

**CONSULTANT AGREEMENT**

1st THIS CONSULTANT AGREEMENT (“Agreement”) is made and entered into effective this \_\_\_\_\_ day of June, 2020 (the “Agreement Date”) by and between:

**“DISTRICT”**

Name: SPRING MESA METROPOLITAN DISTRICT  
Address: c/o Spencer Fane, LLP, 1700 Lincoln Street, Suite 2000, Denver, CO 80203  
Phone: (303) 839-3845

**“CONSULTANT”**

Name: ARK ECOLOGICAL SERVICES, LLC  
Address: 6560 Dover Street, Arvada, CO 80004  
Phone: (303) 985-4849  
Representative: Raymond Sperger, Business Manager and Principal Ecologist

**DESCRIPTION OF WORK:** CONSULTANT shall provide weed and native plant management, ecological restoration, and boundary management services as further described in **Exhibit A**, attached hereto and incorporated herein by this reference (hereinafter called the “SERVICES”) in accordance with this Agreement. CONSULTANT may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES upon written consent of DISTRICT. The DISTRICT and CONSULTANT by written amendment to this Agreement may from time to time make changes to the SERVICES. All changed work shall be carried out under this Agreement. The time for completion of the SERVICES shall be adjusted accordingly.

**DESCRIPTION OF DISTRICT:** The DISTRICT is a quasi-municipal political subdivision of the State of Colorado. The DISTRICT confirms and agrees that the DISTRICT has authority to enter into this Agreement on its own behalf.

**COMPENSATION:** Charges for the SERVICES rendered will be made in accordance with the rates in **Exhibit A**, provided, however, charges for the SERVICES shall not exceed \$37,500 without prior approval by the DISTRICT.

Invoices shall be paid by the DISTRICT within 30 days of receipt subject to setoff regarding any SERVICES that are in dispute. Failure to make any payment when due may be deemed a material breach of this Agreement and will entitle CONSULTANT, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

**NOTICES:** All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile, addressed to the regular business address of such party as identified above.

**DISTRICT RESPONSIBILITIES:** The DISTRICT shall make available to CONSULTANT all relevant information or data which is required by CONSULTANT to perform the SERVICES. CONSULTANT shall be entitled to reasonably rely upon the accuracy and completeness of all information and data furnished by the DISTRICT, including information and data originating with other consultants employed by the DISTRICT whether such consultants are engaged at the request of CONSULTANT or otherwise. Where such information or data originates either with the DISTRICT or its consultants then CONSULTANT shall not be responsible to the DISTRICT for the consequences of any error or omission contained therein.

The DISTRICT shall give reasonably prompt consideration to all documentation related to the SERVICES prepared by CONSULTANT and whenever prompt action is necessary, shall inform CONSULTANT of DISTRICT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the DISTRICT shall arrange and make provision for CONSULTANT'S entry to public and private property as necessary for CONSULTANT to perform the SERVICES. Unless specifically required of CONSULTANT in the description of the SERVICES, the DISTRICT shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the SERVICES so as not to delay CONSULTANT in the performance of the SERVICES.

**CONSULTANT RESPONSIBILITIES:** CONSULTANT shall furnish the necessary qualified personnel to provide the SERVICES. CONSULTANT represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. CONSULTANT will be liable for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure CONSULTANT's performance. There are no other representations or warranties expressed or implied made by CONSULTANT.

In performing the SERVICES under this Agreement, CONSULTANT shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the DISTRICT.

The SERVICES performed by CONSULTANT shall be subject to the inspection and the review of the DISTRICT at all times but such inspection and review shall not relieve CONSULTANT from its responsibility for the proper performance of the SERVICES.

**TERMINATION:** Either party may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to the breaching party to remedy the breach. On termination of this Agreement, the DISTRICT shall forthwith pay CONSULTANT for the SERVICES performed to the date of termination. Non-payment by the DISTRICT of CONSULTANT's invoices within 30 days of CONSULTANT rendering same is agreed to

constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations and responsibilities of CONSULTANT are terminated.

