



GOLD HILL MESA METROPOLITAN DISTRICT NOS. 1 and 2

Regular Joint Board Meeting

Thursday, November 16, 2023 – 9:00 a.m.

142 S Raven Mine Dr, Ste 200
Colorado Springs, Colorado 80905

And

This meeting will also be held via video-conferencing and can be joined through the directions below:

<https://video.cloudoffice.avaya.com/join/471819234>

United States: [+1 \(213\) 463-4500](tel:+12134634500)

Access Code: 471-819-234

Gold Hill Mesa Metropolitan District No. 1

Board of Director	Title	Term
Stephanie Edwards	President	May 2027
John Olson	Secretary/ Treasurer	May 2027
VACANT	Assistant Secretary	May 2027
Barry Brinton	Assistant Secretary	May 2025
VACANT	Assistant Secretary	May 2025

Gold Hill Mesa Metropolitan District No. 2

Board of Director	Title	Term
Stephanie Edwards	President	May 2027
John Olson	Secretary/ Treasurer	May 2027
Thomas Barnish	Assistant Secretary	May 2025
Barry Brinton	Assistant Secretary	May 2025
Justin Burns	Assistant Secretary	May 2025

AGENDA

1. Call to Order
2. Declaration of Quorum/ Director Qualifications/ Disclosure Matters
3. Approval of Agenda
4. Approval of October 12, 2023, Board meeting minutes (enclosed)
5. Public Comment for Items Not on the Agenda (3-minute limit per person)
6. Management Matters
 - a. Discuss the status of Policy to Re-Plat District Owned Tracts
 - i. Tract A Gold Hill Mesa Filing No 7A
 - b. Status of Curb Damage on Lady Campbell
 - c. Discuss Status of Dissolution of District No. 1
7. Financial Matters
 - a. Review the October 31, 2023, Unaudited Financial Statements (enclosed)
 - b. Approve Payables through November 16, 2023 (enclosed)
 - c. Review and Consider Approval for Snow Removal Proposals (enclosed)

- d. Review and Consider Approval for 2024 Landscape maintenance Proposals (enclosed)
 - i. Brightview, LandTech, Landscape Endeavors, Timberline, Weisburg Landscaping, Robertson's Landscaping
 - e. Review and Consider Approval of Memorandum of Understanding with Gold Hill Mesa Townes Association, Gold Hill Mesa Townhomes Association, Townes at Gold Hill Mesa Association (Condos), and Gold Hill Mesa Neighborhood Association (enclosed)
 - f. Open Public Hearing on 2023 Amended and 2024 Budget Adoption
 - i. Review and Consider Adoption of Resolution to Amend the 2023 Budget and Adopt 2024 Budget for Gold Hill Mesa Metropolitan District No. 1 and No. 2 (enclosed)
8. Legal Matters
- a. Discuss and Approve the Regular Scheduled Board Meeting Scheduled for 2024
 - b. Review and Consider Approval of WSDM 2024 Engagement Letter (enclosed)
 - c. Review and Consider Approval of District No. 1 and No. 2 BiggsKofford 2023 Audit Engagement Letter (enclosed)
 - d. Discuss July 1, 2024, Website ADA Compliance Requirement
9. Landscape Matters
- a. Discuss Tree Removal Incident
10. Adjourn:
- a. Next Regular Meeting Date – TBD for 2024



**JOINT MINUTES OF THE SPECIAL BOARD MEETING
OF THE BOARD OF DIRECTORS OF THE
GOLD HILL MESA METROPOLITAN DISTRICT NOS. 1 AND 2
HELD OCTOBER 12, 2023
AT 3:00 PM**

Pursuant to posted notice, the special meetings of the Board of Directors of the Gold Hill Mesa Metropolitan District Nos. 1 and 2 were held on Thursday, October 12, 2023, at 3:00 p.m., via tele/videoconference:

<https://video.cloudoffice.avaya.com/join/471819234>.

Attendance

In attendance were Directors:

Stephanie Edwards (Arrived late)

John Olson

Barry Brinton

Thomas Barnish

Justin Burns

Also in attendance were:

Pete Susemihl, Susemihl, McDermott, & Downie, P.C.

