

**HAWTHORN METROPOLITAN DISTRICT NO. 2**  
**SPECIAL MEETING**  
Via Teleconference  
March 1, 2021 at 2:00 p.m.

[www.hawthornmetrodistrict.org](http://www.hawthornmetrodistrict.org)

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Krystal Bigley, President	Term to May 2023
Carly Fenton, Secretary	Term to May 2023
Matthew Cavanaugh, Assistant Secretary	Term to May 2023
Andrea Stewart, Assistant Secretary	Term to May 2022
Brittany Lutz, Treasurer	Term to May 2022

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*Due to Executive Orders issued by Governor Polis and Public Health Orders implementing the Executive Orders issued by the Colorado Department of Health and Environment, and the threat posed by the COVID-19 coronavirus, this meeting will be held via teleconferencing and can be joined through the directions below:*

Link: <https://zoom.us/j/95790723198?pwd=UEhWZWVudHhjRmZyWEg3OUhCMTd4QT09>

Meeting ID: 957 9072 3198

Passcode: 027473

Call-In Number: 1-669-900-9128

**NOTICE OF SPECIAL MEETING AND AGENDA**

1. Call to Order/Declaration of Quorum
2. Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Public Comment – Members of the public may express their views to the Board on matters that affect the District that are not otherwise on the agenda. Comments will be limited to three (3) minutes per person. Comments will be taken in the order reflected on the sign in sheet.
5. Consent Agenda
  - a. Approval of Minutes from November 16, 2020 Special Meeting (**enclosure**)
6. Facilities/Management Matters
  - a. District Manager Update
  - b. Update of Completed Project to Fix Drainage on Hill East of Soccer Field
  - c. Update of Completed Project to Replace Additional (24) Dead Trees
  - d. Update Regarding Spring Seeding
  - e. Update Regarding Erosion Near 93<sup>rd</sup> and 58<sup>th</sup> by Jefferson County

- f. Discussion and Consider Approval of Environmental Landworks Company Recommended Proposals (**enclosures**)
  - g. Covenant Enforcement Update (**enclosure**)
  - h. Discussion of Architectural Review Committee
  - i. Discussion of Architectural Review Guideline Changes Regarding Flags (**enclosure**)
  - j. Consider Approval of First Amendment to Independent Contractor Agreement with Environmental Landworks Company, Inc. for Landscape Maintenance Services (**enclosure**)
7. Legal Matters
- a. Consider Approval of Right-of-Way Agreement (Non-Exclusive) between the District and North Table Mountain Water and Sanitation District (**enclosure**)
  - b. Consider Approval of Temporary Construction Easement Agreement between the District and The Bark Yard LLC (**enclosure**)
  - c. Consider Approval of Reciprocal Easement Agreement between the District and The Bark Yard LLC (**enclosure**)
8. Financial Matters
- a. Acceptance of Unaudited Financials and Approval of Claims (**enclosure**)
  - b. Consider Approval of Engagement of Auditor for 2020 Audit (**enclosure**)
  - c. Other Financial Matters
9. Director Matters
10. Other Business
11. Adjourn

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS OF

HAWTHORN METROPOLITAN DISTRICT NO. 2

Held: Monday, November 16, 2020, at 2:00 p.m. via Teleconference

Due to the Executive Orders issued by Governor Polis and Public Health Orders implementing the Executive Orders issued by the Colorado Department of Health and Environment, and the threat posed by the COVID-19 coronavirus, this meeting will be held via teleconference.

**Attendance**

The special meeting of the Board of Directors of the Hawthorn Metropolitan District No. 2, was called and held as shown above and in accordance with the applicable statutes of the State of Colorado. The following Directors, having confirmed their qualification to serve on the Board, were in attendance:

Krystal Bigley  
Carly Fenton  
Matthew Cavanaugh  
Andrea Stewart  
Brittany Lutz

Director Matthew Cavanaugh was absent. All Director absences are deemed excused unless otherwise specified.

Also present were Megan J. Murphy, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Alex Fink, CliftonLarsonAllen LLP, District Accountant; Peggy Ripko, Special District Management Services, Inc., District Manager; and Eric Killian, a homeowner.

**Call to Order**

It was noted that a quorum of the Board was present and the meeting was called to order.

**Conflict of Interest Disclosures**

Ms. Murphy advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Murphy reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those

disclosures were acknowledged by the Board. Ms. Murphy 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**

Ms. Murphy presented the 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**

Following a summary by Ms. Murphy, the items on the consent agenda was approved by one motion duly made and seconded, and unanimously carried.

1. Minutes from September 14, 2020 Special Meeting
2. Notice to Electors Pursuant to § 32-1-809, C.R.S.

Following discussion, upon a motion duly made and seconded, the Board unanimously authorized legal counsel to bind 2021 insurance coverage for the District.

**Facilities/Management Matters**

**District Manager Update**

Ms. Ripko provided a District Manager update to the Board.

**Update on Completed Project to Fix Drainage on Hill East of Soccer Field**

Ms. Ripko presented a proposal from Environmental Landworks in the amount of \$2,910 to fix drainage and add crusher fins with stabilizer near the soccer field. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal.

**Environmental Landworks Company, Inc. Proposal to Replace Additional (17) Dead Trees and Subsequent Warranty Refund Received This Year**

Ms. Ripko presented a proposal from Environmental Landworks in the amount of \$21,435 to remove and replace trees. Ms. Ripko noted tree planting will occur in Spring 2021. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal.