**LAWS, ORDINANCES, AND OTHER PUBLIC REGULATIONS:** CONSULTANT shall, to the best of its ability, interpret by-laws and other public regulations as they apply to the SERVICES and as they are published at the time SERVICES commence. Furthermore, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES. CONSULTANT shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**DOCUMENTS:** All documents prepared by CONSULTANT or on behalf of CONSULTANT in connection with the PROJECT are instruments of service for the execution of the SERVICES. CONSULTANT retains the property and copyright in these documents, whether the SERVICES are executed or not. Payment to CONSULTANT of the compensation prescribed in this Agreement shall be a condition precedent to the DISTRICT's right to use documentation prepared by CONSULTANT. These documents may not be used for any other purpose without the prior written agreement of CONSULTANT. The DISTRICT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by CONSULTANT in connection with the SERVICES. The DISTRICT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of CONSULTANT. Any document produced by CONSULTANT in relation to the Services is intended for the sole use of the DISTRICT. The documents may not be relied upon by any other party without the express written consent of CONSULTANT, which may be withheld at CONSULTANT's discretion. Any such consent will provide no greater rights to the third party than those held by the DISTRICT under the Agreement, and will only be authorized pursuant to the conditions of CONSULTANT's standard form reliance letter.

**FORCE MAJEURE:** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

**DISPUTE RESOLUTION:** If requested in writing by either the DISTRICT or CONSULTANT, the DISTRICT and CONSULTANT shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

**ATTORNEYS FEES:** In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

**ASSIGNMENT AND SUCCESSORS:** Neither the DISTRICT nor CONSULTANT shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**PROTECTION OF PRIVACY LAWS:** CONSULTANT will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this Agreement. CONSULTANT will refer any request for access to or correction of personal information that is made under statute to the DISTRICT and will comply with any directions from the DISTRICT respecting the access request, or respecting correction and annotation of personal information. CONSULTANT will, at reasonable times and on reasonable notice, allow the DISTRICT to enter its premises and inspect any personal information of the DISTRICT's that is in the custody of CONSULTANT or any of CONSULTANT's policies or practices relevant to the management of personal information subject to this Agreement.

**ENTIRE AGREEMENT:** This Agreement constitutes the sole and entire agreement between the DISTRICT and CONSULTANT relating to the SERVICES and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the DISTRICT and CONSULTANT. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

**DISTRICT'S RIGHT TO STOP THE SERVICES:** If the CONSULTANT fails to correct SERVICES which is not in accordance with the Agreement, the DISTRICT may direct the CONSULTANT in writing to stop the SERVICES until the correction(s) is/are made.

**DISTRICT'S RIGHT TO CARRY OUT THE SERVICES:** If the CONSULTANT defaults or neglects to carry out the SERVICES in accordance with the Agreement and fails within a seven (7) day period after receipt of written notice from the DISTRICT to correct such default or neglect with diligence and promptness, the DISTRICT may, without prejudice to other remedies, correct such deficiencies and the CONSULTANT shall pay the costs of such correction.

**COORDINATION:** The CONSULTANT shall coordinate and cooperate with any other consultants employed by the DISTRICT.

**INDEMNIFICATION:** CONSULTANT, its successors and assigns, will indemnify and hold harmless the DISTRICT, the DISTRICT's licensees, invitees, agents, successors, and assigns from

any and all loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and reasonable attorney's fees, caused by, resulting from, or in any way arising out of any negligent, reckless, and intentional actions or inactions of CONSULTANT, its consultants, sub-consultants, employees, successors, and assigns related to this Agreement.

**TIME:** Time is of the essence herein.

**SEVERABILITY:** If any clause, provision, subparagraph, or paragraph set forth in this Agreement is illegal, invalid, or unenforceable under present or future applicable laws, then and in that event it is the intention of parties hereto that the remainder of this Agreement shall not be affected thereby.

**APPLICABLE LAW:** The terms and provisions contained in this Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

**INSURANCE:** CONSULTANT shall purchase and maintain comprehensive general public liability and property damage insurance in an amount not less \$2,000,000 per occurrence and aggregate as well as workers' compensation insurance in the amounts required by law. Such policies shall name the DISTRICT as an additional insured and shall prohibit cancellation without thirty (30) days' notice to the DISTRICT. CONSULTANT will furnish the DISTRICT, within ten (10) days of receipt of a written request for the same, written verification from the insurance carrier for CONSULTANT that such coverage is in full force and effect. If CONSULTANT fails to supply such written verification within such ten-day period, the DISTRICT shall be entitled to stop all SERVICES by CONSULTANT without any liability therefore.