Rebecca Harris, WSDM District Managers

Kevin Walker, WSDM District Managers

Rylee DeLong, WSDM District Managers

Tim Daugherty, Resident

John Keller, Resident

Combined Meeting: The Board of Directors of the Districts have determined to hold a joint meeting of the Districts and to prepare joint minutes of actions taken by the Districts in such meetings. Unless otherwise noted herein, all official action reflected in these minutes shall be deemed to be the action of all Districts. Where necessary, action taken by an individual District will be so reflected in these minutes.

1. Call to Order: The meeting was called to order by Ms. Harris at 3:04 p.m.
2. Declaration of Quorum/Director Qualifications/ Disclosure Matters: Ms. Harris confirmed a quorum was present with President Edwards joining late. She confirmed the disclosures were properly filed.
3. Approval of Agenda: Ms. Harris moved Landscape Matters before Public Comment. Director Burns moved to approve the Agenda as amended; seconded by Director Barnish. Motion passed unanimously.
4. Approval of July 20, 2023 Board Meeting Minutes: After review, Director Brinton moved to approve the July 20, 2023 Joint Board Meeting Minutes; seconded by Director Barnish. Motion passed unanimously.
5. Landscape Matters
 - a. Discuss tree lawn status in Townes at Gold Hill Mesa: Ms. Harris noted she is still waiting on photos and an assessment from the Resident that filed a concern.
 - b. Review and consider approval for mulch and rock refreshment proposals: Ms. Harris presented one proposal received from Brightview for mulch and rock refreshment for \$19,237.51. The Board tabled this item until next Spring as recommended by Ms. Harris.
 - c. Review and consider approval for mulch conversion proposals: Ms. Harris presented two proposals for mulch conversion to rock. After review, the Board agreed to table this item.

- d. Review and consider approval for Maple tree replacement at Community Center: Ms. Harris presented one proposal from Brightview for Maple tree replacement at Community Center for \$1,451.41. Director Olson confirmed the warranty for the tree is 12 months. The Board discussed additional dead trees in the community. The Board agreed to postpone this item to review landscaping proposals. President Edwards commented on a resident request to mitigate the overgrown brush behind his home on Olympian. The Board discussed that it is District property and needs to be included in the landscaping maintenance. The Board requested WSDM get with a the landscapers to plan on to mitigate the overgrown brush on the strip behind the homes on Olympian.
- e. Review and consider approval for Stump Removal and Tree Replacement: Ms. Harris presented one proposal from Brightview for \$56,642.
- f. Review and consider approval for Dead Tree Removal and Replacement: Ms. Harris presented one proposal from Brightview for \$82,931.11.
- g. Review and consider approval for Dead Tree Removal only: Ms. Harris presented two proposals. Tall Timbers proposal for \$5,500 and Brightview proposal for \$5,042. Mr. Daugherty discussed the Community Association's reserve fund for capital improvements for tree replacement and that they could help with the cost of removal.

The Board directed Ms. Harris to inquire with Brightview on how many trees will be removed. After discussion, Director Olson moved to authorize no more than 100 trees to be removed and hauled off, not necessarily grinded and not to exceed \$100 per tree. The Board will continue discussion on tree replacement with the Community Association. The motion was seconded by Director Brinton. Motion passed unanimously.

- h. Review Filing 10 Dead Tree Replacement: Director Olson presented the filing 10 dead tree replacement map.
- i. Review the Brightview Quality Site Assessment: Ms. Harris presented the Brightview Quality Site Assessment.
- j. Review and consider approval for Split Rail Fence at 1105 Lady Campbell: Ms. Harris presented the two proposals for split rail fence at 1105 Lady Campbell. After review, Director Olson moved to approve the proposal from Peak Fencing; seconded by Director Brinton. Motion passed unanimously.
- k. Review and consider approval for Split Rail Fence along 21st St: Ms. Harris presented two proposals for split rail fence along 21st Street because of the voles and moles issue. After review, Director Olson moved to approve the proposal from Peak Fencing not to exceed \$15,000 for just the 21st Street side of the area; seconded by Director Brinton. President Edwards joined the meeting. Motion passed unanimously.
- l. Discuss Erosion concern on SE of District end of Lady Campbell: Ms. Harris discussed the erosion concern on the southeast side of the District at the end of Lady Campbell.
 - i. Review and consider approval for erosion control proposal: Ms. Harris presented a proposal from Brightview for \$1,625.57. Director Olson moved to approve the proposal from Brightview for erosion control; seconded by Director Burns. Motion passed unanimously.
- m. Review and consider approval for curb and concrete repair: Ms. Harris discussed the curb, concrete and irrigation box damage done by a large truck on Lady Campbell. She noted that nobody has come forward and taken responsibility for the damages. Ms. Harris presented a proposal from Brightview to repair the curb and concrete damage for \$7,414.29. After discussion, the Board directed Mr. Daugherty to connect with Ms. Harris to get an additional bid from a resident who owns a concrete company.
- n. Review and consider approval for dog waste station replacement: Ms. Harris presented a proposal for dog waste stations for \$357.21. The Board discussed that replacing the damaged waste stations is a priority and will review this item further during the budget discussions.
- o. Discuss and Review Tree Replacement Memo: The Board discussed the possibility of teaming up with the Community Association to utilize their reserve funds to replace some of the dead trees in the community. There are currently 100 dead trees in the neighborhood in addition to the 49 that