**Consider Approval of Animal and Pest Control Proposal**

Ms. Ripko presented a proposal from Animal and Pest Control Specialist to remove prairie dogs on District property. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal.

Consider Approval of Proposal Related To Re-Seeding Measures For Tract A-C  
Covenant Enforcement Update

Ms. Ripko noted that the proposal has already been approved by the Board and she will confirm the proposal includes all tracts that have native grass that need to be re-seeded.

Ms. Ripko provided a covenant enforcement update to the Board.

Discussion of Architectural Review Committee

Deferred.

Discussion of Architectural Review Guidelines Changes

Mr. Eric Killian discussed his proposal to amend the Residential Improvement Guidelines to allow some structure types described in the Residential Improvement Guidelines to be made from cedar and stained or left in their natural wood state.

Following discussion, upon a motion duly made and seconded, the Board determined to not make any changes to the Residential Improvement Guidelines.

Discussion Regarding Right-of-Way Agreement (Non-Exclusive) between the District and North Table Mountain Water and Sanitation District

Ms. Murphy presented a Right-of-Way Agreement between the District and North Table Mountain Water and Sanitation District to provide one water pipeline and one sanitary sewer pipeline on District property to benefit an adjacent property owner.

Following discussion, the Board directed legal counsel to continue discussion with the adjacent property owner regarding conditions precedent to the District approving the proposed Right-of-Way Agreement.

### **Legal Matters**

Consider Adoption of 2021 Annual Administrative Resolution

Ms. Murphy presented the 2021 Annual Administrative Resolution to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution.

### **Financial Matters**

Consider Approval of Payables/Financials

Mr. Fink presented the Board with the October 31, 2020 unaudited financial statements. Following discussion, upon a motion duly made and seconded, the Board unanimously accepted the unaudited financial statement.

Mr. Fink presented the Board with checks and electronic funds transfers in the amount of \$28,595.65. Following discussion, upon a

Conduct Public Hearing on 2020 Budget Amendment

motion duly made and seconded, the Board unanimously ratified the claims.

Director Bigley opened the public hearing for the 2020 budget amendment. Ms. Murphy noted that the notice for the public hearing was published in accordance with Colorado Law in the *Golden Transcript*. No written objections were received prior to the meeting. There being no public comment, the hearing was closed.

Mr. Fink determined a 2020 budget amendment was not required.

Conduct Public Hearing on 2021 Budget and Consider Adoption of Resolution to Adopt 2021 Budget and Set Mill Levies

Director Bigley opened the public hearing for the 2021 budget. Ms. Murphy noted that the notice for the public hearing was published in accordance with Colorado Law in the *Golden Transcript*. No written objections were received prior to the meeting. There being no public comment, the hearing was closed.

Mr. Fink reviewed the 2021 Budget Resolution with the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution adopting the 2021 Budget as discussed, appropriating funds therefore and certifying 20.382 mills for the general fund and 55.663 mills for the debt service fund.

The Board noted that the mill levy and the annual operations fee are not increasing in 2021.

The Board directed legal counsel and the District's accountant to certify the mill levy by December 15, 2020 and file the 2021 Budget by January 30, 2021.

Consider Approval of Engagement of Auditor for 2020 Audit

Deferred.

Other Financial Matters

None.

### **Director Matters**

Announcement Regarding Volleyball and Soccer Net Takedown

Director Bigley noted that the volleyball and soccer nets were removed in October and will be stored until March 15<sup>th</sup> when Environmental Landworks will reinstall the nets. Director Bigley will store the nets at no cost to the District.

Announcement Regarding  
Wooden Tree Stakes

Director Bigley noted that Director Fenton and her family have removed wooden tree stakes through the community at no cost to the District.

**Other Business**

Discuss 2021 Meeting  
Schedule

The Board determined to hold regular meetings on March 1, 2021; June 7, 2021; September 6, 2021; and December 6, 2021.

**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.

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 1<sup>st</sup> day of March, 2021.

DRAFT

## Megan J. Murphy

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**From:** Peggy Ripko <pripko@sdmsi.com>  
**Sent:** Wednesday, February 3, 2021 7:14 AM  
**To:** Megan J. Murphy  
**Subject:** FW: Landscape Plan(S)  
**Attachments:** hawthorne Forebay and Drain Pans.pdf; Hawthorn MD Snow Removal Map.pdf

Hi, Megan-

Can you add this to the next agenda?

*Peggy Ripko*

*District Manager & Community Management Division Manager*

Special District Management Services, Inc.

141 Union Boulevard, Suite 150

Lakewood, CO 80228-1898

[pripko@sdmsi.com](mailto:pripko@sdmsi.com)

Phone: 303-987-0835

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**From:** Marco Buttram <marcob@elciworks.com>

**Sent:** Monday, February 1, 2021 12:56 PM

**To:** Peggy Ripko <pripko@sdmsi.com>

**Cc:** Krystal Bigley <krystalbigley@gmail.com>

**Subject:** RE: Landscape Plan(S)

Good morning, friends!

