider Ratification of Streamline Master Services Agreement (**enclosure**)
6. Manager Matters
  - a. Discuss Water Treatment Plant Damages and Insurance Claim
  - b. Discuss Conveyance of Water System from HOA to the District
  - c. Discuss Conveyance of Roads from the HOA
  - d. Discuss Paving and Road Issues

- e. Discuss Road Reserve Fee
- 7. Legal Matters
  - a. Discuss Website Accessibility, Document Remediation, Compliance Officer, Accessibility Statement and Plan.
    - 1. Discuss and Consider Approval of Resolution Adopting a Digital Accessibility Policy (**enclosure**)
    - 2. Discuss Website Content
- 8. Financial Matters
  - a. Consider Approval of Financials and Claims (**enclosure**)
- 9. Other Business
- 10. Adjourn

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

OF

MARABOU RANCH METROPOLITAN DISTRICT

Held: Wednesday, March 20, 2024, at 8:30 a.m.

*This meeting was held in person at 42375 River Keeper Path, Steamboat Springs, CO and via teleconference.*

Attendance

The special meeting of the Board of Directors of the Marabou Ranch Metropolitan District was called and held in accordance with the applicable laws of the State of Colorado. The following Directors, having confirmed their qualifications to serve, were in attendance:

James DeFrancia  
David M. Blandford  
Marlin B. Dailey, Jr.  
Rudi P. Fronk

Also present were: Trisha K. Harris, Esq., White Bear Ankele Tanaka & Waldron, Attorneys at Law, District General Counsel; Scott Bell, District Manager; Jon Erickson and Cheri Curtis, District Accountants, Marchetti & Weaver, LLC; and Bill Fox, Karen Whitney, and Andrew Wilson, members of the public.

Director Absence

Director VanOrden was absent. All absences are deemed excused unless otherwise noted in these minutes.

Call to Order/Declaration of Quorum

It was noted that a quorum of the Board was present, and Director DeFrancia called the meeting to order at 8:31 a.m.

Conflict of Interest Disclosures

Ms. Harris advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Harris 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 Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Ms. Harris inquired into whether members of the Board 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 Board to act.

Approval of Agenda

Director DeFrancia presented the proposed agenda to the Board for consideration. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the agenda.

Public Comment

None.

Consent Agenda

Director DeFrancia presented the items on the consent agenda to the Board. Director DeFrancia advised that any item can be removed from the consent agenda to the regular agenda upon a request from any Director. Upon a motion duly made, seconded and unanimously carried, the Board approved, adopted and ratified the following items:

- Special Meeting Minutes from the January 12, 2024 Meeting
- 2024 Resolution Designating Meeting Notice Posting Location
- 2023 Audit Exemption

Manager Matters

Discuss Water Treatment Plant Damages and Insurance Claim

Mr. Bell reported on the fire at the water treatment building. The HOA's insurance is covering the claim, and repairs are underway. The District has contacted its insurance agent about binding property insurance. Ms. Harris reported that a representative from the insurance agency can come out in the Spring and provide a quote.

Director DeFrancia discussed the conveyance of the water system from the HOA to the District. Mr. DeFrancia will discuss this with the HOA.

Discuss Paving and Road Issues

Mr. Bell reported that any road work is on hold until Spring so the extent of the need for any chip or crack sealing can be evaluated.

Discuss Road Reserve Fee

Director DeFrancia discussed the concept of the HOA imposing a road impact fee to be imposed on those owners constructing new homes, with the fee then being transferred to the District for a road reserve fund. Following discussion, upon a motion duly made and seconded, the Board approved to recommend to the HOA that the HOA impose a road impact fee in lieu of the road damage deposit it currently imposes, and then remit those fees collected to the District for a road reserve fund.

## Financial Matters

### Consider Approval of Financials and Claims

Mr. Erickson presented the financials and claims. Following discussion, upon a motion duly made and seconded, the Board accepted the financials and approved to ratify the claims.

## Other Business

Director DeFrancia discussed the work on Wild Iris, requested by Jeff Busby. Director DeFrancia notes that the Service Plan speaks to the District's maintenance of the roads, but not construction. Accordingly, it is questionable whether the District can complete the construction of Wild Iris, but rather it would be up to the HOA to complete the construction of the road, if it chose to do so. Director DeFrancia will communicate with the HOA regarding this matter.

Mr. Bell discussed the status of the sign project. The interpretive signs are to be delivered on March 22, 2024, and then installed. The fabricator of the entry sign that was damaged by bullets is still working on the sign. When it is complete, it will be installed. Mr. Bell also discussed the replacement of the street sign poles. Currently, the poles are 12" to 14" round poles, which are not treated. Scott discussed replacing the round poles with treated 12" by 12" poles. The Board directed Mr. Bell to purchase a few of the square poles to have on hand, and going forward, as poles need to be replaced, they will be replaced with the square, treated poles.

Director DeFrancia discussed the construction of a trail to access the upriver site. As with the roads, it is questionable whether the District can construct a new trail, as opposed to maintaining existing trails. As with the Wild Iris matter, Director DeFrancia will draft a letter to the HOA regarding this matter.

Director Fronk raised the matter of dissolution of the District, which the HOA discussed at a recent owner meeting. Director DeFrancia discussed the process the District would have to take to dissolve. A town hall is being scheduled for May or June to discuss this matter with the community as a whole.

## Adjournment

There being no further business to come before the Board and following discussion and upon motion duly made, seconded, and unanimously carried, the Board determined to adjourn the meeting at 9:35 a.m.

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

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Secretary for the Meeting

The foregoing minutes were approved by the Board of Directors on the 19<sup>th</sup> day of June, 2024.

**INDEPENDENT CONTRACTOR AGREEMENT**  
**(ENTRY SIGN REPAIR SERVICES)**

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 3rd day of June 2024, by and between MARABOU RANCH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and KEMPERS CLEARING, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating, and maintaining certain public facilities and improvements for itself, its taxpayers, residents, and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire, and retain agents, employees, engineers, and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill, and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**TERMS AND CONDITIONS**

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement

(including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2024.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents, or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information, which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment, and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill, and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the



District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has complied and will continue to comply with all Laws while providing Services under this Agreement. "**Laws**" means: (i) federal, state, county, and local or municipal body or agency laws, statutes, ordinances, and regulations; (ii) any licensing, bonding, and permit requirements; (iii) any laws relating to storage, use, or disposal of hazardous wastes, substances, or materials; (iv) rules, regulations, ordinances, and/or similar directives regarding business permits, certificates, and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant, or employee of the District. Review, acceptance, or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions, or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested

services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“W-9”). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10<sup>th</sup> of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10<sup>th</sup> of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory, and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District’s approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income, or other tax contributions, insurance contributions (e.g. FICA taxes), workers’ compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits, or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel

furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. EQUAL OPPORTUNITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees, and agents is required for Commercial General Liability and workers' compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information, or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance, and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement, nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the

performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents, or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. **"Personal Identifying Information"** means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files, and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's,

materialmen's, or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through, or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers, and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed and/or materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents, or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted

assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days' prior written notice to the District and by the District by giving the Contractor thirty (30) days' prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors, or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees, and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants, and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in

addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District: Marabou Ranch Metropolitan District  
41255 Marabou Loop  
Steamboat Springs, Colorado 80487  
Attention: Scott Bell  
Phone: (970) 879-2358  
Email: [sbell@marabouranch.com](mailto:sbell@marabouranch.com)

With a Copy to: WHITE BEAR ANKELE TANAKA & WALDRON  
2154 E. Commons Ave., Suite 2000  
Centennial, Colorado 80122  
Attention: Trisha K. Harris, Esq.  
Phone: (303) 858-1800  
E-mail: [tharris@wbapc.com](mailto:tharris@wbapc.com)

Contractor: Kempers Clearing, LLC  
1920 Anglers Dr.  
Steamboat Springs, CO. 80487  
Attention: Matthew Kempers  
Phone: (970) 819 - 5670  
Email: [kempersclearing@gmail.com](mailto:kempersclearing@gmail.com)

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll, and personnel records) and the Contractor agrees to maintain adequate books and records for such

purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements, or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner, or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.