have been cut down. The Board will continue to pursue and discuss tree replacement options at the next Board meeting.

- p. Discuss Dog Stations and Conditions Concern: The Board will discuss this item further at the next meeting.
6. Public Comment: There was no public comment.
7. Management Matters
 - a. Insurance Update: Ms. Harris reported that all the assets have been transferred from District 1 to 2.
 - b. Discuss Retaining Wall in Filing 5: Ms. Harris informed the Board that the retaining wall in filing 5 is the neighborhood single-family HOA's responsibility to maintain.
 - c. Discuss the status of Tract A Gold Hill Mesa Filing No 7A Re-plat: Mr. Walker discussed the status of Director Burn's request for a re-plat to adjust the property lines. He recommended the Board establish a District policy for homeowner requests such as this. Mr. Walker will draft a policy for Board review at the next meeting.
 - d. Discuss Curb and Irrigation Damage on Lady Campbell: There was no additional discussion.
8. Legal Matters
 - a. Review and consider adoption of District No. 1 transfer of property to District No. 2: After review, Director Olson moved to adopt District No. 1 transfer of property to District No.2; seconded by Director Brinton. Motion passed unanimously.
9. Financial Matters
 - a. Review the August 31, 2023 Unaudited Financial Statements: Mr. Walker presented the August 31, 2023 Unaudited Financial Statements. After review, Director Brinton moved to approve the August 31, 2023 Unaudited Financial Statements; seconded by Director Olson. Motion passed unanimously.
 - b. Ratify and approve payables through the period ending September 21, 2023: Mr. Walker presented the Payables through the period ending September 21, 2023. After review, Director Olson moved to approve the Payables for both Districts 1 and 2 as presented; seconded by Director Brinton. Motion passed unanimously.
 - c. Discuss Assessed Valuation Memo: Mr. Walker discussed the Memo on the increase in Assessed Valuations and Proposition HH and how it could impact property tax revenue if it passes.
 - d. Discuss 2024 Budget Draft: Mr. Walker presented the 2024 draft budget. The Budget Hearing will be held at the Board meeting on November 16, 2023.
 - e. Update on Turf Replacement Grant: Mr. Walker reported the District was approved for a \$25,000 matching grant for turf replacement. Ms. Harris noted this will cover the replacement of the tree lawns.
10. Adjourn: Director Olson moved to adjourn the meeting at 10:45 AM; seconded by Director Brinton. Motion passed unanimously.
 - a. Next Regular Meeting Date – Scheduled for November 16, 2023, at 9:00 A.M. and the Annual Town Hall Meeting is scheduled for November 16, 2023, at 5:00 P.M.