**APPROPRIATIONS:** Pursuant to C.R.S. 24-91-103.6(2), the DISTRICT has appropriated sufficient funds to pay the amounts due under the Agreement. No change orders or other form of order or directive by the DISTRICT requiring additional compensable work to be performed, which work causes the aggregate amount payable under the Agreement to exceed the amount appropriated for the Agreement, unless written assurance by the DISTRICT that lawful appropriations necessary to cover the additional work have been made.

**STATUTORY ILLEGAL ALIEN PROVISIONS:**

**A. Unlawful Employees, Consultants and Sub-Consultants:** CONSULTANT shall not knowingly employ or contract with an illegal alien to perform work under the Agreement with a sub-consultant who knowingly employs or contracts with an illegal alien to perform work under the Agreement. Execution of the Agreement shall constitute a certification by CONSULTANT that it does not knowingly employ or contract with an illegal alien and that CONSULTANT will participate in the E-Verify Employment Verification Program or the Department Program established pursuant to C.R.S. § 8-17.5-102(5)(c) in order to confirm the employment eligibility of all employees who are hired to perform work under the Agreement.

(i) CONSULTANT shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify or the Department program.

(ii) CONSULTANT shall not utilize the E-Verify Program or the Department program procedures to independently undertake pre-employment screening of job applicants.

(iii) CONSULTANT shall require each subcontractor to certify that sub-consultant will not knowingly employ or contract with an illegal alien to perform work under the Agreement. If CONSULTANT obtains actual knowledge that a sub-consultant performing work under the Agreement knowingly employs or contracts with an illegal alien, CONSULTANT shall be required to:

a. Notify the sub-consultant and the DISTRICT within three (3) days that CONSULTANT has actual knowledge that the sub-consultant is employing or contracting with an illegal alien; and,

b. Terminate the subcontract with the sub-consultant if within three (3) days of receiving notice from CONSULTANT, the sub-consultant does not stop employing or contracting with the illegal alien; except that CONSULTANT shall not terminate the contract with the sub-consultant if during such three (3) days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.

(iv) CONSULTANT shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. § 8-17.5-102(5).

**B.** If CONSULTANT violates any provision of this Section, the DISTRICT may terminate the Agreement immediately and CONSULTANT shall be liable to the DISTRICT for actual and consequential damages of the DISTRICT resulting from such termination and the DISTRICT shall report such violation by CONSULTANT as required by law.

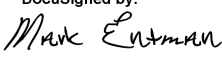
**INDEPENDENT CONSULTANT:** It is the express intention of the DISTRICT and CONSULTANT that the relationship created between them is that of employer-independent Consultant. An agent, employee, or servant of CONSULTANT shall never be or deemed to be the employee, agent, or servant of the DISTRICT. The DISTRICT is interested only in the results obtained from this Agreement. The manner and means of conducting the work are under the sole control of CONSULTANT. The DISTRICT will not withhold any taxes or other amounts from any compensation paid to CONSULTANT. The payment of any and all federal, state, and local taxes or other required withholdings shall be the sole responsibility of CONSULTANT. CONSULTANT is not entitled to Worker's Compensation benefits or unemployment insurance benefits.

No Worker's Compensation insurance shall be obtained by the DISTRICT concerning the CONSULTANT or its agents, employees or servants. CONSULTANT shall comply with applicable workers' compensation law concerning itself and its agents, employees, and servants and shall upon request, provide to the DISTRICT a certificate of Workers' Compensation Insurance.

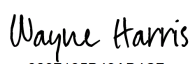
**NO WAIVER OF GOVERNMENTAL IMMUNITY:** The parties hereto understand and agree that the DISTRICT is relying on and does not waive or intend to waive by this Agreement or any provision hereof, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the DISTRICT.

The Parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above.

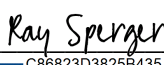
**DISTRICT:**  
SPRING MESA METROPOLITAN DISTRICT,  
a quasi municipal corporation and political  
subdivision of the State of Colorado

DocuSigned by:  
  
\_\_\_\_\_  
3EF517FAB6BB441...  
President

ATTEST

DocuSigned by:  
  
\_\_\_\_\_  
8287185B43AB4C7...  
Secretary

**CONSULTANT:**  
ARK ECOLOGICAL SERVICES, LLC  
a Colorado limited liability company

By: DocuSigned by:  
  
\_\_\_\_\_  
C86823D3825B435...  
Ray Spenger  
Name: \_\_\_\_\_  
Its: Business Manager