27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement, or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

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

31. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. WARRANTY AND PERMITS. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or

performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. All materials are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

a. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

b. Prior to final payment for any Services involving Work, and at any time thereafter but before the final inspection, as set forth below, the Contractor and the District shall, at the request of the District, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor’s fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. The Contractor agrees to correct or replace the defective Work within a reasonable time, as agreed to by the Parties, but in no event later than thirty (30) calendar days from the date of notice from the District, unless otherwise agreed to by the District.

c. The Contractor agrees that if warranty issues appear before payment has been made under this Agreement, the District may withhold payment until such warranty issues are resolved to the District’s satisfaction. If repair or replacement of any warranty or defective Work is not made by the Contractor promptly upon request by the District as set forth in this Agreement, in addition to any other remedy, the District may withhold any payment the District may owe to the Contractor, including payments under other contracts or agreements related or unrelated to the Work and Services.

d. The Contractor shall promptly notify the District of any Work, whether by the Contractor, its subcontractors or any third parties, which the Contractor believes to be defective or not conforming with this Agreement.

e. The Contractor shall, at its expense, obtain all permits, licenses, and other consents required from all governmental authorities, utility companies, and appropriate parties under any restrictive covenants in connection with the Work. The Contractor shall comply with all the terms and conditions of all permits, licenses, and consents.

f. At or around eleven (11) months, but no more than one (1) year, after the completion and acceptance of the Work, the Contractor and the District shall, at the request of the District, conduct a final inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. In the event the Contractor does not correct or replace the defective Work within thirty (30) calendar days from the date of notice from the District, or within such other reasonable time as agreed to by the Parties, the District may correct or replace the defective Work and the Contractor shall reimburse the District for the related costs and fees.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

*[Signature pages follow].*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**DISTRICT:**  
MARABOU RANCH METROPOLITAN  
DISTRICT, a quasi-municipal corporation and  
political subdivision of the State of Colorado

---

Officer of the District

ATTEST:

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APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

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General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Entry Sign Repair  
Services with Kempers Clearing, LLC, dated June 3, 2024*

**CONTRACTOR:**

Kempers Clearing, LLC, a Colorado limited liability company

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Printed Name

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Title

*Contractor's Signature Page to Independent Contractor Agreement for Entry Sign Repair  
Services with Marabou Ranch Metropolitan District, dated June 3, 2024*

## **EXHIBIT A**

### **SCOPE OF SERVICES/COMPENSATION SCHEDULE**

Cost: \$6150

Details: Will source the log to replace the current log on the entry sign. Install the log and repair the stonework if damaged. Then add a copper sheet to the top of the log to shed the water and help extend the life of the sign.

**EXHIBIT A**  
**COMPENSATION SCHEDULE**

**EXHIBIT B**

**CONTRACTOR'S COMPLETED W-9**



## EXHIBIT C

### INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury, and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
  - a. premises operations;
  - b. personal injury liability without employment exclusion;
  - c. limited contractual;
  - d. broad form property damages, including completed operations;
  - e. medical payments;
  - f. products and completed operations;
  - g. independent consultants coverage; and
  - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant.

**This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third-party fidelity bond in favor of the District, covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

**EXHIBIT C-1**

**CERTIFICATE(S) OF INSURANCE**

**EXHIBIT D**

**CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE**

**OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO**

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Kempers Clearing LLC

is a

Limited Liability Company

formed or registered on 01/19/2022 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20221058244 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/31/2024 that have been posted, and by documents delivered to this office electronically through 06/03/2024 @ 17:16:03 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/03/2024 @ 17:16:03 in accordance with applicable law. This certificate is assigned Confirmation Number 16091567 .



Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

## INDEPENDENT CONTRACTOR AGREEMENT (ROAD REPAIR SERVICES)

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 3rd day of June 2024, by and between MARABOU RANCH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and KEMPERS CLEARING, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating, and maintaining certain public facilities and improvements for itself, its taxpayers, residents, and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire, and retain agents, employees, engineers, and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill, and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement

(including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2024.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents, or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information, which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment, and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill, and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the

District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has complied and will continue to comply with all Laws while providing Services under this Agreement. "**Laws**" means: (i) federal, state, county, and local or municipal body or agency laws, statutes, ordinances, and regulations; (ii) any licensing, bonding, and permit requirements; (iii) any laws relating to storage, use, or disposal of hazardous wastes, substances, or materials; (iv) rules, regulations, ordinances, and/or similar directives regarding business permits, certificates, and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant, or employee of the District. Review, acceptance, or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions, or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested

services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“**W-9**”). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10<sup>th</sup> of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10<sup>th</sup> of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory, and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District’s approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income, or other tax contributions, insurance contributions (e.g. FICA taxes), workers’ compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits, or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel



furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. EQUAL OPPORTUNITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees, and agents is required for Commercial General Liability and workers' compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information, or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance, and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement, nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the

performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents, or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. **"Personal Identifying Information"** means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files, and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's,

materialmen's, or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through, or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers, and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed and/or materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents, or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted

assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days' prior written notice to the District and by the District by giving the Contractor thirty (30) days' prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors, or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees, and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants, and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in

addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District: Marabou Ranch Metropolitan District  
41255 Marabou Loop  
Steamboat Springs, Colorado 80487  
Attention: Scott Bell  
Phone: (970) 879-2358  
Email: [sbell@marabouranch.com](mailto:sbell@marabouranch.com)

With a Copy to: WHITE BEAR ANKELE TANAKA & WALDRON  
2154 E. Commons Ave., Suite 2000  
Centennial, Colorado 80122  
Attention: Trisha K. Harris, Esq.  
Phone: (303) 858-1800  
E-mail: [tharris@wbapc.com](mailto:tharris@wbapc.com)

Contractor: Kempers Clearing, LLC  
1920 Anglers Dr.  
Steamboat Springs, CO. 80487  
Attention: Matthew Kempers  
Phone: (970) 819 - 5670  
Email: [kempersclearing@gmail.com](mailto:kempersclearing@gmail.com)

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll, and personnel records) and the Contractor agrees to maintain adequate books and records for such

purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements, or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner, or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement, or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

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

31. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. WARRANTY AND PERMITS. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or

performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. All materials are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

a. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

b. Prior to final payment for any Services involving Work, and at any time thereafter but before the final inspection, as set forth below, the Contractor and the District shall, at the request of the District, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor’s fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. The Contractor agrees to correct or replace the defective Work within a reasonable time, as agreed to by the Parties, but in no event later than thirty (30) calendar days from the date of notice from the District, unless otherwise agreed to by the District.

c. The Contractor agrees that if warranty issues appear before payment has been made under this Agreement, the District may withhold payment until such warranty issues are resolved to the District’s satisfaction. If repair or replacement of any warranty or defective Work is not made by the Contractor promptly upon request by the District as set forth in this Agreement, in addition to any other remedy, the District may withhold any payment the District may owe to the Contractor, including payments under other contracts or agreements related or unrelated to the Work and Services.

d. The Contractor shall promptly notify the District of any Work, whether by the Contractor, its subcontractors or any third parties, which the Contractor believes to be defective or not conforming with this Agreement.

e. The Contractor shall, at its expense, obtain all permits, licenses, and other consents required from all governmental authorities, utility companies, and appropriate parties under any restrictive covenants in connection with the Work. The Contractor shall comply with all the terms and conditions of all permits, licenses, and consents.



f. At or around eleven (11) months, but no more than one (1) year, after the completion and acceptance of the Work, the Contractor and the District shall, at the request of the District, conduct a final inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. In the event the Contractor does not correct or replace the defective Work within thirty (30) calendar days from the date of notice from the District, or within such other reasonable time as agreed to by the Parties, the District may correct or replace the defective Work and the Contractor shall reimburse the District for the related costs and fees.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

*[Signature pages follow].*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**DISTRICT:**  
MARABOU RANCH METROPOLITAN  
DISTRICT, a quasi-municipal corporation and  
political subdivision of the State of Colorado

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Officer of the District

ATTEST:

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APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

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General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Road Repair Services with  
Kempers Clearing, LLC, dated June 3, 2024*

**CONTRACTOR:**

Kempers Clearing, LLC, a Colorado limited liability company

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Printed Name

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Title

***Contractor's Signature Page to Independent Contractor Agreement for Road Repair Services  
with Marabou Ranch Metropolitan District, dated June 3, 2024***

## **EXHIBIT A**

### **SCOPE OF SERVICES/COMPENSATION SCHEDULE**

Cost: \$14,250

Details: Repair the large cracked and broken sections on the main loop as well as adding road base on the edges that have sunk down or sloped away.

**EXHIBIT A**  
**COMPENSATION SCHEDULE**

**EXHIBIT B**

**CONTRACTOR'S COMPLETED W-9**

## EXHIBIT C

### INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury, and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
  - a. premises operations;
  - b. personal injury liability without employment exclusion;
  - c. limited contractual;
  - d. broad form property damages, including completed operations;
  - e. medical payments;
  - f. products and completed operations;
  - g. independent consultants coverage; and
  - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant.

**This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third-party fidelity bond in favor of the District, covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.



**EXHIBIT C-1**

**CERTIFICATE(S) OF INSURANCE**

**EXHIBIT D**

**CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE**

**OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO**

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Kempers Clearing LLC

is a

Limited Liability Company

formed or registered on 01/19/2022 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20221058244 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/31/2024 that have been posted, and by documents delivered to this office electronically through 06/03/2024 @ 17:16:03 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/03/2024 @ 17:16:03 in accordance with applicable law. This certificate is assigned Confirmation Number 16091567 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

## MASTER SERVICES AGREEMENT

THE TERMS AND CONDITIONS CONTAINED IN THIS MASTER SERVICES AGREEMENT, TOGETHER WITH ANY ORDER FORMS (COLLECTIVELY, THE “AGREEMENT”) APPLY TO ALL USE OF THE HOSTED SERVICES PROVIDED BY STREAMLINE SOFTWARE, INC. (“STREAMLINE”) TO MARABOU RANCH METROPOLITAN DISTRICT (“CUSTOMER”) OR (COLLECTIVELY THE “CUSTOMER”). STREAMLINE AND CUSTOMER MAY BE REFERRED TO HEREIN INDIVIDUALLY AS A “PARTY” OR COLLECTIVELY AS THE “PARTIES”.