Respectfully Submitted,

By: Recording Secretary



Gold Hill Mesa Metropolitan District No. 1

Balance Sheet

11/09/23

As of October 31, 2023

Accrual Basis

	<u>Oct 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
First Bank Checking	168,590.66
Total Checking/Savings	<u>168,590.66</u>
Accounts Receivable	
Accounts Receivable	6,801.60
Total Accounts Receivable	<u>6,801.60</u>
Other Current Assets	
*Undeposited Funds	7,456.80
Due From Other Districts	39,724.00
Prepaid Insurance	14,263.00
Total Other Current Assets	<u>61,443.80</u>
Total Current Assets	<u>236,836.06</u>
TOTAL ASSETS	<u>236,836.06</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	43,349.80
Total Accounts Payable	<u>43,349.80</u>
Total Current Liabilities	<u>43,349.80</u>
Total Liabilities	43,349.80
Equity	
Fund Balance - O&M	249,065.92
Retained Earnings	69,512.02
Net Income	-125,091.68
Total Equity	<u>193,486.26</u>
TOTAL LIABILITIES & EQUITY	<u>236,836.06</u>

Gold Hill Mesa Metropolitan District No. 1

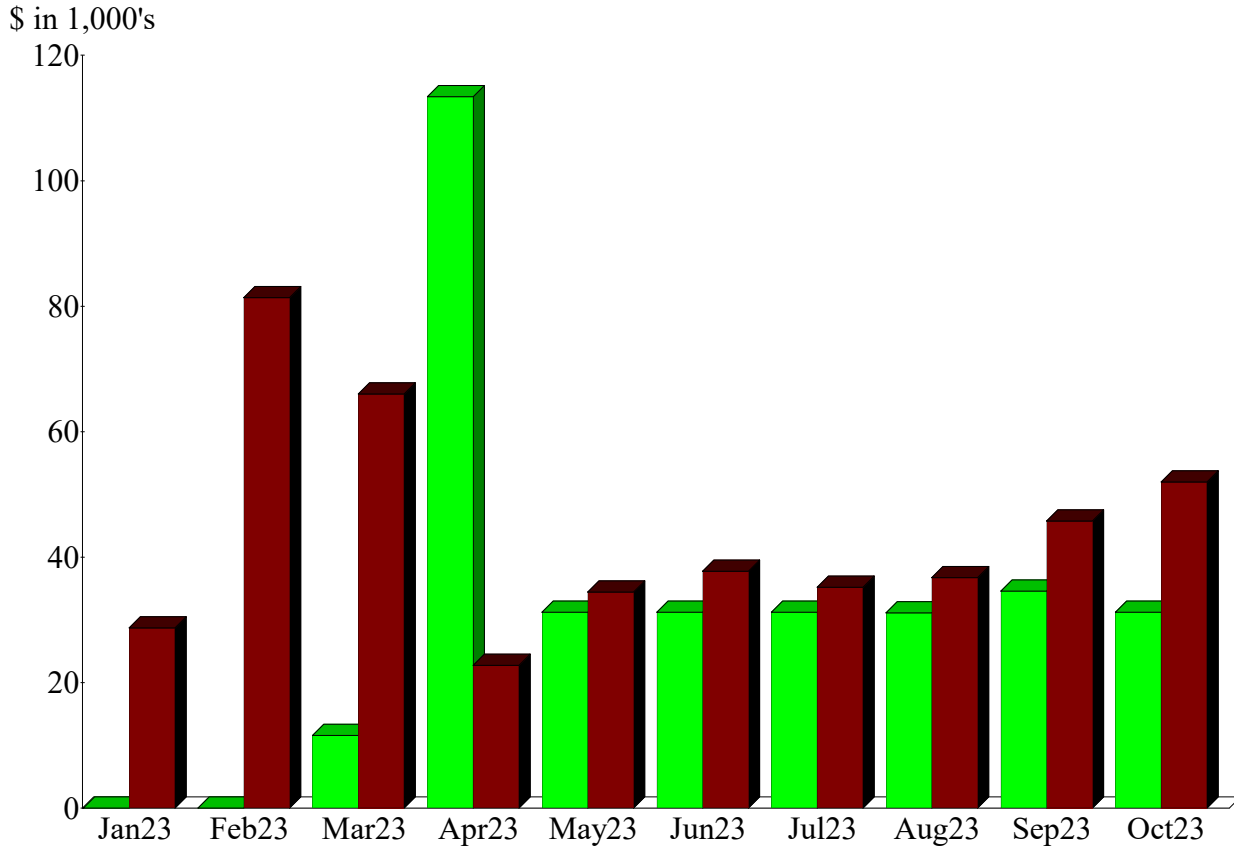
Profit & Loss Budget vs. Actual

January through October 2023

	TOTAL				
	Oct 23	Jan - Oct 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
Homeowners Fee	31,253.06	315,774.80	375,046.00	-59,271.20	84.2%
Intergvtmt Rev - District #2	0.00	0.00	247,268.00	-247,268.00	0.0%
Total Income	<u>31,253.06</u>	<u>315,774.80</u>	<u>622,314.00</u>	<u>-306,539.20</u>	<u>50.74%</u>
Expense					
General & Administrative					
Accounting	0.00	13,130.95	40,000.00	-26,869.05	32.83%
Audit	0.00	16,623.68	9,900.00	6,723.68	167.92%
Bank Fees	10.00	135.99			