I have 3 items I would like to discuss with you all in the hawthorne landscape world:

1. I was walking the fence lines for the kennel today. Upright junipers (see pic below) would probably be your best bet for adding some sort of coverage for the fence at the kennel. There is one significant issue and more than likely a costly factor. There is one drip valve that runs the hillside up the path towards the kennel. I can see that the health of the trees decline as you go up the hill. We believe this to be the fact that there is not enough pressure to adequately water those trees. It takes a long time to fill up the lines to get up that hill. With that being said, to satisfy the necessary water for the trees on top of the hill, you have to flood the trees at the bottom, or not get enough water to the top trees. There just isn't enough pressure and the water doesn't fill up those lines without significant time. This wasn't a very well planned out design, unfortunately! With that being said, the only way we could add more trees along that fence line and water them on top of that hill would be to add another valve. This would be heavy on the labor end because we would have to trench all the way up that hill and tap into the irrigation mainline at the bottom. We also wouldn't really have a definite game plan until we can turn on the water and do an audit. I can get some prices if you want to consider this, but its gonna be +/- \$6,000.00. Again, I can t get that audit done until the water is back on in the spring.

Please let me know your thoughts on that.



2. Im not sure what the city of Golden/Arvada has mentioned about the cleaning out of your forebays and drain pans? Im not 100% certain on as to what belongs to the HOA or not either? I have attached a map with locations of forebays and drain pans along some of the native area drainage areas. In most cities, these must be clean of debris and plant material yearly. Your forebays and drain pans look as though they have never been cleaned. There is about 1' of sediment as well as cattails that are thick into the concrete drain pans. We would like to clean these out for you. I feel pretty certain that the city is going to come after those at some point. We have been cleaning these out all over the metro area over the last few years. The initial clean would be a little timely and costly. However, we would like to put the cleaning of these into the contract in the future and keep them cleaned year round. If cleaned out bi yearly or yearly, this will be a very easy, a very little time consuming project!

See attachment for 3 forebay details. Id like to know if you are also responsible for more. Id be happy to meet onsite to show you the significance and reason for these actions. We will send you a proposal on the initial cleanup for those listed above this week. Let me know your thoughts.

3. Snow assignments: We are a little confused at the snow work here. We haven't gotten enough snow this year to clean up the trails. I see that there are no shovels to be used on the side walks and trails. They are also set to be cleaned at 4" Is this for all trails? Is the only 2" tolerance for mailboxes? We will need to get a machine in there to handle all sidewalks and trails if I understand this correctly? Are all sidewalks and trails 4" to be cleaned up with a machine? Or are the sidewalks also 2" and the trails 4"? I just want to be on the same page so we are not shorting you snow work or upsetting any homeowners in the HOA?

Let me know you your thoughts on these items. Have a nice week!



Respectfully,

**Marco Buttram** | Account Manager  
**Environmental Landworks Company, Inc.**  
17173 Mount Vernon Road | Golden, Colorado 80401  
Office 303.862.9480 | Cell 720.766.5863  
[marcob@elciworks.com](mailto:marcob@elciworks.com) | <http://www.elciworks.com>



**ENVIRONMENTAL**  
**LANDWORKS COMPANY, INC.**

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**From:** Peggy Ripko <[pripko@sdmsi.com](mailto:pripko@sdmsi.com)>

**Sent:** Tuesday, January 26, 2021 10:44 AM

To: Marco Buttram <[marcob@elciworks.com](mailto:marcob@elciworks.com)>

Subject: Landscape Plan

Hi, Marco-

You are probably aware of the dog kennel on the north end of the property. The fence blew down and in doing some research we have discovered it is not on our property.

The board is wondering about some sort of landscaping installation up there- low water, but something that might be able to block the kennel from view a little bit.

Do you have someone on your staff who would be able to help with this?