BY ACCESSING OR USING ANY OF STREAMLINE’S SERVICES OR SOFTWARE, CUSTOMER AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT WILL BE DEEMED EFFECTIVE ON THE DATE IT IS AGREED TO BY STREAMLINE AND CUSTOMER AS PART OF THE ORDER PROCESS – AS DEFINED IN SECTION 1 BELOW) (“EFFECTIVE DATE”).

### 1. THE SERVICE

**1.1. Provision of the Service.** Subject to all the terms of this Agreement, Streamline grants Customer the non-sublicensable, non-transferrable, nonexclusive, limited right to remotely access and use the service described in the Order Process (as defined below), including the right to use any associated materials provided or made available (e.g. online) by Streamline (collectively, the “Service”) - but only for Customer’s own business purposes. The “Order Process” is Streamline’s online order process and the Subscription Agreement attached as **Exhibit A**, and incorporated herein by this reference. All activity under the Agreement shall be strictly in accordance with and subject to Streamline’s applicable usage documentation available at [support.getstreamline.com](http://support.getstreamline.com) (collectively, the “Documentation”).

**1.2. Services Levels.** Streamline will use commercially reasonable efforts to ensure the Service is substantially operational on a 24/7 basis (subject to downtime for scheduled maintenance, emergency maintenance, and matters beyond Streamline’s reasonable control).

**1.3. General Restrictions.** Customer shall not (and shall not allow any third party to): (a) rent, lease, copy, provide access to or sublicense the Service to a third party (except contractors acting on Customer’s behalf – and Customer is fully responsible and liable for their breach of this Agreement); (b) use the Service to help develop any competitive product or service, (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code of any part of the Service, (d) modify or create derivatives of the Service or any other materials provided by Streamline, or (e) remove or obscure any proprietary or other notices contained in the Service or Documentation provided by Streamline.

**1.4. Customer’s Third-Party Services.** The Service will enable Customer to send Customer Data (as defined in Section 2.1 below) to and from different third-party products, services, sources, and destinations (collectively, “Third-Party Services”). Customer’s use of any Third-Party Services is subject to Customer’s separate agreement with the provider. Customer is responsible for selecting and configuring the Third-Party Services it chooses to use with the Service and for any exchange of Customer Data it enables through the Service. Streamline is not responsible

for any Third-Party Services used by Customer with the Service, their code or technology, or how the providers use or protect Customer Data, except to the extent Streamline provides Customer with any products provided (in whole or part) by Streamline’s own partners or providers, unless Customer has a separate agreement with the partner/provider. For clarity, Streamline has no liability or obligation under the separate agreement between Customer and the applicable third-party provider.

**1.5. Feedback.** Notwithstanding anything else, Customer grants Streamline a perpetual, irrevocable, royalty free, paid-up, sub-licensable, right and license to use, display, reproduce, distribute and otherwise exploit Feedback for any purposes. Streamline agrees that (i) Customer does not have to provide Feedback, and (ii) all Feedback is provided “**AS IS**”. “**Feedback**” means all suggestions for improvement or enhancement, recommendations, comments, opinions or other feedback provided by Customer (whether in oral, electronic or written form) to Streamline for the Service.

## **2. CUSTOMER DATA**

**2.1. Generally.** “**Customer Data**” means all data provided by Customer or its systems or providers to Streamline. As between the Parties, Customer shall retain all right, title and interest in the Customer Data. Subject to the terms of this Agreement, Customer hereby grants to Streamline a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and display the Customer Data to the extent necessary to provide the Service to Customer. Streamline will not sell, distribute, or otherwise provide any Customer Data to any third party (but data will be stored and processed by Streamline’s services providers to the extent acting on Streamline’s behalf hereunder and provided that Streamline is fully liable for their breach of this Agreement. Customer represents and warrants that (i) it has all rights and authorization to provide the Customer Data, (ii) the provision of Customer Data, and Streamline’s use of the data as authorized hereunder, is allowed by Customer’s privacy policy, if any, and (iii) Customer’s provision, use and maintenance of Customer Data complies with all laws, regulations and third-party rights. For clarity, Customer is fully responsible for ensuring that its end users agree to a Customer privacy policy that allows for such information to be used hereunder.

**2.2. Security.** Streamline will implement and maintain a reasonable information security program with administrative, physical, and technical safeguards designed to help protect the integrity of Customer Data, as outlined in the Streamline Security and Continuity of Operations Guide, as the same may be modified or amended (the “**Guide**”). The Guide, in its current form as of April 19, 2024, is available at the following link and incorporated herein by this reference:

<https://docs.google.com/document/d/1qCHDzJvVwW67tT45DHMmANKg2v47aH3tFkS8AdXoDDA/edit#heading=h.exloycca970q>.

**2.3. Aggregate and Deidentified Data.** Streamline will have a revocable, right to retain and internally use any Customer Data in an aggregated and deidentified form to internally improve its products and services (such as training algorithms).

**2.4. Personal Identifying Information.** During the performance of this Agreement, Customer may disclose Personal Identifying Information to Streamline. “**Personal Identifying**

**Information**” means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver’s license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., Streamline agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to Streamline; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

Streamline agrees to report within forty-eight (48) hours to Customer any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this Agreement **“Data Security Incident”** is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to Streamline systems; (b) inability to access business and other proprietary information, data, or the Streamline systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (c) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (d) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (e) unauthorized disclosure of business and other proprietary information or data.

### **3. CUSTOMER CONTENT.**

**3.1. Customer’s Own Content.** Customer is responsible for all materials, information, photos, and content (collectively, the **“Content”**) uploaded, posted or stored through its use of the Service. Customer grants Streamline a worldwide, royalty-free, non-exclusive license to host, display, and use any Content provided through Customer’s use of the Service to the extent necessary to provide the Service to Customer. If Customer shares Content in a manner designed to be shared with other Service users, Customer acknowledges and agrees to such sharing. Customer should archive its Content frequently. Streamline is not responsible for any lost, damaged, or unrecoverable Content. Customer also acknowledges that Streamline is not responsible or liable with respect to Customer’s use of, or access to, any Content provided by other users. To the extent authorized by law, Customer agrees not to use, nor permit any third party to use, the Service to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following:

Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, or contrary to any local, state, federal or foreign law;

Content that would impersonate someone else or falsely represent Customer’s (or any person’s) identity or qualifications, or that constitutes a breach of any individual’s privacy;

Except as permitted by Streamline in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;

Virus, trojan horse, worm or other disruptive or harmful software or data; and

Any information, software or content which is not legally Customer's and without legally sufficient permission from the copyright owner or intellectual property rights owner.

**3.2. Monitoring Customer's Content.** Streamline may, but has no obligation to, monitor content on the Service, except for such monitoring of content related to Streamline's accessibility monitoring services, which includes, but is not limited to, monthly HTML scanning via Lighthouse, PDF scanning via CommonLook's PDF accessibility scanner, manual testing of Streamline's core architecture (such as navigation bars and design elements) by LevelAccess, and proprietary testing of videos for closed captioning. Streamline may disclose any information necessary to satisfy its legal obligations, protect Streamline or its customers, or operate the Service properly. Streamline, in its sole discretion, may refuse to post or may remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

**3.3. Community Forums.** The Service may include a community forum or other social features to exchange content and information with other users of the Service and the public. Streamline does not support and is not responsible for the content in these community forums. Customer is responsible for all its interactions with, and its use of content from, any other community users. Customer should not reveal information that it does not want to make public. Users may post hypertext links to content of third Parties for which Streamline is not responsible.

#### **4. INTELLECTUAL PROPERTY**

No intellectual property rights are assigned or transferred by Streamline hereunder.

#### **5. FEES AND PAYMENT**

**5.1. Fees and Payment.** All fees are as agreed to by Streamline and Customer in writing, as seen in **Exhibit A**. Fees are payable when due. If Customer has provided Streamline with a credit card or bank account number, Customer hereby authorizes Streamline (or its third party payment processor) to charge such card or account for all fees owed. If Customer pays in advance for usage-based pricing, and then exceeds such usage, Streamline will invoice Customer for the excess usage on a pro rata basis for the remainder of the term. Streamline may adjust the fees charged to Customer hereunder on notice at any time. If Customer does not want to agree to any fee increase, its sole remedy, and Streamline's exclusive liability, is to terminate this Agreement on notice (or by canceling Customer's Service account via the functionality provided therein). If Customer disagrees with an invoice, it must notify Streamline within thirty (30) days from receipt of the invoice – or it is deemed final. Streamline's fees are exclusive of all taxes and other governmental assessments. Customer is responsible for all of the foregoing - other than taxes based on the income of Streamline.

**5.2. Late Payments.** In the event of late payments, Customer agrees to pay interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate permitted by applicable law, whichever is less). In addition, Customer will reimburse Streamline for all costs of collection (including attorneys' fees). If Customer's account is thirty (30) days or more overdue, in addition

to any of its other rights or remedies, Streamline reserves the right to suspend Customer's access to the Service, with notice, without liability to Customer until such amounts are paid in full.

## 6. TERM AND TERMINATION

**6.1. Term.** This Agreement will begin on the Effective Date and will have the subscription term selected by Customer in the Order Process (“**Subscription Term**”). The Subscription Term will automatically renew for successive renewal terms of equal length to the initial Subscription Term, subject to annual appropriations by Customer, unless: (i) Customer cancels its Service account via the account functionality prior to the renewal date, or (ii) this Agreement is otherwise terminated as set out herein.