Contingency	0.00	0.00	9,850.00	-9,850.00	0.0%
District Management	7,500.00	70,666.83	38,000.00	32,666.83	185.97%
Dues & Licenses	0.00	0.00	1,500.00	-1,500.00	0.0%
Election Expense	0.00	0.00	7,000.00	-7,000.00	0.0%
Insurance	-2,233.00	-1,333.00	12,500.00	-13,833.00	-10.66%
Legal	1,170.44	13,587.66	17,250.00	-3,662.34	78.77%
Miscellaneous	0.00	0.00	2,000.00	-2,000.00	0.0%
Repaymt - Dev Advance	0.00	0.00	100,000.00	-100,000.00	0.0%
SDA Dues	0.00	1,258.05			
Total General & Administrative	<u>6,447.44</u>	<u>114,070.16</u>	<u>238,000.00</u>	<u>-123,929.84</u>	<u>47.93%</u>
Operations & Maintenance					
Landscape - Maintenance	24,196.84	142,918.49	150,000.00	-7,081.51	95.28%
Landscape - Tree Replacement	0.00	0.00	45,000.00	-45,000.00	0.0%
Repairs & Maintenance	0.00	82,308.68	60,000.00	22,308.68	137.18%
Snow Removal	0.00	888.00	10,000.00	-9,112.00	8.88%
Storm Water Fees	285.21	4,504.83			
Underdrainage	0.00	0.00	72,000.00	-72,000.00	0.0%
Utilities	21,080.96	96,176.32	148,000.00	-51,823.68	64.98%
Total Operations & Maintenance	<u>45,563.01</u>	<u>326,796.32</u>	<u>485,000.00</u>	<u>-158,203.68</u>	<u>67.38%</u>
Total Expense	<u>52,010.45</u>	<u>440,866.48</u>	<u>723,000.00</u>	<u>-282,133.52</u>	<u>60.98%</u>
Net Ordinary Income	<u>-20,757.39</u>	<u>-125,091.68</u>	<u>-100,686.00</u>	<u>-24,405.68</u>	<u>124.24%</u>
Net Income	<u><u>-20,757.39</u></u>	<u><u>-125,091.68</u></u>	<u><u>-100,686.00</u></u>	<u><u>-24,405.68</u></u>	<u><u>124.24%</u></u>

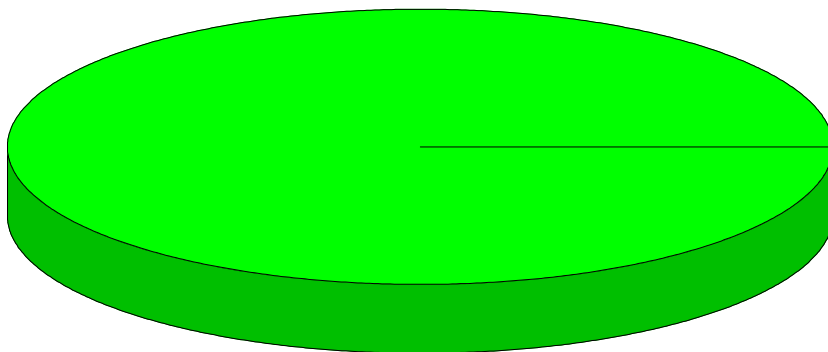
Income and Expense by Month
January through October 2023