Peggy

*Peggy Ripko*

**District Manager & Community Management Division Manager**

**Special District Management Services, Inc.**

141 Union Boulevard, Suite 150

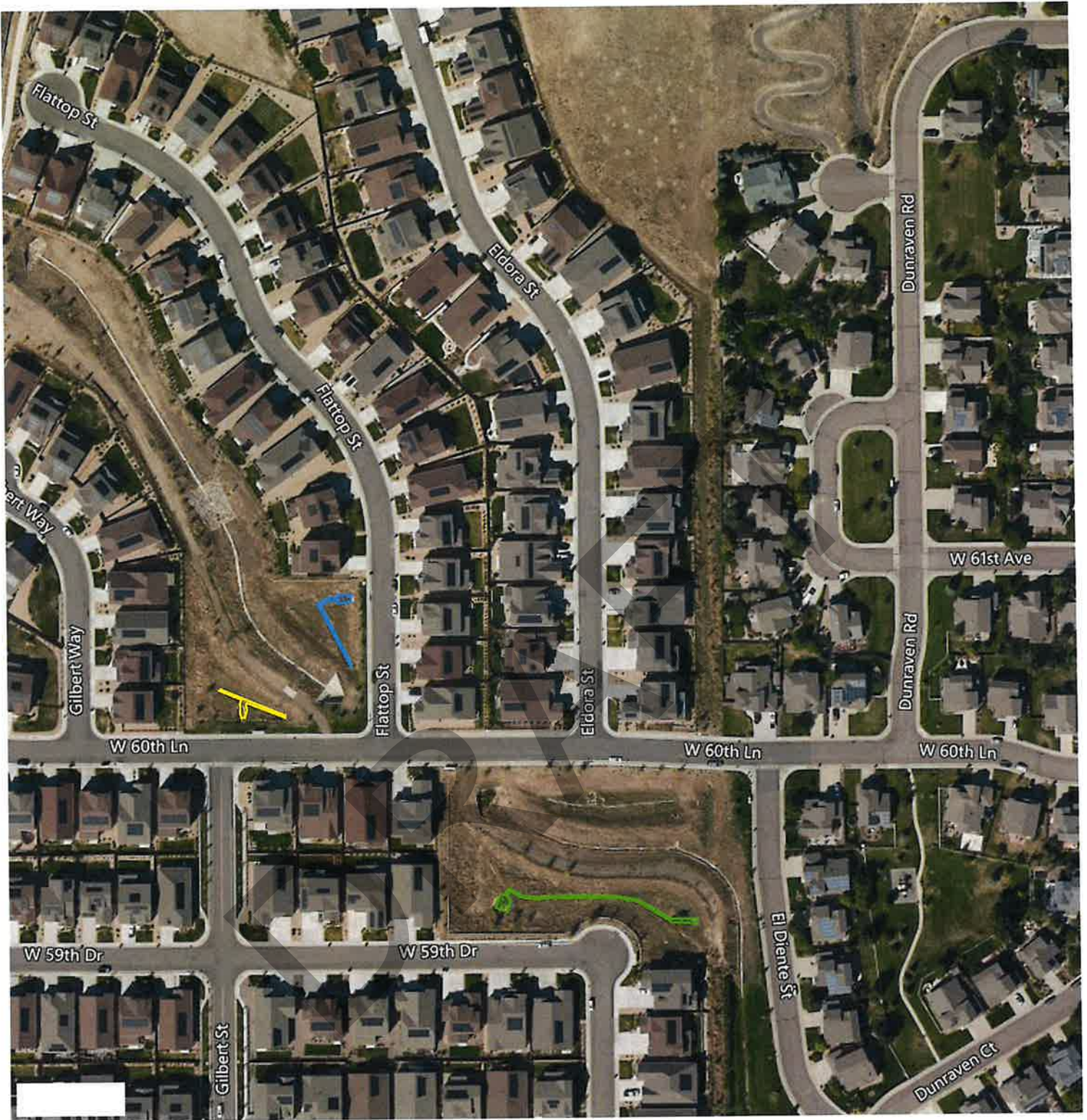
Lakewood, CO 80228-1898

[pripko@sdmsi.com](mailto:pripko@sdmsi.com)

Phone: 303-987-0835

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### Hawthorn HOA

Template

Parcel

Tags

Template: Custom Template beta



To change template, delete measurements

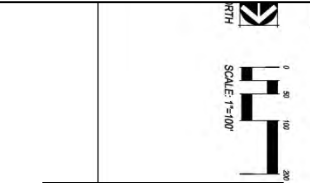
- Turf** 138,802.31 ft<sup>2</sup> ⊗
- Mulch** 425.01 ft<sup>2</sup> ⊗
- Sidewalks** ⊗



# Hawthorn Metropolitan District































## Snow Removal Map

-  Walks for Snow Removal. **ATV Snow Plow ONLY. NO HAND SHOVEL ON WALKS**
-  Mail Kiosk. Hand Shovel



METROPOLITAN DISTRICT MAINTENANCE MAP  
SCALE: 1"=100'-0"

LEGEND

-  ESCALATED SHADE TREE 25' CAL.
-  TREE
-  TREE 6" TO 14" DBH
-  BETWEEN NATIVE SEED
-  ESCALATED SHADE TREE 25' CAL.
-  TREE
-  TREE 6" TO 14" DBH
-  BETWEEN NATIVE SEED
-  ESCALATED SHADE TREE 25' CAL.
-  TREE
-  TREE 6" TO 14" DBH
-  BETWEEN NATIVE SEED
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-  ESCALATED SHADE TREE 25' CAL.
-  TREE
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-  ESCALATED SHADE TREE 25' CAL.
-  TREE
-  TREE 6" TO 14" DBH
-  BETWEEN NATIVE SEED
-  ESCALATED SHADE TREE 25' CAL.
-  TREE
-  TREE 6" TO 14" DBH
-  BETWEEN NATIVE SEED
-  ESCALATED SHADE TREE 25' CAL.
-  TREE
-  TREE 6" TO 14" DBH
-  BETWEEN NATIVE SEED

**BEFORE YOU DIG**  
CALL 800-422-1657  
FOR THE LOCATION OF  
UNDERGROUND UTILITIES  
BEFORE YOU DIG



# HAWTHORN

FINAL LANDSCAPE PLANS  
JEFFERSON COUNTY, COLORADO

DATE: 12.21.12  
PROJECT #: 12-000-022-1657  
DRAWN BY: DJL/MW  
CHECKED BY: CX  
REVISIONS:  
DATE: 07.23.2013 REV: 01

FINAL LANDSCAPE PLANS  
METRO DISTRICT MAINTENANCE

**Constium Design**  
LAND PLANNING AND  
LANDSCAPE ARCHITECTURE  
7353 SOUTH ALTON WAY  
SUITE 135  
CENTENNIAL, CO 80112  
TEL 303.224.9520  
FAX 303.224.9524  
www.constiumdesign.com

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**Violations Summary**  
 Hawthorn Metro District  
 Period: 1/1/2021 through 2/22/2021