**Exhibit A**



**2020**  
**Open Space Weed and Native Plant  
Management Program**

**For**  
**Spring Mesa Metro District  
Board of Directors**

By

Raymond H. Sperger

**Ark Ecological Services, LLC**

*Conserving native species and landscapes for future generations.*

6560 Dover Street  
Arvada, CO 80004  
303-985-4849

**February 12, 2020**

## **Open Space Management Program for 2020 Spring Mesa Metro District Board of Directors**

### **Introduction**

Spring Mesa Metro District has hundreds of homes, many of which back to approximately 160 acres of native open space areas located in several major parcels throughout the community. Several of these native open space areas have good quality natural areas with an abundance of plant and animal life. Recreation opportunities, wildlife viewing, and aesthetic beauty can be found throughout and around the community. These natural amenities are worth cherishing and conserving for future generations, but this can only happen through sound ecological planning, through the commitment of homeowners and community leaders, and through proper stewardship practices (See Addendum 1 for a list of reasons why we should manage and restore native open space areas). Due to the development of the community and past management practices many of the natural treasures need a helping hand to restore much of their former beauty and diversity, and to serve the needs and desires of Spring Mesa Metro District Residents.

The following is a proposal for weed management and native area re-establishment that will help to ensure ecologically sound stewardship of these diverse open lands. Each section has a purpose, statement of need, and critical program elements that will help the Board understand the needs for native open space areas management. With the support of the Board and the community, Ark Ecological Services can help you restore and keep your native open space areas beautiful and healthy for future generations.

### **Weed and Native Plant Management Program**

**Purpose:** To contain, suppress, control, and eventually eliminate state and county-listed noxious weeds and other aggressive non-native plants within native open space areas. To comply with state and county weed ordinances. And, to encourage the growth and sustain the populations of many native plants which are currently found within the native open space system.

**Statement of Need:** Currently, there are about 15 - 20 or more noxious weed species growing in the native open space areas that need on-going control actions. There are many acres of good quality native open space areas throughout the system that have small invasions that can be controlled in a few years. And, there are a few other lower quality areas that need a longer commitment to gain control of weeds and to restore them to a higher quality condition. Without actively managing these weeds using integrated weed management practices, (chemical treatment, mechanical treatments like mowing, cutting, and biological controls), they will continue to multiply in the areas they are at, spread into new areas, and reduce native plant and animal populations. **Prevention, early detection, containment, suppression, and control of noxious weeds are the most efficient and cost effective methods of any weed management strategy.** (See Weed Goals in Addendum 2).

**Critical Program Elements:** Critical elements of this weed management program are timing of herbicide applications, selection of herbicides, follow-up mechanical control to prevent weeds from producing seeds (not included in this low cost program), selectively spot spraying to protecting native plants, and attention to detail that leads to good stewardship. The first two critical elements, selection of herbicides and application timing, are summarized in the table below. Because not every weed is detected and sprayed and not all weeds are controlled during herbicide applications, Ark's program includes follow-up. As Ark's staff is conducting future

herbicide applications, or prior to the next application, we search for weeds that are past the point of control or are at the stage where seeds are beginning to mature. These plants are either cut and the seed heads bagged, or if appropriate, they are cut down to be re-sprayed at a later time (not included in this low cost program). Since Ark Ecological Services is in the business of conserving native plants and the animals that depend on them, we often use back pack sprayers to selectively spot spray weeds in high quality wildflower and woody plant areas. Protecting these high quality native landscapes maintains the beauty and diversity of the open space and helps the area to re-seed and restore itself. Additionally, being on foot with a back pack sprayer allows our staff to see and take care of the detailed work of spraying weeds in and around stands of naturally occurring woody vegetation, tree and shrub beds, and other difficult-to-reach areas. As we control weeds in the open space, we develop intimate knowledge of where noxious species are located, learn the native species present, develop a detailed understanding of the on-site ecological relationships, and gain on-the-ground knowledge of where restoration is needed. This on-site knowledge helps to guide our restoration design specifications and practices. Thus integrated weed management and ecological restoration are the two sides of the same land management coin. Through the development of a relationship with the land that Ark Ecological's staff is managing, we become stewards (responsible managers) of your community's property with the desire and dedication to restore its values – beauty, diversity, health, and sustainability among others.