Income
Expense



Income Summary
January through October 2023

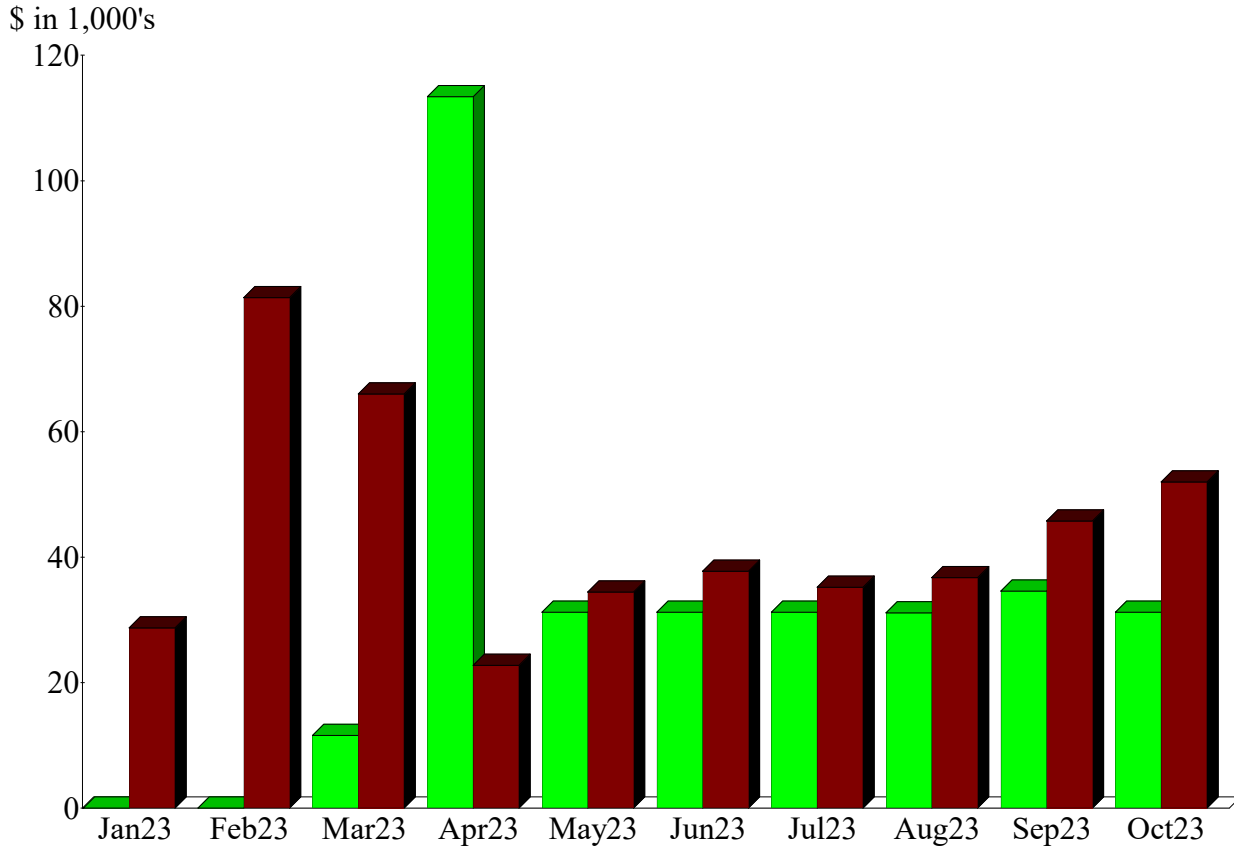
Homeowners Fee	100.00%
Total	\$315,774.80



By Account

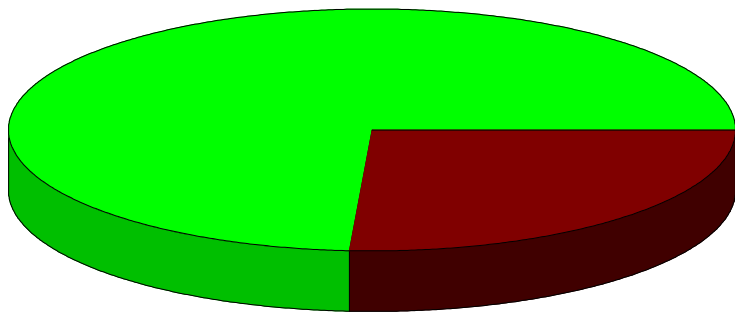
Income and Expense by Month
January through October 2023

Income
Expense



Expense Summary
January through October 2023

Operations & Maintenance	74.13%
General & Administrative	25.87
Total	\$440,866.48