Violation Type / Item	Escalation	Item Count	# Letters	# Violations
<b>Holiday Decorations</b>				
	Open			
Holiday Decorations: Left Up	Level Courtesy Notice	2		
Holiday Lights: Left Up	Level Courtesy Notice	14		
<b>Total Items / Letters Open</b>		<b>16</b>	<b>16</b>	
<b>Total Holiday Decorations</b>		<b>16</b>	<b>16</b>	<b>15</b>
<b>Signs</b>				
	Open			
Unapproved Signs: In Yard/On House	Level First Notice	1		
<b>Total Items / Letters Open</b>		<b>1</b>	<b>1</b>	
<b>Total Signs</b>		<b>1</b>	<b>1</b>	<b>1</b>
<b>Total for Hawthorn Metro District</b>		<b>17</b>	<b>17</b>	<b>16</b>

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### **3.25.6 Prior Approved Fencing**

To the extent that fencing has been previously approved by the ARC based on a prior version of these Guidelines, such fencing will be required to be compliant with this section and **Exhibit A** at such time as the fence is replaced, or whenever any repair is required or made to more than twenty five (25) percent of the existing fencing material.

### **3.25.7 Pet Fencing**

Pet fencing may include any invisible fence on or within the perimeter boundary of an Owner's site per the above fencing standards.

See Section 3.18, Dog Houses and Section 3.19, Dog Runs.

### **3.26 Fire Pits**

Approval is required for all permanent or built-in structures. Approval is not required for portable units.

### **3.27 Firewood Storage**

All firewood must be located in the side or rear yard, must be neatly stacked, shall not be visible from any street or the ground level of any other Unit, and must not be located so as to block established drainage patterns.

### **3.28 Flags/Flagpoles**

Approval is required for any freestanding flagpole.

Approval is not required for flagpoles mounted to the front of the residence provided that the flags displayed thereon (if other than an American Flag) are temporary in nature and are only displayed on holidays or in celebration of specific events. They must not be placed earlier than thirty (30) days prior to the start of the particular holiday/event or celebration and must be removed no later than thirty (30) days following the particular holiday/event or celebration. Under no circumstance may the height of the flagpole exceed the height of the roofline of the residence. Flag size cannot exceed five (5) feet in length and three (3) feet in width.

American Flags: Owners shall be permitted to display an American flag in accordance with the Federal Flag Code and as follows:

- A.** The flag shall be no larger than three (3) feet by five (5) feet.
- B.** The flag may be displayed in a window or from a flagpole projecting horizontally

from a location on the front of the dwelling.

- C. Flags and/or flagpoles shall be replaced as necessary in order to prevent wear and tear.
- D. Flags may not be illuminated without prior written approval of the ARC. Any request for lighting must detail the type and location of lighting. Lighting shall be placed so as not to disturb Owners of neighboring Units.

An Owner or resident may display a service flag bearing a star denoting the Owner's or resident's or his family member's active or reserve U.S. military service during a time of war or armed conflict. The flag may be displayed on the inside of a window or door of the home on the Unit. The flag may not be larger than nine (9) inches by sixteen (16) inches.

### **3.29 Gardens – Flower or Vegetable**

Approval is not required for flower or vegetable gardens that do not exceed one hundred (100) total square feet. All flower gardens must be weeded, cared for and maintained. Vegetable gardens shall be located in the rear or side yard.

### **3.30 Gazebos**

Approval is required. A gazebo must be an integral part of the rear yard landscape plan and must be similar in material and design to the residence. The color must be generally accepted as a complementary color to the exterior of the residence.

### **3.31 Grading and Grade Changes**

See Section 3.21, Drainage.

### **3.32 Greenhouses**

Approval is required. Generally, greenhouses are discouraged due to the extensive maintenance required. Approval will be based upon but not limited to general aesthetics, quality and permanence of materials used. Adequate screening will be required.

### **3.33 Hanging of Clothes**

See Section 3.15, Clothes Lines and Hangers.

### **3.34 Hot Tubs and Jacuzzis**

Approval is required. Hot tubs and Jacuzzis must be an integral part of the deck or patio area and of the rear yard landscaping, and be installed in such a way that it is not immediately visible to adjacent property Owners and that it does not create an unreasonable level of noise for adjacent property Owners. In some instances, additional plant material



**FIRST AMENDMENT TO  
INDEPENDENT CONTRACTOR AGREEMENT  
LANDSCAPE MAINTENANCE**

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This FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**First Amendment**”), is entered into as of the 1<sup>st</sup> day of March, 2021, by and between HAWTHORN METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and ENVIRONMENTAL LANDWORKS COMPANY, INC., a Colorado corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the Parties entered into that certain Independent Contractor Agreement Landscape Maintenance on January 20, 2020 (the “**Agreement**”); and

WHEREAS, the Parties desire to enter into this First Amendment to increase the compensation due to the Contractor set forth in Exhibit A of the Agreement and extend the term of the Agreement.

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

AGREEMENT

1. Amendment to Compensation Schedule. The Parties hereby amend the Compensation Schedule set forth in Exhibit A of the Agreement with the Compensation Schedule set forth in Exhibit 1 to this First Amendment.

2. Amended and Restated Section 2 of the Agreement. The Parties hereby amend and restated Section 2 of the Agreement as follows:

2. TERM/RENEWAL. This Agreement shall be effective as of April 1, 2021 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) or March 31, 2022. Notwithstanding the foregoing, the Agreement shall terminate pursuant to subsection (i) above, or if the District determines not to appropriate funds for this Agreement for the next succeeding year.