<b>Selected Weed Species*</b>	<b>Method/Product(s) for Control**</b>	<b>Application Timing***</b>
Canada Thistle	Milestone at 7 oz/acre or Curtail at 2-3 qt/acre Milestone at 6 oz/acre mixed with Telar at 1 oz/acre Telar at .75 to 1 oz/acre if CT is mixed with native shrubs Cut at flowering and spray regrowth 4-6 weeks later	Flower bud usually in mid June to early July & fall regrowth especially in mid Oct. to mid Nov. after a frost or two In shrubs, apply in May and Oct. to mid Nov. Cut in early to mid July, spray in August or early Sept.
Field Bindweed	QuinStar at 12-16 oz/acre Method at 6 oz/acre if not near woody plants	60% to 80% flower in July to early August and fall regrowth Warm temperatures & low soil moisture have been shown to actually improve control
Dalmatian Toadflax	Break up waxy cuticle by stepping on plant and rubbing it with a boot or ATV tire. Spray with Curtail or Milestone mixed with Telar at 1.25 oz/acre.	Flower bud to early flower in June or early July Fall regrowth in Oct. or mid Nov. after a frost or two
Common Mullein	Telar or Escort at 1.25 - 1.75 oz/acre, Milestone at 6 oz/acre Spot spray if possible. Cut seed heads and hand pull.	Rosette to mid bolt in April to mid July or rosettes in sum. or fall. Cut seed heads in sum. & fall before mature
Diffuse Knapweed	Milestone at 5-7 oz/ acre or Curtail at 2-3 qt/acre A mix of Transline and Milestone	Rosette to early bolt in April to mid June or rosettes in fall Bolted flowering plants
Musk Thistle	Milestone at 5-7 oz/ acre or Curtail at 2-3 qt/acre or these products mixed w Telar or Escort	Rosette to early bolt in April to mid June or rosettes in fall
Kochia	Vista at 12 -16 oz/acre with Vanquish at 12 -16 oz/acre plus Weed Rhap at 12 -16 oz/acre. Both products are mixed with 2,4 D Amine at 1-1.5 qt/acre. Pendulum at 1g/acre or Esplanade at 6oz/acre as a pre-emergent treatment.	Rosette to early bolt in April to mid July, after that cutting or mowing and immediately spraying the cut down plants Pre-emergent late in fall, winter, or early spring before emergence.

\*This is not a comprehensive list of weeds to be controlled in the open space.

\*\* Products will be integrated. Mixes of herbicides with different modes of action work best to control weeds and prevent the development of resistant biotypes.

\*\*\*Timing depends on the growth stage of the plant, soil moisture, temperature, and other conditions. Ideal timing is listed for normal seasonal conditions.

<i>Plan</i>	<i>Weed and Native Plant Management Program</i>	<i>Cost</i>
<b>Low Cost Plan</b>	Weed and Native Plant Management - Protect existing native open space areas through aggressive weed control using the Low Cost Plan (~160 acres including the 10 acre Arvada Park on the west end). -2 broadcast or 2 herbicide spot applications*	\$37,500
<b>Russian Olive Control</b>	Cut and treat Russian Olives stumps (Time and Materials)	

**\*Broadcast applications are generally used in lower quality areas that have few wildflowers whereas spot applications are used in higher quality plant communities that have a diversity of native wildflowers and woody plants.**

**Limited weed control in future years will have the following negative ramifications:**

1. Populations of weeds will continue to increase in areas that are not being managed.
2. The number of seeds in the soil seed bank will continue to grow making future weed control and restoration more expensive.
3. Desirable native vegetation will continue to decline and wildlife will decrease.
4. The aesthetic beauty of the area is marred and the desirability to recreate in weed-infested areas is reduced.
5. Weeds may spread off-site to other parks and private property.
6. Possible violations of city and county weed ordinances and state weed laws may be enforced.

It is, therefore, prudent to implement an aggressive and complete program to control weeds and prevent their spread.

**Ecological Restoration Program to Re-establish Native Areas**

**Purpose:** To restore native plants as well as environmental conditions to areas that have been disturbed beyond the short-term natural recovery cycle or to enhance the natural recovery cycle.

**Statement of Need:** Many small areas and a few larger ones in the open space in Spring Mesa Metro District are in need of restoration due to past construction of homes, utilities, trails, or other facilities, due to poor revegetation practices, or due to other disturbances. Once weeds are controlled in these areas for two or three years, these areas will continue to be weed-problem areas unless they are restored and revegetated so that there is competition between native plants and weeds. Restoration will enhance the beauty of these areas, reduce long-term management costs, and restore important ecosystem functions. Assessment of areas that need to be reseeded will be conducted and recommendations for future areas that may need to be reseeded.