By Account

Gold Hill Mesa Metropolitan District No. 2

Balance Sheet

As of October 31, 2023

	<u>Oct 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
First Bank Checking	1,827,610.33
UMB Senior Bond Fund - 8486.1	936.23
UMB Reserve Fund - 8486.2	1,025,595.95
UMB Sub Bond 8487-1	126.16
UMB Sub Project Fund - 8487.2	1,930.41
Total Checking/Savings	<u>2,856,199.08</u>
Other Current Assets	
Property Tax Receivable - O&M	383.68
Total Other Current Assets	<u>383.68</u>
Total Current Assets	<u>2,856,582.76</u>
TOTAL ASSETS	<u>2,856,582.76</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	921,258.90
Total Accounts Payable	<u>921,258.90</u>
Other Current Liabilities	
Due to District 1	39,723.75
Deferred Prop Tax Rev - O&M	383.68
Total Other Current Liabilities	<u>40,107.43</u>
Total Current Liabilities	<u>961,366.33</u>
Total Liabilities	961,366.33
Equity	
Fund Balance - Debt	1,367,383.08
Retained Earnings	-105,841.20
Net Income	633,674.55
Total Equity	<u>1,895,216.43</u>
TOTAL LIABILITIES & EQUITY	<u>2,856,582.76</u>

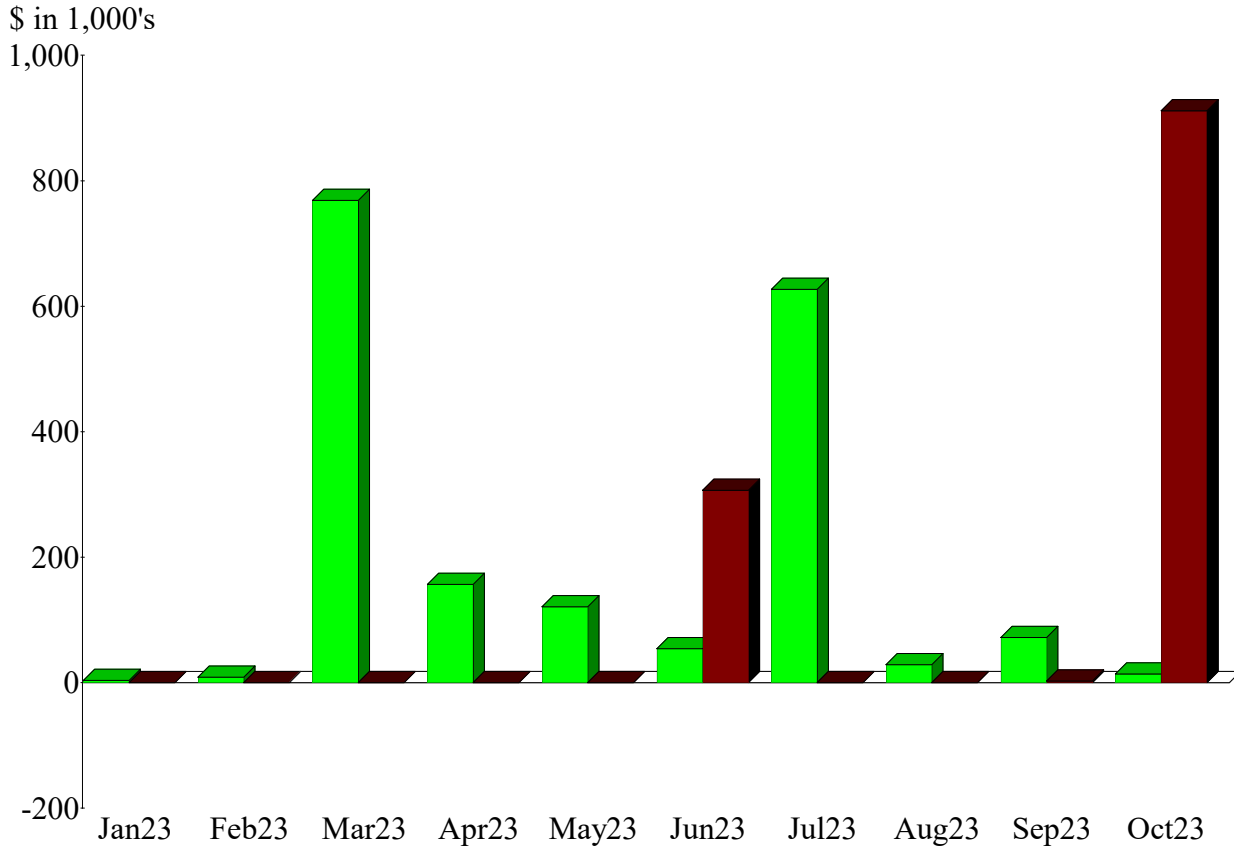
Gold Hill Mesa Metropolitan District No. 2