3. Prior Provisions Effective. Except as expressly modified by this First Amendment, all other provisions of the Agreement shall remain in full force and effect.

4. Counterpart Execution. This First Amendment 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 of this First Amendment may be delivered by

facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this First Amendment.

*[Signature page follows.]*

DRAFT

**IN WITNESS WHEREOF**, the Parties have executed this First Amendment as of the date set forth below. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this First Amendment.

**DISTRICT:**

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

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

**APPROVED AS TO FORM:**

**WHITE BEAR ANKELE TANAKA & WALDRON**  
Attorneys at Law

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

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EXHIBIT 1

COMPENSATION SCHEDULE

The Contractor shall be paid the sum of \$2,257.00/month for the Term of the Agreement.

DRAFT

**RIGHT-OF-WAY AGREEMENT**  
(NON-EXCLUSIVE)

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_(hereinafter called "Grantor"), for and in consideration of the sum of \$10.00 (Ten Dollars and 00/100) and other good and valuable consideration herein recited, the receipt and sufficiency of which is hereby acknowledged, grants and conveys to the **NORTH TABLE MOUNTAIN WATER AND SANITATION DISTRICT**, 14806 West 52nd Avenue, Golden, Colorado 80403-1228, a quasi-municipal corporation of the State of Colorado (hereinafter called "Grantee"), its successors and assigns, a non-exclusive permanent easement to enter, lay, repair, remove, and operate one water pipeline and one sanitary sewer pipeline, together with all underground and surface appurtenances thereto. By way of explanation, the parties intend to include within the terms "pipeline" and "appurtenances" the following: mains, conduits, service lines, valves, vaults, manholes, control systems, underground utility location notice signage, ventilators and the like, in, through, over and across the following described parcels of land situate, lying and being in the County of Jefferson, State of Colorado, to wit:

\* (SEE ATTACHED LEGAL DESCRIPTION)

Grantor and Grantee hereby mutually covenant and agree as follows:

1. Grantee shall have the right of ingress and egress in, to, over, through, and across the herein described property for any purpose necessary for the full enjoyment of the rights of use and occupancy provided herein. It is agreed that the Grantor, its successors and assigns, shall not construct or place any tree, shrub, landscaping, grass, structure, or other obstruction to Grantee's full use of the easement, including but not limited to, any building, fence, mailbox, powerpole, yardlight, streetlight, on or within any part of the surface of the above described easement, without the prior written consent of the Grantee, excluding signs and driveways. Any such obstruction placed on the right-of-way without the prior written consent of Grantee may be removed by Grantee without liability for damage thereto, notwithstanding any other provision of this agreement. Grantor may permit other utilities to be installed within the described right-of-way provided that plans for

installing any such utilities shall be submitted to the Grantee prior to construction in order to assure that there will be no interference with the operation and maintenance of Grantee's facilities.

2. After construction of any water and/or sewer pipeline, as hereinabove referred to, the general surface of the ground, except as necessarily modified to accommodate appurtenances, shall be restored by Grantee as nearly as may reasonably be possible to the grade and condition prior to construction. Grassed areas disturbed or destroyed by any construction shall be restored with top soil seeded to match existing cover, as near as may be reasonably possible, to pre-construction conditions. Top soil shall be replaced and any excess earth resulting from the water and/or sewer line installation shall be removed by Grantee. For a period of one year following completion of construction within the right-of-way, Grantee will maintain the surface elevation of the soil by correcting any settling or subsiding that may occur as a result of work done by Grantee. If in entering, laying, repairing, removing or operating the water and/or sewer line Grantee causes any damages to Grantor's property outside the easement, Grantee shall repair such damage.

3. Grantor shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the full and complete enjoyment of the rights herein described. Grantor shall take no action which would impair the earth cover over or the lateral or subjacent support of the water and/or sewer line within the right-of-way provided that after obtaining written permission of the Grantee, earth cover may be modified so long as such modification will not unreasonably interfere with the operation or maintenance of the water and/or sewer line.

4. Except as otherwise provided herein, Grantor retains the right to the undisturbed use and occupancy of the above described property insofar as said use and occupancy is consistent with and does not impair any grant herein contained.

5. Grantor warrants that he has full and lawful authority to make the grant herein contained and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in title to the right-of-way herein described or his right to make the grant herein.

6. The above and foregoing constitute the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of

the parties hereto with respect to the subject matter of this instrument.

7. Each and every one of the benefits and burdens contained in this agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has signed this Right-of-Way Agreement and agrees to be bound by the covenants contained herein this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR \_\_\_\_\_  
(Printed Name) (Signature)  
\_\_\_\_\_  
(Title)

STATE OF COLORADO )  
)SS  
COUNTY OF JEFFERSON )

The within and foregoing instrument was acknowledged before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
(SEAL) Notary Public

Grantee, by its acceptance of this Right-of-Way Agreement, agrees to be bound by the covenants contained herein:

**ATTEST:** **NORTH TABLE MOUNTAIN WATER AND SANITATION DISTRICT, GRANTEE**  
\_\_\_\_\_  
Secretary President



## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

---

This **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**, including any and all exhibits attached hereto (the “**Agreement**”) is entered into as of this 1st day of March, 2021, by and between **HAWTHORN METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and \_\_\_\_\_ (“**XXX**”). The District and XXX are referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