<i>Recommended Actions;</i>	<i>Cost</i>
<b><u>Restoration Projects</u></b>	
1. Small projects as needed in open space areas	<b>\$7,500</b>
2. Large Projects	<b>By Bid or Time and Materials</b>

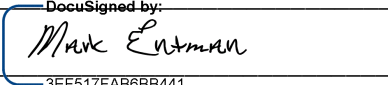
### Boundary Management Program

**Purpose:** To reduce the invasion of weeds into homeowner’s property and reduce the invasion of non-native plants into native open space areas. Also, to reduce dumping and other covenant restricted activities along the boundary. To help educate and notify homeowners about dumping and other covenant restricted activities along the boundary as well as clean up and restore areas where these activities have occurred.

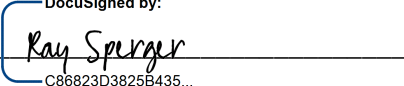
**Statement of Need:** Currently, there are covenant violations including, but not limited to, dumping of grass clippings, dirt, limbs, yard waste and other debris, and excess and unnecessary mowing of native open space areas behind homes. These practices are reducing native plant populations, encouraging noxious weed establishment and growth, and are unsightly.

	<u>Recommended Actions:</u>	<u>Cost</u>
<b>Item A1</b>	Chemically treat all noxious weeds and aggressive native plants behind homes that back to native open space areas 2 times per year.	Included in Weed Section
<b>Item A2</b>	Take note of these encroachments and covenant violations, record addresses, and notify Spring Mesa Metro District of non-compliant homeowners.	\$65/hour
<b>Item A3</b>	Clean up encroachments of non-compliant homeowners.	\$65/hour

This proposal is acknowledged and accepted by:

Date: 6/1/2020  
 DocuSigned by:  
 Signed:   
3EF517FAB6BB441...

Mark Entman; Board President; Spring Mesa Metro District

Date: 5/31/2020  
 DocuSigned by:  
 Signed:   
C86823D3825B435...

Raymond H. Sparger; Business Manager and Principal Ecologist; Ark Ecological Services, LLC

## **Addendum 1**

### **Reasons to Manage and Restore Native Open Space**

**Because we want to:**

**Open Space -The Benefits are Endless**

- Cleans and purifies our water
- Cleans the air and produces oxygen we need to breathe
- Reduces air temperatures on hot summer days
- Provides habitat for the animals and plants that we enjoy seeing
- Provides children and adults an opportunity to learn about the environment
- Provides artistic, written, and photographic inspiration
- Provides a place for spiritual and emotional renewal
- Defines, identifies, and separates regions, communities, neighborhoods, and neighbors
- Provides a sense of history – what the landscape may have looked like prior to settlement
- Provides recreational space for walking, jogging, bicycling, and canoeing

**Because we need to:**

**It is a part of the planning and guiding documents for most communities.**

- Planned Unit Development Plan
- Design Review Philosophy and Guidelines
- Covenants

It maintains property values.

It protects other investments made into the community (infrastructure, lot premiums, etc.).

**Because we have to:**

**It is a part of the laws of the land.**

- Jefferson County Weed Ordinance
- Colorado Noxious Weed Law – Revised Statute 35-5.5-115

## **Addendum 2**

### **Spring Mesa Metro District Homeowners Association**

#### Resource Management Goal for the Open Spaces

- To conserve and restore the native biological diversity of the Spring Mesa Metro District open space areas through sound land management including aggressive weed control and active ecological restoration for the benefit and enjoyment of the homeowners.

#### **Weed Control Mission Statement**

- Work cooperatively to prevent the invasion and manage the spread of noxious weeds in order to conserve and restore the native biological diversity of the open space properties.

#### **Weed Management Goals**

1. Prevent the introduction of noxious weeds not already present in the open space areas.
2. Eradicate noxious weeds which are not well established in the open space areas.
3. Contain the spread of noxious weeds which are so well established that they cannot be easily and quickly eradicated.
4. Implement appropriate weed management actions within weed containment areas.
5. Restore open space areas that have become infested with weeds.
6. Coordinate weed management actions to maximize effectiveness and minimize economic and environmental costs of weed control.
7. Inform homeowners and adjacent landowners within the Spring Mesa Metro District area about noxious weeds and provide support for their weed management and restoration efforts.