**6.2. Termination.** Streamline or Customer may terminate this Agreement, with or without cause, and the Subscription Term at any time, with 30 days written notice; provided that, if such termination is in the middle of a Subscription Term and termination is not for Customer's breach, Streamline will refund all fees paid in advance for the remainder of the Subscription Term. In addition, either party may immediately terminate this Agreement if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice (such notice must contain sufficient detail as to the nature of the breach and state the intent to terminate); (b) ceases operation without a successor; or (c) seeks protection under, or is subject to, any bankruptcy, receivership or comparable proceeding. In the event this Agreement is terminated by Customer for Streamline's uncured breach, Streamline will promptly refund to Customer all fees paid in advance for the remainder of the Subscription Term.

**6.3. Effect of Termination.** Upon any expiration or termination of this Agreement, (i) Customer shall immediately cease any and all use of and access to the Service and (ii) Customer will return to Streamline (or destroy at the Streamline's request) its Confidential Information (subject to Section 6.4 below). During the thirty (30) days period immediately following expiration or termination of this Agreement, Streamline will, on request, provide Customer with a copy of its Customer Data (in a format reasonably requested).

**6.4. Survival.** The following Sections shall survive any expiration or termination of this Agreement: 1.3, 1.4, 5 (with respect to outstanding payment obligations), 6, 7, 8, and 9.

## 7. WARRANTIES; DISCLAIMER

**7.1. Mutual Warranties.** Each party represents and warrants that (i) it has all right, power, and authority to execute this Agreement and perform hereunder, (ii) its activities in connection with this Agreement will not violate any laws or regulations, and (iii) its performance will not conflict with an obligations it has to any third party.

**7.2. Services Warranties.** Streamline warrants, for Customer's benefit only, that the Services will operate in conformity, in all material respects, with the applicable Documentation. Streamline does not warrant that Customer's use of the Service will be uninterrupted or error-free. Streamline's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be, in Streamline's sole discretion and at no charge to Customer, to use commercially reasonable efforts to provide Customer with an error correction or work-around that corrects the reported non-conformity, or if Streamline determines such remedies

to be impracticable, to allow Customer to terminate the Subscription Term and receive as its sole remedy a refund of any fees Customer has pre-paid for use of the Service or as of the date of the warranty claim. The limited warranty set forth in this Section 7.2 shall not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which the condition giving rise to the claim first appeared, (ii) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (iii) if the Service is provided on a no-charge or evaluation basis. This Section 7.2 will not apply if the Services are provided on a beta, evaluation, or otherwise free basis.

**7.3. Disclaimer; Limitation on Liability.** EXCEPT AS SET FORTH IN SECTIONS 7.1 and 7.2, THE SERVICE IS PROVIDED “AS IS” AND STREAMLINE DISCLAIMS (ON BEHALF OF ITSELF AND ITS PARTNERS AND PROVIDERS) ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

STREAMLINE SHALL NOT BE LIABLE, UNDER ANY LEGAL OR EQUITABLE THEORY OF LAW, TO CUSTOMER WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT FOR ANY: (I) INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, (II) AMOUNTS IN THE AGGREGATE IN EXCESS OF THE FEES PAID BY CUSTOMER TO STREAMLINE DURING THE IMMEDIATELY PRECEDING SIX (6) MONTH PERIOD (OR, IF NO AMOUNTS HAVE BEEN PAID, SUCH AMOUNT SHALL BE US\$1,000.00), OR (III) THE COST OF PROCUREMENT OF SUBSTITUTE TECHNOLOGY OR SERVICES. STREAMLINE’S PARTNERS AND PROVIDERS SHALL HAVE NO LIABILITY IN CONNECTION WITH THIS AGREEMENT.

**7.4. Accessibility Claims.** STREAMLINE’S DISCLAIMER AND LIMITATION OF LIABILITY SHALL NOT APPLY TO (i) CLAIMS MADE BY THIRD PARTIES AGAINST CUSTOMER FOR ALLEGED VIOLATIONS OF WEB ACCESSIBILITY LAWS OR REGULATIONS INSOFAR AS THE CLAIMS ARISE FROM STREAMLINE’S SERVICE’S OR (ii) IT’S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 8. STREAMLINE HEREBY WARRANTS THAT ITS SERVICE COMPLIES WITH ALL WEB ACCESSIBILITY LAWS AND REGULATIONS.

## **8. INDEMNIFICATION**

Streamline shall indemnify and hold harmless Customer from and against any claim (i) that the Service (as provided by Streamline) infringes any patent, copyright, or trademark, (ii) that Streamline or the Services violates any laws or regulations, or (iii) arising from the negligence, willful misconduct, or any criminal or tortious act or omission of Streamline or any of its subcontractors, officers, agents, or employees - provided that Customer provides Streamline with: (i) written notice of such claim within ten (10) days (but in any event notice in sufficient time for Streamline to respond without prejudice); (ii) the right to solely control the investigation, defense, or settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of Customer. Notwithstanding the foregoing sentence, Customer shall have the right to participate in



any claim subject to indemnification, and Streamline shall not accept any settlement offer without Customer's consent. If Customer's use of the Service is, or in Streamline's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Streamline may, in its sole discretion: (a) substitute substantially functionally similar products or services; (b) procure for Customer the right to continue using the Service; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and Streamline will promptly refund to Customer all fees paid in advance for the remainder of the term. The foregoing indemnification obligation of Streamline shall not apply: (1) if the Service is modified by any party other than Streamline, but solely to the extent the alleged infringement is caused by such modification; (2) if the Service is combined with other services or processes not authorized by Streamline, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Service; or (4) any action arising as a result of Customer Data or any third-party deliverables or components contained within the Service, except if such actions arise from website accessibility claims.

Subject to the conditions and limitations below, Streamline shall defend, indemnify, and hold harmless Customer and each of its directors, officers, contractors, employees, agents, and consultants, from and against any and all claims (and resulting, to the extent payable to unaffiliated third Parties: losses, liabilities, damages, and expenses, including reasonable legal expenses and attorneys' fees) alleging that the Customer's website for which the Services are provided are not accessible for people with disabilities, including claims for violation of the Americans with Disabilities Act (ADA) and HB 21-1110 Colorado Laws for Persons with Disabilities. The above indemnification for website accessibility claims shall only apply to a particular claim or lawsuit to the extent such outstanding items and tasks on the "Accessibility Dashboard" forming the basis of such claim were completed at the time of the alleged visit to the website by the plaintiff or complaining party. Streamline shall maintain strategic control over the defense of any such claims, including selection of defense legal counsel, strategic decision making regarding how to handle the claims, including whether to defend or settle the claims, and the terms for potential settlement. Notwithstanding the foregoing sentence, Customer shall have the right to participate in any claim subject to indemnification, and Streamline shall not accept any settlement offer without Customer's consent.

## 9. CONFIDENTIAL INFORMATION

Each party agrees that all business and technical information it obtains ("**Receiving Party**") from the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as expressly authorized herein, the Receiving Party will, using reasonable measures, hold in confidence and not use or disclose any Confidential Information. In addition, all Confidential Information from Streamline's partners or providers will, as between Streamline and Customer, be Streamline's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; or (ii) is or has become public knowledge through no fault of the Receiving Party. If required to be disclosed by law, the Receiving Party will immediately notify the Disclosing Party and use its best efforts to limit the disclosure. The Receiving Party acknowledges that disclosure of Confidential

Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief (without the posting of a bond or similar instrument) in addition to whatever other remedies it might have at law. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

## **10. LOGO USE**

Customer agrees that Streamline may use Customer's name and logo on Streamline's website and in Streamline promotional materials as part of a general list of customers. Any other marketing or promotional use is subject to Customer's written approval (email is sufficient).

## **11. GENERAL TERMS**

**11.1. Assignment.** Customer will not assign or transfer this Agreement without Streamline's written consent, except that it may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets (provided that the successor is not a competitor of Streamline). Streamline, upon thirty (30) days written notice to Customer may freely assign this Agreement. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 11.1 will be null and void.

**11.2. Force Majeure.** Streamline will not be liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of Streamline, such as a strike, blockade, war, act of terrorism, pandemic, riot, natural disaster, failure or diminishment of telecommunications, or refusal of a license by a government agency.

**11.3. Governing Law; Jurisdiction.** This Agreement shall be governed by the laws of the State of Colorado and the United States without regard to conflicts of law provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court), any dispute arising under this Agreement shall be finally settled in accordance with the Rules of the Judicial Arbitration and Mediation Service ("JAMS") in accordance with such Rules. To the extent the JAMS streamlined rules are available – they shall apply. The arbitration shall take place in the state and county in which Customer is located, in the English language and the arbitral decision may be enforced in any court. To the extent a claim cannot legally be arbitrated (as determined by an arbitrator), the jurisdiction and venue for actions related to the subject matter hereof shall be the District Court in the state and county in which Customer is located and both Parties hereby submit to the personal jurisdiction of such courts.