WHEREAS, the District is the owner Tract A, Hawthorn Subdivision (the “**District Property**”), as shown on the plat thereof recorded in the real property records of Jefferson County, Colorado on February 1, 2013, at Reception Number 2013012661; and

WHEREAS, XXX is the owner of [NEED LEGAL DESCRIPTION], with a street address of 6088 Highway 93, Golden, Colorado 80403 (the “**XXX Property**”); and

WHEREAS, the District Property and the XXX Property are located adjacent to one another; and

WHEREAS, XXX desires to install water and sanitary sewer lines on the District Property, connecting to the existing water and sanitary sewer lines installed within Eldora Street (which existing water and sanitary sewer lines are owned and maintained by North Table Mountain Water and Sanitation District (“**North Table Mountain**”)) and extending through the District Property to the XXX Property (the “**Lines**”) in the location shown on Exhibit A (the “**Easement Area**”); and

WHEREAS, upon completion of the installation of the Lines, the Lines will be owned and maintained by North Table Mountain, subject to any rules or regulations of North Table Mountain related to the acceptance of such improvements; and

WHEREAS, upon execution of this Agreement, the District will grant a permanent easement to North Table Mountain on and over the Easement Area for the purpose of the operation and maintenance of the Lines; and

WHEREAS, XXX desires to obtain a temporary construction easement from the District to enable XXX to install the Lines; and

WHEREAS, the District has agreed to grant XXX a temporary construction easement over the Easement Area for the installation of the Lines, as more fully provided herein.

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

## AGREEMENT

1. Grant of Easement. The District hereby grants to XXX a temporary construction easement (the “**Easement**”) on, over and across the Easement Area for the installation of the Lines. The Easement granted herein shall terminate upon the completion of the Lines and the acceptance of the same for purposes of ownership and maintenance by North Table Mountain.

2. Repair and Restoration of the District Property. Within thirty (30) days after completion of the installation of the Lines, XXX shall restore any portions of the District Property damaged or disturbed by the such installation, including but not limited to the repair of any damage to the fence that lies between the District Property and the XXX Property, and the re-seeding and restoring the landscaping on the District Property to the condition that existed as of the summer of 2020.

3. Maintenance, Repair and Replacement of the Lines. Until such time as the Lines are accepted by North Table Mountain for purposes of ownership and maintenance, XXX shall be responsible for the maintenance, repair, and replacement of the Lines, and shall be responsible for any damage caused to the District Property or any other property caused by the installation of the Lines, any failure of the Lines, or otherwise related to the installation, use, maintenance, repair, or replacement of the Lines.

4. Insurance. At all times that work is conducted within the Easement Area by XXX, and until such time as North Table Mountain accepts the Lines for purposes of ownership and maintenance, XXX and all general contractors, subcontractors and other workers performing services by under, and through XXX shall maintain commercial general liability insurance with such coverage and amounts as reasonably acceptable to the District, as the District may determine from time to time, each naming the District as an additional insured. Prior to commencing any work in the Easement Area by any of the foregoing, XXX shall provide the District with a certificate of such insurance showing the District as an additional insured on such policy(ies). Such commercial general liability insurance policy(ies) shall include a provision that the insurance provided thereunder shall not be modified, canceled or withdrawn absent 30-days’ prior written notice to the District.

5. Legal and Inspection Costs. XXX hereby agrees to reimburse the District for any and all legal fees incurred by the District related to the negotiation and drafting of this Agreement, and the installation of the Lines. XXX shall remit to the District reimbursement for any such costs within thirty (30) days of written notice of the amount of the same from the District to XXX. Further, XXX agrees to engage David Evans and Associates, at its sole cost and expense, to inspect the Lines prior to the same being covered, to ensure that the Lines will not adversely affect the current underdrain system owned and maintained by the District, as the same is currently installed, including but not limited to the main underdrain lines installed in Eldorado Street.

6. No Third Party Beneficiaries. This Agreement is not intended nor shall it be construed to create any third-party beneficiary rights in any person who is not expressly referenced herein as a party benefited or burdened hereby.

7. Attorneys' Fees. Should any legal proceeding be brought in connection with this Agreement, including without limitation, actions based on contract, tort, or statute, the prevailing party in such action shall, to the extent permitted by law, be awarded all costs and expenses incurred in connection with such action, including reasonable attorneys' fees.

8. Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope, meaning, or intent of this Agreement.

9. Entire Agreement. This Agreement (including the exhibits attached hereto, which are incorporated herein) constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all negotiations or previous understandings or agreements between the Parties with respect to all or any part of the subject matter hereof.

10. Governing Law. This Agreement, including all questions concerning the construction, validity, and interpretation of this Agreement, and the exhibits hereto, and all claims or controversies arising out of or relating to this Agreement, shall be governed and construed under the applicable laws of the State of Colorado, without record to conflict of law principals that would result in the application of any law other than the law of the State of Colorado. Venue for all actions arising from this Agreement shall be in the District Court in and for Jefferson County, Colorado. 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.

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

12. Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together 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.