**11.4. Third-Party Beneficiaries.** To the extent Streamline provides Customer with any products provided (in whole or part) by Streamline's own partners or providers, the terms of this Agreement will apply to such offering (unless Customer has a separate agreement with the partner/provider as contemplated by Section 1.4 above). Such partners and providers of Streamline are third-party beneficiaries to this Agreement (as necessary to protect their intellectual property,

confidential information, or liability). Except as described herein, nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**11.5. Notice.** All notices, statements, demands, requirements, approvals or other communications and documents (“**Communications**”) required or permitted to be given, served, or delivered by or to a party or any intended recipient under this Agreement shall be in writing and shall be given to the applicable address set forth below (“**Notice Address**”). Communications to a party shall be deemed to have been duly given (i) on the date and at the time of delivery if delivered personally to the party to whom notice is given at such party’s Notice Address; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the party to whom notice is given at such Party’s Notice Address; or (iii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the party to whom notice is to be given by first-class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed to such party at such party’s Notice Address; or (iv) on the date and at the time shown on the facsimile or electronic mail message if telecopied or sent electronically to the number or address designated in such party’s Notice Address and receipt of such telecopy or electronic mail message is electronically confirmed. The Notice Addresses for each party is as follows:

If to Streamline: Streamline Software, Inc.,  
3301 C Street Suite 1000  
Sacramento, CA 95816.

With a copy to: [legal@getstreamline.com](mailto:legal@getstreamline.com)

If to Customer: MARABOU RANCH METROPOLITAN DISTRICT  
WHITE BEAR ANKELE TANAKA & WALDRON  
2154 E. Commons Ave., Suite 2000  
Centennial, CO 80122  
Attention: Andrea Bobb  
Phone: (303) 858-1800  
E-mail: abobb@wbapc.com

With copies to: WHITE BEAR ANKELE TANAKA & WALDRON  
2154 E. Commons Ave., Suite 2000  
Centennial, CO 80122  
Attention: Trisha K Harris, Esq.  
Phone: (303) 858-1800  
E-mail: tharris@wbapc.com

**11.6. Insurance.** Streamline shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) Standard worker's compensation and employer's liability insurance covering all employees of Streamline involved with the performance of the Services, with policy amounts and coverage in compliance with law; (ii) Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 general aggregate (iii) Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the performance of the services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage, and (iv) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that Customer may carry, and any insurance maintained by Customer shall be considered excess. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name Customer as an additional insured. Streamline's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit Streamline's liability. Streamline shall be responsible for the payment of any deductibles on issued policies.

**11.7. Subject to Annual Appropriation and Budget.** Customer does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of Customer under this Agreement is subject to annual budgeting and appropriations, and Streamline expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of Customer's governing body, and the obligations of Customer shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. Customer and Streamline understand and intend that Customer's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements. To the extent Streamline's remedies for a Customer default under this Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the Customer's then-current fiscal period.

**11.8. Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to Customer, its respective officials, employees, contractors, or agents, or any other person acting on behalf of Customer and, in particular, governmental immunity afforded or available to Customer pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

## **12. ENTIRE AGREEMENT**

This Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. It may only be amended or waived in a writing executed by both Parties. If any provision of this Agreement shall be adjudged

by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect. This Agreement may be executed electronically and in counterparts (such as via DocuSign).

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the \_\_\_ day of \_\_\_\_\_, 2024. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**DISTRICT:**

**MARABOU RANCH METROPOLITAN DISTRICT**, a quasi-municipal corporations and political subdivisions of the State of Colorado

James De Francia

James De Francia (May 16, 2024 16:25 MDT)

Officer of the District

**ATTEST:**

Teresa W. Orden  
Teresa W. Orden (May 17, 2024 04:21 MDT)

**APPROVED AS TO FORM:**

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel for the District

**STREAMLINE:**

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

*[Signature Page to Master Service Agreement with Streamline]*

## **EXHIBIT A**

**EXHIBIT A**

**Streamline Platform - Subscription Agreement**

DISTRICT: Marabou Ranch Metropolitan District

ORDER DATE:

This Software as a Service Agreement ("Agreement") is entered into on the start date listed below, between Streamline (DBA of Digital Deployment, Inc.) with a place of business at 3301 C Street #1000, Sacramento, CA 95816 ("Company"), and the Customer listed above ("Customer"). This Agreement incorporates the Terms of Service agreed upon Streamline and the involved parties. [W9 is available online](#). **Most customers prefer annual billing for convenience, but all subscriptions are cancellable anytime with a written 30-day notice.**

DESCRIPTION OF SERVICES: See Page 2 for an overview of what Streamline Web includes, and for more information please review our [subscription-based website toolkit for local government](#).

SUBSCRIPTION ORDER:

Name	Price
Marabou Ranch Metropolitan District	\$0.00

One-Time Migration Costs: **Waived**  
 Invoice Frequency: **Annually**  
 Additional Billing Details: **Streamline Partnership Agreement**

Billing Start Date:

Purchased Package (Highlight one):  
 **Compliance Basics - \$80/mo**  
 **Community Pro - \$120/mo**  
 **Operations Pro - \$390/mo**

Billing Person: Andrea Bobb  
 Billing Address: 2154 E. Commons Ave., Suite 2000  
 City, State, Zip: Centennial, CO 80122

Phone: 303 858-1800  
 Email: abobb@wbapc.com

**Streamline:**  
 Name:  
 Title:  
 Date:  
 Signature:

**Authorized User:**  
 Name: Andrea Bobb  
 Title: Paralegal  
 Date:  
 Signature:



EXHIBIT A

Streamline Platform - Subscription Agreement

Compliance Basics

Essential tools for districts to meet compliance standards & regulations. **Look professional while meeting state requirements & best practices.**

**\$80** /month

Subscription Includes:

- Website hosting + content management
- Amplify™ design & experience builder (new in 2024)
- Google maps & locations Integration (new in 2024)
- Social feed integration
- Annual design reviews
- Annual board reports
- Compliance + posting checklist
- ADA accessibility assistant
- Meetings assistant
- One-click social sharing
- One-click email marketing & subscription building
- Payments / commerce tools
- E-Signature Forms
- Internal communications hub
- Support with integration of embedded tools
- Training + support

Community Pro

Everything that is offered in our compliance plan + design tools, email mktg, payments, e-signatures, & more. **Perfect for districts that are active in their community.**

**\$120** /month

Subscription Includes:

- Website hosting + content management
- Amplify™ design & experience builder (new in 2024)
- Google maps & locations Integration (new in 2024)
- Social feed integration
- Annual design reviews
- Annual board reports
- Compliance + posting checklist
- ADA accessibility assistant
- Meetings assistant
- One-click social sharing
- One-click email marketing & subscription building
- Payments / commerce tools
- E-Signature Forms
- Internal communications hub
- Support with integration of embedded tools
- Training + support

Operations Pro

Everything that is offered in our compliance & community plans + intranet, social feeds, board reports, & reviews. **Perfect for districts who want to streamline operations.**

**\$390** /month

Subscription Includes:

- Website hosting + content management
- Amplify+™ design & experience builder (new in 2024)
- Google maps & locations integration (new in 2024)
- Social feed integration
- Annual design reviews
- Annual board reports
- Compliance + posting checklist
- ADA accessibility assistant
- Meetings assistant
- One-click social sharing
- One-click email marketing & subscription building
- Payments / commerce tools
- E-Signature Forms
- Internal communications hub
- Support with integration of embedded tools
- Training + support



**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
MARABOU RANCH METROPOLITAN DISTRICT**

**ADOPTING A DIGITAL ACCESSIBILITY POLICY AND DESIGNATING A  
COMPLIANCE OFFICER**

WHEREAS, the Marabou Ranch Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “**Board**”) is empowered with the management, control, and supervision of all the business and affairs of the District; and

WHEREAS, pursuant to § 24-85-103(2.5), C.R.S., the Chief Information Officer in the Office of Information Technology has adopted accessibility standards as specified in 8 CCR 1501-11 Rules Establishing Technology Accessibility Standards (the “**Rules**”); and

WHEREAS, pursuant to § 24-85-103(3), C.R.S., on or before July 1, 2024, the District is required to take action to comply with the Rules; and

WHEREAS, the Board desires to adopt this Resolution to implement a digital accessibility policy and designate a compliance officer.

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

1. Adoption of Digital Accessibility Policy. The District hereby adopts the Digital Accessibility Policy (the “**Digital Accessibility Policy**”) set forth in **Exhibit A**, attached hereto and incorporated herein.

2. Appointment of Compliance Officer. The District hereby designates the District’s legal counsel as the District’s Compliance Officer (the “**Compliance Officer**”).

3. Severability. If any part, section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

4. Effective Date. This Resolution shall become effective as of June 19, 2024 and shall be enforced immediately thereafter and shall supersede any previous policy related to website accessibility.

5. Ratification of Past Action. The Board hereby ratifies any actions taken in the furtherance of the District’s business related to website accessibility by legal counsel from the January 1, 2024, through the date of this resolution.

*Remainder of Page Intentionally Left Blank, Signature Page Follows*

ADOPTED JUNE 19, 2024

**DISTRICT:**

**MARABOU RANCH METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado

By: \_\_\_\_\_  
Officer of the District

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel to the District

*Signature Page to Resolution Adopting a Digital Accessibility Policy and Designating a Compliance Officer*

## EXHIBIT A

### DIGITAL ACCESSIBILITY POLICY

#### 1. GENERAL

a. *Purpose.* The District is fully committed to providing accessible digital information to all members of the public. As part of this commitment, the District has adopted this Digital Accessibility Policy (the “**Policy**”) to ensure the District’s online services and digital communications comply with the Rules.

b. *Scope.* The District is committed to providing persons with disabilities equal access to digital information, including information made available through the District’s website and other digital content. This Policy has been developed to promote equal access to such digital information to persons with disabilities. This Policy applies to digital content produced by or under the control of the District, including the District’s official website. Accessibility requests may be submitted to the District in accordance with this Policy.

c. *Third Party Content.* The provisions of this Policy do not apply to third-party websites linked through the District’s website, such as state or federal agencies, or digital content not under control of the District. While the District is not responsible for ensuring the accessibility of third party-controlled content, the District is dedicated to assisting individuals experiencing accessibility issues when possible.

#### 2. COMPLIANCE INFORMATION

a. *Compliance Officer.* The Compliance Officer will be the point of contact for accessibility-related accommodations for digital content. The Compliance Officer or its designee is responsible for responding to reports of inaccessible digital content and accessibility requests.

b. *Testing Tools and Techniques.* The District utilizes a variety of tools, techniques, methods, and procedures to identify accessibility barriers and meet existing and new assistive technology needs. The District has engaged Streamline Software, Inc. (the “**Accessibility Vendor**”) to complete testing and remediation, ensuring the website and digital content contained therein are accessible and inclusive for users with disabilities in accordance with the Rules.

c. *Accessibility Reports.* The Accessibility Vendor will review the District’s website, user interfaces, and other digital content and summarize the same in a report provided to the District no less than annually (the “**Accessibility Report**”). The Accessibility Report will identify digital content that does not comply with the Rules. The Accessibility Vendor or the District, as appropriate, will take such steps as necessary to make such content compliant under the Rules. The District will maintain a record of the Accessibility Reports.

d. *District-Controlled Content.* The District will ensure that digital content under the control of the District produced, developed, maintained, modified, or used by the District on or after July 1, 2024, is compliant with the Rules.

e. Digital Accessibility Plan. The District will implement a digital accessibility plan (the “**Plan**”) to provide a long-term strategic approach for digital accessibility. The Compliance Officer will coordinate and implement the Plan. The Plan will be updated annually thereafter to ensure ongoing compliance. If applicable, a progress-to-date report will be posted to the District’s website quarterly for the period July 1, 2024 through June 30, 2025. The Plan will be in a form substantially similar to **Exhibit A-1** attached hereto.

f. Digital Accessibility Statement. The District will post the following digital accessibility statement on its website prior to July 1, 2024:

Marabou Ranch Metropolitan District, District  
Technology Accessibility Statement

Marabou Ranch Metropolitan District (the “**District**”) is committed to providing equitable access to our services to all Coloradans.

Our ongoing accessibility effort works towards being in line with the Web Content Accessibility Guidelines (WCAG) version 2.1, level AA criteria. These guidelines not only help make technology accessible to users with sensory, cognitive and mobility disabilities, but ultimately to all users, regardless of ability.

Our efforts are just part of a meaningful change in making the District’s services inclusive and accessible. We welcome comments on how to improve our technology’s accessibility for users with disabilities and for requests for accommodations to any District services.

**Feedback and support**

We welcome your feedback about the accessibility of the District’s online services. Please let us know if you encounter accessibility barriers. The District is committed to responding within three (3) business days.

Phone: (303) 858-1800

E-mail: [accessibility@wbapc.com](mailto:accessibility@wbapc.com)

White Bear Ankele Tanaka & Waldron  
Attn: Compliance Officer  
2154 E. Commons Ave, Suite 2000  
Centennial, CO 80122

### 3. REPORTING ACCESSIBILITY ISSUES

a. *Reporting an Accessibility Issue.* Individuals may report inaccessible content or requests for accommodations to the Compliance Officer using the contact information below. Such requests should identify the specific content that is being reported, the issue the individual is experiencing, and the name and contact information of the individual submitting the request. The Compliance Officer or their designee will confirm receipt of such requests within three (3) business days. The District is committed to resolving reports of inaccessible content and requests for accommodations within a reasonable period of time.

White Bear Ankele Tanaka & Waldron  
Attn: Compliance Officer  
2154 E. Commons Ave, Suite 2000  
Centennial, CO 80122  
Email: [accessibility@wbapc.com](mailto:accessibility@wbapc.com)  
Phone: (303) 858-1800

## EXHIBIT A-1

### MARABOU RANCH METROPOLITAN DISTRICT

#### Digital Accessibility Plan

*Approved on June 19, 2024*

#### I. Accessibility Standards

In accordance with Colorado law, Marabou Ranch Metropolitan District (the “**District**”) is committed to applying standard configurations for technologies and services, in accordance with the technical standards provided by:

- World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.1 Level AA or higher;
- Section 508 of the U.S. Rehabilitation Act of 1973 Chapters 3,4,6; and
- Following C.R.S. 24-85-101 to 24-85-104, ARTICLE 85.

#### II. The District’s Efforts

The District is fully committed to providing accessible digital information to all members of the public. Our ongoing accessibility effort works towards the day when the District’s online services and digital communications are accessible to the public, including equal access for persons with disabilities. The District has a plan to prioritize, evaluate, remediate, and continuously improve its online services and digital communications. Below, you’ll find some of the measures that the District is undertaking.

#### III. Accessibility Maturity

The District is at the following maturity level for 2024:

Check One:

- Inactive: No awareness and recognition of need. At this stage organizations are inventorying their technology, have begun to make investments, etc.
- Launch: Recognized need organization-wide. Planning initiated, but activities not well organized.
- Integrate: Roadmap including timeline is in place, overall organizational approach defined and well organized.
- Optimize: Incorporated into the whole organization, consistently evaluated, and actions taken on assessment outcomes.

#### IV. Maturity Level Discussion

The District has encountered the following challenges:

- Ensuring that all documents on the District's website are remediated and accessible
- The District does not have the financial resources to fully remediate all of its digital content and website platform immediately.
- The District does not have the administrative or personnel resources to fully inventory all of its digital content immediately.

The District has enjoyed the following successes:

- Developing an accessibility plan in order to ensure non-accessible documents are remediated.
- The District has made progress towards full compliance with WCAG 2.1 Level AA despite the challenges above. The organizational measures below detail the District's measures taken up to the date of this plan.

#### V. Organizational Measures

The District has taken the following measures:

- Posted an accessibility statement to the website.
- Posted the current progress-to-date quarterly report and contact information for receiving accessibility feedback and requests for reasonable accommodations and modifications to the website.
- Identified a Compliance Officer to respond to reasonable accommodation and modification requests.
- Validated through testing front-facing webpage compliance with WCAG 2.1 Level AA.
- Created and implemented a plan for providing reasonable accommodations and modifications until the technology can be made accessible.

**INCLUDE THE FOLLOWING MEASURES ONLY IF THE DISTRICT IS WORKING ON THEM:**

- Adopted a digital accessibility policy.
- Incorporated accessibility into vendor agreements.
- Conducted an inventory of all technology and prioritized remediation of digital content.
- Engaged a website accessibility vendor to make the District's front-facing web pages accessible.

The District has designated its Compliance Officer to coordinate and implement the plan. The District's Compliance Officer's contact information is as follows:

White Bear Ankele Tanaka & Waldron  
Attn: Compliance Officer  
2154 E. Commons Ave, Suite 2000  
Centennial, CO 80122  
Email: [accessibility@wbapc.com](mailto:accessibility@wbapc.com)  
Phone: (303) 858-1800

As the Compliance Officer for the District, I approve the District's Digital Accessibility Plan for 2024.

---

Compliance Officer of the District



**Marabou Ranch Metropolitan District**  
**Statement of Net Position**  
**May 31, 2024**

	<u>General Fund</u>	<u>Debt Service</u>	<u>Capital Fund</u>	<u>Fixed Assets &amp; LTD</u>	<u>TOTAL ALL FUNDS</u>
<b>ASSETS</b>					
<b>CASH</b>					
Alpine Bank Checking	65,391				<b>65,391</b>
ColoTrust	73,664				<b>73,664</b>
Community Banks- Bond Pmt Fund		46,322			<b>46,322</b>
Community Banks- Reserve Fund		68,742			<b>68,742</b>
Interfund Balances	(19,356)	19,356	-		<b>-</b>
<b>TOTAL CASH</b>	<b>119,699</b>	<b>134,420</b>	<b>-</b>	<b>-</b>	<b>254,119</b>
<b>OTHER CURRENT ASSETS</b>					
Due From County Treasurer	-	-			<b>-</b>
Property Taxes Receivable	3,742	2,455			<b>6,197</b>
Prepaid Expenses	625				<b>625</b>
Accounts Receivable	(49)				<b>(49)</b>
<b>TOTAL OTHER CURRENT ASSETS</b>	<b>4,317</b>	<b>2,455</b>	<b>-</b>	<b>-</b>	<b>6,773</b>
<b>FIXED ASSETS</b>					
Water Distribution System				-	<b>-</b>
Fencing				502,670	<b>502,670</b>
Riparian Improvements				259,030	<b>259,030</b>
Accumulated Depreciation				(138,681)	<b>(138,681)</b>
<b>TOTAL FIXED ASSETS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>623,019</b>	<b>623,019</b>
<b>TOTAL ASSETS</b>	<b>124,016</b>	<b>136,875</b>	<b>-</b>	<b>623,019</b>	<b>883,911</b>
<b>LIABILITIES &amp; DEFERED INFLOWS</b>					
<b>CURRENT LIABILITIES</b>					
Accounts Payable	7,213				<b>7,213</b>
<b>TOTAL CURRENT LIABILITIES</b>	<b>7,213</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7,213</b>
<b>DEFERRED INFLOWS</b>					
Deferred Property Taxes	3,742	2,455			<b>6,197</b>
<b>TOTAL DEFERRED INFLOWS</b>	<b>3,742</b>	<b>2,455</b>	<b>-</b>	<b>-</b>	<b>6,197</b>
<b>LONG-TERM LIABILITIES</b>					
Bonds Payable- Series 2019 A				802,000	<b>802,000</b>
Bonds Payable- Series 2019 B				235,900	<b>235,900</b>
Accrued Interest				-	<b>-</b>
<b>TOTAL LONG-TERM LIABILITIES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,037,900</b>	<b>1,037,900</b>
<b>TOTAL LIAB &amp; DEF INFLOWS</b>	<b>10,955</b>	<b>2,455</b>	<b>-</b>	<b>1,037,900</b>	<b>1,051,310</b>
<b>NET POSITION</b>					
Net Investment in Capital Assets				623,019	<b>623,019</b>
Amount to be Provided for Debt				(1,037,900)	<b>(1,037,900)</b>
Fund Balance- Non-Spendable	625				<b>625</b>
Fund Balance- Restricted	6,137	134,420			<b>140,557</b>
Fund Balance-Assigned	45,000				<b>45,000</b>
Fund Balance- Unassigned	61,299				<b>61,299</b>
<b>TOTAL NET POSITION</b>	<b>113,062</b>	<b>134,420</b>	<b>-</b>	<b>(414,881)</b>	<b>(167,399)</b>
	<b>=</b>	<b>=</b>	<b>=</b>	<b>=</b>	<b>=</b>