*[The remainder of this page intentionally left blank. Signature pages to follow.]*



XXXX:

\_\_\_\_\_  
XXXX

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF \_\_\_\_\_        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by XXXX.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public

*[Signature page 2 of 2 to Temporary Construction Easement Agreement]*

EXHIBIT A  
THE EASEMENT AREA

DRAFT

## RECIPROCAL EASEMENT AGREEMENT

---

This **RECIPROCAL EASEMENT AGREEMENT**, including any and all exhibits attached hereto (the “**Agreement**”) is entered into as of this 1st day of March, 2021, by and between **HAWTHORN METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and \_\_\_\_\_ (“**XXX**”). The District and XXX are referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

WHEREAS, the District is the owner Tract A, Hawthorn Subdivision (the “**District Property**”), as shown on the plat thereof recorded in the real property records of Jefferson County, Colorado on February 1, 2013, at Reception Number 2013012661; and

WHEREAS, XXX is the owner of [NEED LEGAL DESCRIPTION], with a street address of 6088 Highway 93, Golden, Colorado 80403 (the “**XXX Property**”); and

WHEREAS, the District Property and the XXX Property are located adjacent to one another; and

WHEREAS, due to discrepancies and inconsistencies in deeds and plats related to the District Property and the XXX Property, a question has arisen as to the ownership of a certain portion of real property between the District Property and the XXX Property as described and depicted on Exhibit A, attached hereto and incorporated herein (the “**Area of Question**”); and

WHEREAS, the Owners desire to resolve the issue of the ownership of the Area of Question as set forth herein.

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

### AGREEMENT

1. Grant of Easement. To the extent of either of the Party’s actual ownership of all or any portion of the Area of Question, each Party grants to the other Party a non-exclusive easement on, over, and across the Area of Question for the use and enjoyment of the same in the same manner as the true owner thereof.

2. Limitations on the Easement. Neither Party shall install or construct any permanent improvements or fixtures on or within the Area of Question without the prior written consent of the other Party.

3. Maintenance, Repair and Replacement. As of the date of this Agreement, a fence has been installed within the Area of Question (the “**Fence**”). The Parties hereby agree that the Fence shall be owned by XXX and shall be appurtenant to the XXX Property. XXX shall maintain, repair, replace the Fence, and keep the Fence in good repair in a workmanlike manner. XXX shall not remove the Fence, nor change or alter the color, location, or style of the Fence without the prior written approval of the District. XXX shall not hang or affix any signs, advertising, flags or other attachments on the Fence.

4. Inurement. This Agreement shall run with the land and each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the Parties, their respective legal representatives, heirs, successors and assigns.

5. No Third Party Beneficiaries. This Agreement is not intended nor shall it be construed to create any third-party beneficiary rights in any person who is not expressly referenced herein as a party benefited or burdened hereby.

6. Attorneys’ Fees. Should any legal proceeding be brought in connection with this Agreement, including without limitation, actions based on contract, tort, or statute, the prevailing party in such action shall, to the extent permitted by law, be awarded all costs and expenses incurred in connection with such action, including reasonable attorneys’ fees.

7. Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope, meaning, or intent of this Agreement.

8. Entire Agreement. This Agreement (including the exhibits attached hereto, which are incorporated herein) constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all negotiations or previous understandings or agreements between the Parties with respect to all or any part of the subject matter hereof.

9. Governing Law. This Agreement, including all questions concerning the construction, validity, and interpretation of this Agreement, and the exhibits hereto, and all claims or controversies arising out of or relating to this Agreement, shall be governed and construed under the applicable laws of the State of Colorado, without record to conflict of law principals that would result in the application of any law other than the law of the State of Colorado. Venue for all actions arising from this Agreement shall be in the District Court in and for Jefferson County, Colorado. 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.

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



11. **Recording.** This Agreement shall be recorded in the real property records of Jefferson County, Colorado.

12. **Counterparts.** This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together 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.

*[The remainder of this page intentionally left blank. Signature pages to follow.]*

DRAFT



XXXX:

\_\_\_\_\_  
XXXX

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF \_\_\_\_\_        )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of March, 2021, by  
XXXX.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public

*[Signature page 2 of 2 to Reciprocal Easement Agreement]*

EXHIBIT A

DRAFT



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**Dazzio & Associates, PC**

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**Certified Public Accountants**

October 12, 2020

To the Board of Directors and Management  
Hawthorn Metropolitan District No. 2  
c/o CliftonLarsenAllen, LLP  
8390 E Crescent Pkwy Suite 300  
Greenwood Village, Colorado 80111

We are pleased to confirm our understanding of the services we are to provide Hawthorn Metropolitan District No. 2 (the District) for the year ended December 31, 2020.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund and the disclosures, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2020.

We have also been engaged to report on supplementary information that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

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

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

- 1) Schedule of Assessed Valuation, Mill Levy and Property Taxes Collected
- 2) Schedule of Debt Service Requirements to Maturity

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, confirmation of certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations

from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

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

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Dazzio & Associates, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulatory agency or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Dazzio & Associates, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to a regulatory agency or its designee. The regulatory agency or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

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

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$4,900. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your



account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

**Reporting**

We will issue a written report upon completion of our audit of Hawthorn Metropolitan District No. 2's financial statements which, if applicable, will also address other information in accordance with AU-C 720, *The Auditor's Responsibilities Relating to Other Information Included in Annual Reports*. Our report will be addressed to the Board of Directors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

*Dassio & Associates, P.C.*

**RESPONSE:**

This letter correctly sets forth the understanding of Hawthorn Metropolitan District No. 2.

Management signature: \_\_\_\_\_

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

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

Board signature: \_\_\_\_\_

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

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