No assurance is provided on these non-GAAP budgetary basis financial statements; substantially all disclosures ordinarily included have been omitted.

	2023 Unaudited Actual	2024 Adopted Budget	Variance Favorable (Unfavor)	2024 Forecast	YTD Thru 05/31/24 Actual	YTD Thru 05/31/24 Budget	Variance Favorable (Unfavor)
<b>PROPERTY TAXES</b>							
<b>Lot Breakdown:</b>							
# of Vacant Lots	49	48		48			
# of Improved Lots	13	14		14			
<b>Total # of Lots</b>	<b>62</b>	<b>62</b>		<b>62</b>			
Average Vacant Lot AV	16,521	19,413		19,413			
Average Improved Lot AV	205,434	285,248		285,248			
<b>Assessed Valuation</b>	3,480,170	4,925,280		4,925,280			
	=	=		=			
<b>Mill Levy Breakdown:</b>							
Mill Levy - Operations	14.000	10.960		10.960			
Mill Levy - Debt	5.600	4.290		4.290			
<b>Total</b>	<b>19.600</b>	<b>15.250</b>		<b>15.250</b>			
Property Tax Revenue - Operations	48,722	53,981		53,981			
Property Tax Revenue - Debt	19,489	21,129		21,129			
<b>Total</b>	<b>68,211</b>	<b>75,111</b>		<b>75,111</b>			
<b>OPERATIONS &amp; CAPITAL FEES</b>							
<b>Vacant Lot Fee Breakdown:</b>							
Operations Assessment	2,643	2,911		2,911			
Capital / Debt Assessment	1,057	1,139		1,139			
<b>Total Fee Per Vacant Lot</b>	<b>3,700</b>	<b>4,050</b>		<b>4,050</b>			
Add Average Property Tax Per Vacant Lot	\$324	\$296		\$296			
<b>Total Taxes &amp; Fees- Vacant Lot</b>	<b>\$4,024</b>	<b>\$4,346</b>		<b>\$4,346</b>			
<b>Average Property Tax Per Improved Lot</b>	<b>\$4,027</b>	<b>\$4,350</b>		<b>\$4,350</b>			

Marabou Ranch Metropolitan District  
 Statement of Revenues, Expenditures, & Changes In Fund Balance  
 Modified Accrual Basis For the Period Indicated

Date Printed:

Date Printed: 6/12/24

	2023 Unaudited Actual	2024 Adopted Budget	Variance Favorable (Unfavor)	2024 Forecast	YTD Thru 05/31/24 Actual	YTD Thru 05/31/24 Budget	Variance Favorable (Unfavor)
<b>COMBINED FUNDS</b>							
<b>REVENUE</b>							
Property Taxes	68,211	77,923	(281)	77,642	68,914	68,909	5
Specific Ownership Taxes	4,784	5,258	-	5,258	1,501	1,753	(251)
Maintenance Fees (Vacant Lot Operations)	129,507	139,728	-	139,728	69,864	69,864	(0)
Vacant Lot Fees- Capital/Debt	51,793	54,672	-	54,672	27,336	27,336	-
Interest	8,538	3,365	650	4,015	2,271	1,402	869
Association Contributions	-	-	-	-	-	-	-
Other Revenues	150	200	600	800	625	83	542
<b>TOTAL REVENUE</b>	<b>262,983</b>	<b>281,145</b>	<b>969</b>	<b>282,114</b>	<b>170,511</b>	<b>169,347</b>	<b>1,164</b>
<b>EXPENDITURES</b>							
Administration	65,920	59,759	500	59,259	28,151	28,268	117
Operations	344,751	141,800	3,421	138,379	69,206	60,500	(8,706)
Organizational Costs	-	-	-	-	-	-	-
Debt Service	71,187	86,707	-	86,707	580	558	(22)
Capital Outlay	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>481,858</b>	<b>288,266</b>	<b>3,921</b>	<b>284,345</b>	<b>97,938</b>	<b>89,326</b>	<b>(8,612)</b>
<b>REVENUE OVER / (UNDER) EXP</b>	<b>(218,875)</b>	<b>(7,121)</b>	<b>4,890</b>	<b>(2,231)</b>	<b>72,573</b>	<b>80,022</b>	<b>(7,449)</b>
<b>OTHER SOURCES / (USES)</b>							
Bond Proceeds	140,000	-	-	-	-	-	-
<b>TOTAL OTHER SOURCES / (USES)</b>	<b>140,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CHANGE IN FUND BALANCE</b>	<b>(78,875)</b>	<b>(7,121)</b>	<b>-</b>	<b>(2,231)</b>	<b>72,573</b>	<b>80,022</b>	<b>(7,449)</b>
<b>BEGINNING FUND BALANCE</b>	<b>253,783</b>	<b>165,175</b>	<b>9,733</b>	<b>174,908</b>	<b>174,908</b>	<b>165,175</b>	<b>9,733</b>
<b>ENDING FUND BALANCE</b>	<b>174,908</b>	<b>158,054</b>	<b>14,623</b>	<b>172,678</b>	<b>247,482</b>	<b>245,197</b>	<b>2,285</b>
	=	=	=	=	=	=	=
<b>COMPONENTS OF FUND BALANCE:</b>							
Non-Spendable	3,400	3,500	580	4,080	625		
Restricted for Emergencies	5,304	6,108	29	6,137	6,137		
Restricted for Debt Service	88,455	79,116	177	79,293	134,420		
Restricted for Capital Improvements	-	-	-	-	-		
Assigned For Following Year Budget Deficit	-	-	-	-	-		
Assigned for Capital Replacements	45,000	60,000	(30,000)	30,000	45,000		
Unassigned	32,750	9,330	43,837	53,167	61,299		
<b>TOTAL ENDING FUND BALANCE</b>	<b>174,908</b>	<b>158,054</b>	<b>14,623</b>	<b>172,678</b>	<b>247,482</b>		
	=	=	=	=	=		

Marabou Ranch Metropolitan District  
 Statement of Revenues, Expenditures, & Changes In Fund Balance  
 Modified Accrual Basis For the Period Indicated

Date Printed:

Date Printed: 6/12/24

	2023 Unaudited Actual	2024 Adopted Budget	Variance Favorable (Unfavor)	2024 Forecast	YTD Thru 05/31/24 Actual	YTD Thru 05/31/24 Budget	Variance Favorable (Unfavor)
<b>GENERAL FUND</b>							
<b>REVENUE</b>							
Property Taxes	48,722	53,981	-	53,981	47,709	47,503	205
Property Taxes - State Backfill		2,812	(281)	2,531	2,531	2,812	(281)
Specific Ownership Taxes	3,417	3,779	-	3,779	1,079	1,260	(181)
Maintenance Fees (Vacant Lot Operations)	129,507	139,728	-	139,728	69,864	69,864	(0)
Interest Income	7,353	3,100	650	3,750	2,158	1,292	866
Late Fees & Interest	-	-	-	-	-	-	-
Other Income (Estoppel Fees)	150	200	600	800	625	83	542
<b>TOTAL REVENUE</b>	<b>189,150</b>	<b>203,600</b>	<b>969</b>	<b>204,569</b>	<b>123,965</b>	<b>122,814</b>	<b>1,151</b>
<b>EXPENDITURES</b>							
<b>Administration</b>							
Accounting	21,689	20,900	-	20,900	9,119	9,196	77
Audit	-	-	-	-	-	-	-
District Management	12,000	12,000	-	12,000	5,000	5,000	-
Election	3,035	500	500	-	-	500	500
Insurance & SDA Dues	3,248	3,640	-	3,640	3,400	3,640	240
Legal	20,736	17,100	-	17,100	8,557	6,840	(1,717)
Water Rights- Legal & Engineering	-	-	-	-	-	-	-
Office Supplies & Misc Other	1,152	1,500	-	1,500	392	625	233
Credit Card Fees	2,595	2,500	-	2,500	177	1,042	865
Treasurer's Fees	1,465	1,619	-	1,619	1,507	1,425	(82)
<b>Total Administration</b>	<b>65,920</b>	<b>59,759</b>	<b>500</b>	<b>59,259</b>	<b>28,151</b>	<b>28,268</b>	<b>117</b>
<b>Operations</b>							
Water System Maintenance	20,360	16,800	-	16,800	11,503	7,000	(4,503)
Road Maintenance	1,723	3,000	-	3,000	-	-	-
Cattle Guard Maintenance	-	2,000	-	2,000	-	-	-
Snow Removal	45,683	41,000	(20,000)	61,000	40,900	27,333	(13,567)
Gate Maintenance	3,789	1,500	-	1,500	225	750	525
Fence Maintenance	-	3,000	-	3,000	-	-	-
Pond/Ditch/Irrigation Maintenance	1,010	4,000	-	4,000	-	-	-
Riparian Improvement Maintenance	259,030	20,000	-	20,000	-	-	-
Landscaping/Open Space Maintenance	-	500	-	500	-	-	-
Trail Maintenance	9,875	10,000	-	10,000	-	-	-
Sign Maintenance	3,283	15,000	(1,579)	16,579	16,579	15,000	(1,579)
Contingency	-	25,000	25,000	-	-	10,417	10,417
<b>Total Operations</b>	<b>344,751</b>	<b>141,800</b>	<b>3,421</b>	<b>138,379</b>	<b>69,206</b>	<b>60,500</b>	<b>(8,706)</b>
<b>TOTAL EXPENDITURES</b>	<b>410,671</b>	<b>201,559</b>	<b>3,921</b>	<b>197,638</b>	<b>97,357</b>	<b>88,768</b>	<b>(8,590)</b>
<b>REVENUE OVER / (UNDER) EXP</b>	<b>(221,521)</b>	<b>2,040.64</b>	<b>4,890</b>	<b>6,931</b>	<b>26,608</b>	<b>34,046</b>	<b>(7,438)</b>
<b>OTHER SOURCES / (USES)</b>							
Association Advance (Repayment)	-	-	-	-	-	-	-
Transfer from (to) Other Funds	140,000	-	-	-	-	-	-
<b>TOTAL OTHER SOURCES / (USES)</b>	<b>140,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CHANGE IN FUND BALANCE</b>	<b>(81,521)</b>	<b>2,041</b>	<b>4,890</b>	<b>6,931</b>	<b>26,608</b>	<b>34,046</b>	<b>(7,438)</b>
<b>BEGINNING FUND BALANCE</b>	<b>167,975</b>	<b>76,897</b>	<b>9,556</b>	<b>86,454</b>	<b>86,454</b>	<b>76,897</b>	<b>9,556</b>
<b>ENDING FUND BALANCE</b>	<b>86,454</b>	<b>78,938</b>	<b>14,446</b>	<b>93,384</b>	<b>113,062</b>	<b>110,944</b>	<b>2,118</b>
=	=	=	=	=	=	=	=

Marabou Ranch Metropolitan District  
 Statement of Revenues, Expenditures, & Changes In Fund Balance  
 Modified Accrual Basis For the Period Indicated

Date Printed:

Date Printed: 6/12/24

	2023 Unaudited Actual	2024 Adopted Budget	Variance Favorable (Unfavor)	2024 Forecast	YTD Thru 05/31/24 Actual	YTD Thru 05/31/24 Budget	Variance Favorable (Unfavor)
<b>DEBT SERVICE FUND</b>							
<b>REVENUE</b>							
Property Taxes	19,489	21,129	-	21,129	18,674	18,594	80
Specific Ownership Taxes	1,367	1,479	-	1,479	422	493	(71)
Vacant Lot Capital / Debt Fees	51,793	54,672	-	54,672	27,336	27,336	-
Interest Income	1,185	265	-	265	113	110	3
<b>TOTAL REVENUE</b>	<b>73,834</b>	<b>77,545</b>	<b>-</b>	<b>77,545</b>	<b>46,546</b>	<b>46,533</b>	<b>12</b>
<b>EXPENDITURES</b>							
Bond Principal- Series A	32,000	33,000	-	33,000	-	-	-
Bond Interest- Series A	34,611	33,283	-	33,283	-	-	-
Bond Principal- Series B	-	-	-	-	-	-	-
Bond Interest- Series B	3,980	9,790	-	9,790	-	-	-
Treasurer's Fees	586	634	-	634	560	558	(2)
Bond Issuance Costs	-	-	-	-	-	-	-
Contingency	10	10,000	-	10,000	20	-	(20)
<b>TOTAL EXPENDITURES</b>	<b>71,187</b>	<b>86,707</b>	<b>-</b>	<b>86,707</b>	<b>580</b>	<b>558</b>	<b>(22)</b>
<b>REVENUE OVER / (UNDER) EXP</b>	<b>2,647</b>	<b>(9,161)</b>	<b>-</b>	<b>(9,161)</b>	<b>45,965</b>	<b>45,975</b>	<b>(10)</b>
<b>OTHER SOURCES / (USES)</b>							
Transfer To Other Funds	(140,000)	-	-	-	-	-	-
Bond Proceeds- Series A	-	-	-	-	-	-	-
Bond Proceeds- Series B	140,000	-	-	-	-	-	-
<b>TOTAL OTHER SOURCES / (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CHANGE IN FUND BALANCE</b>	<b>2,646.70</b>	<b>(9,161)</b>	<b>-</b>	<b>(9,161)</b>	<b>45,965</b>	<b>45,975</b>	<b>(10)</b>
<b>BEGINNING FUND BALANCE</b>	<b>85,808</b>	<b>88,278</b>	<b>177</b>	<b>88,455</b>	<b>88,455</b>	<b>88,278</b>	<b>177</b>
<b>ENDING FUND BALANCE</b>	<b>88,455</b>	<b>79,116</b>	<b>177</b>	<b>79,293</b>	<b>134,420</b>	<b>134,253</b>	<b>167</b>
	=	=	=	=	=	=	=
<b>COMPONENTS OF FUND BALANCE:</b>							
Debt Service Reserve Fund	68,671	68,000	-	68,000	68,742		
Bond Payment Fund	19,784	11,116	177	11,293	65,678		
<b>TOTAL FUND BALANCE</b>	<b>88,455</b>	<b>79,116</b>	<b>177</b>	<b>79,293</b>	<b>134,420</b>		
	=	=	=	=	=		

	2023 Unaudited Actual	2024 Adopted Budget	Variance Favorable (Unfavor)	2024 Forecast	YTD Thru 05/31/24 Actual	YTD Thru 05/31/24 Budget	Variance Favorable (Unfavor)
<b>CAPITAL FUND</b>							
<b>REVENUE</b>							
Interest income	-	-	-	-	-	-	-
<b>TOTAL REVENUE</b>	-	-	-	-	-	-	-
<b>EXPENDITURES</b>							
Bank & Credit Card Fees	-	-	-	-	-	-	-
Association Repayment- Organizational Costs	-	-	-	-	-	-	-
Capital- Roads	-	-	-	-	-	-	-
Capital- Fencing	-	-	-	-	-	-	-
Capital- Fire Mitigation	-	-	-	-	-	-	-
Capital- Riparian Improvement	-	-	-	-	-	-	-
Capital- Other / Contingency	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	-	-	-	-	-	-	-
<b>REVENUE OVER / (UNDER) EXP</b>	-	-	-	-	-	-	-
<b>OTHER SOURCES / (USES)</b>							
Transfer From Debt Service	-	-	-	-	-	-	-
<b>TOTAL OTHER SOURCES / (USES)</b>	-	-	-	-	-	-	-
<b>CHANGE IN FUND BALANCE</b>	-	-	-	-	-	-	-
<b>BEGINNING FUND BALANCE</b>	-	-	-	-	-	-	-
<b>ENDING FUND BALANCE</b>	-	-	-	-	-	-	-
	=	=	=	=	=	=	=

**MARABOU RANCH METRO DISTRICT  
ACCOUNTS PAYABLE  
March 16 - June 12, 2024**

PAYEE	AMOUNT	DESCRIPTION
<b><u>Payables to be Approved &amp; Paid</u></b>		
Marabou Owners Association Inc	\$ 3,345	Management, water treatment
Marchetti & Weaver LLC	\$ 920	Accounting
Streamline	\$ 960	Water system maintenance
White Bear Ankele Tanaka Waldron	\$ 1,459	District counsel
<b><u>Payables to be Ratified</u></b>		
Alpine Bank	\$ 90	Bank fees
Community Banks	\$ 20,226	Bond payments
Marabou Owners Association Inc	\$ 8,347	Management, water treatment, snow plowing, maintenance
Marchetti & Weaver LLC	\$ 2,396	Accounting
Native Excavating Inc	\$ 782	Fire Damage
Native Excavating Inc	\$ 2,895	Snow Removal
Steamboat Precision LLC	\$ 1,070	Signage
Weekes Forest Products	\$ 12,390	Sign Posts
White Bear Ankele Tanaka Waldron	\$ 2,654	District counsel
<b>Total Payables to be Approved</b>	<b>\$ 57,533</b>	