Profit & Loss Budget vs. Actual

January through October 2023

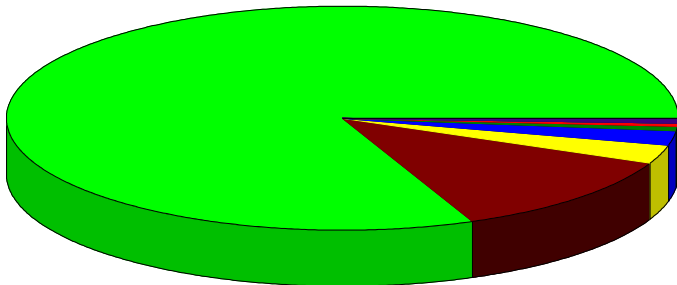
	TOTAL				
	Oct 23	Jan - Oct 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
Urban Renewal TIF - Debt	1,729.10	1,510,500.79	1,497,010.00	13,490.79	100.9%
Urban Renewal TIF O&M	555.34	226,003.96	223,691.00	2,312.96	101.03%
Interest Income - Debt	3,999.06	40,529.79			
CY Property Tax - O&M	2.90	2,856.24	3,237.00	-380.76	88.24%
Delinquent Interest - O&M	-57.04	-53.47			
Prior Year Tax - O&M	0.00	0.03			
Specific Ownership Tax - O&M	1,510.84	12,760.05	20,384.00	-7,623.95	62.6%
CY Property Tax - Debt	11.60	11,424.95	9,712.00	1,712.95	117.64%
Delinquent Interest - Debt	-14.26	-13.40			
Prior Yr Tax - Debt	0.00	0.12			
Specific Ownership Tax - Debt	6,043.34	51,040.11	61,152.00	-10,111.89	83.46%
Impact Fees	0.00	0.71			
Total Income	13,780.88	1,855,049.88	1,815,186.00	39,863.88	102.2%
Expense					
Bank Fees	10.00	136.00			
Contingency	0.00	0.00	1,200.00	-1,200.00	0.0%
Insurance	0.00	2,951.00			
Intergovt Expenditures - O&M	0.00	0.00	247,268.00	-247,268.00	0.0%
Miscellaneous	0.00	0.00	200.00	-200.00	0.0%
Treasurer Collection Fee - O&M	0.05	42.86	49.00	-6.14	87.47%
Treasurer Collection Fee - Debt	0.20	171.47	146.00	25.47	117.45%
Bond Expense					
Paying Agent Fee	0.00	0.00	7,000.00	-7,000.00	0.0%
Bond Interest - Series 2022A	306,537.50	613,075.00	613,075.00	0.00	100.0%
Bond Principal Series 2022A	605,000.00	605,000.00	605,000.00	0.00	100.0%
Bond Interest - Series 2022B(3)	0.00	0.00	329,350.00	-329,350.00	0.0%
Bond Principal Series 2022B	0.00	0.00	35,000.00	-35,000.00	0.0%
Total Bond Expense	911,537.50	1,218,075.00	1,589,425.00	-371,350.00	76.64%
Total Expense	911,547.75	1,221,376.33	1,838,288.00	-616,911.67	66.44%
Net Ordinary Income	-897,766.87	633,673.55	-23,102.00	656,775.55	-2,742.94%
Other Income/Expense					
Other Income					
Other Income	0.00	1.00	1,205.00	-1,204.00	0.08%
Total Other Income	0.00	1.00	1,205.00	-1,204.00	0.08%
Net Other Income	0.00	1.00	1,205.00	-1,204.00	0.08%
Net Income	-897,766.87	633,674.55	-21,897.00	655,571.55	-2,893.89%

Income and Expense by Month
January through October 2023



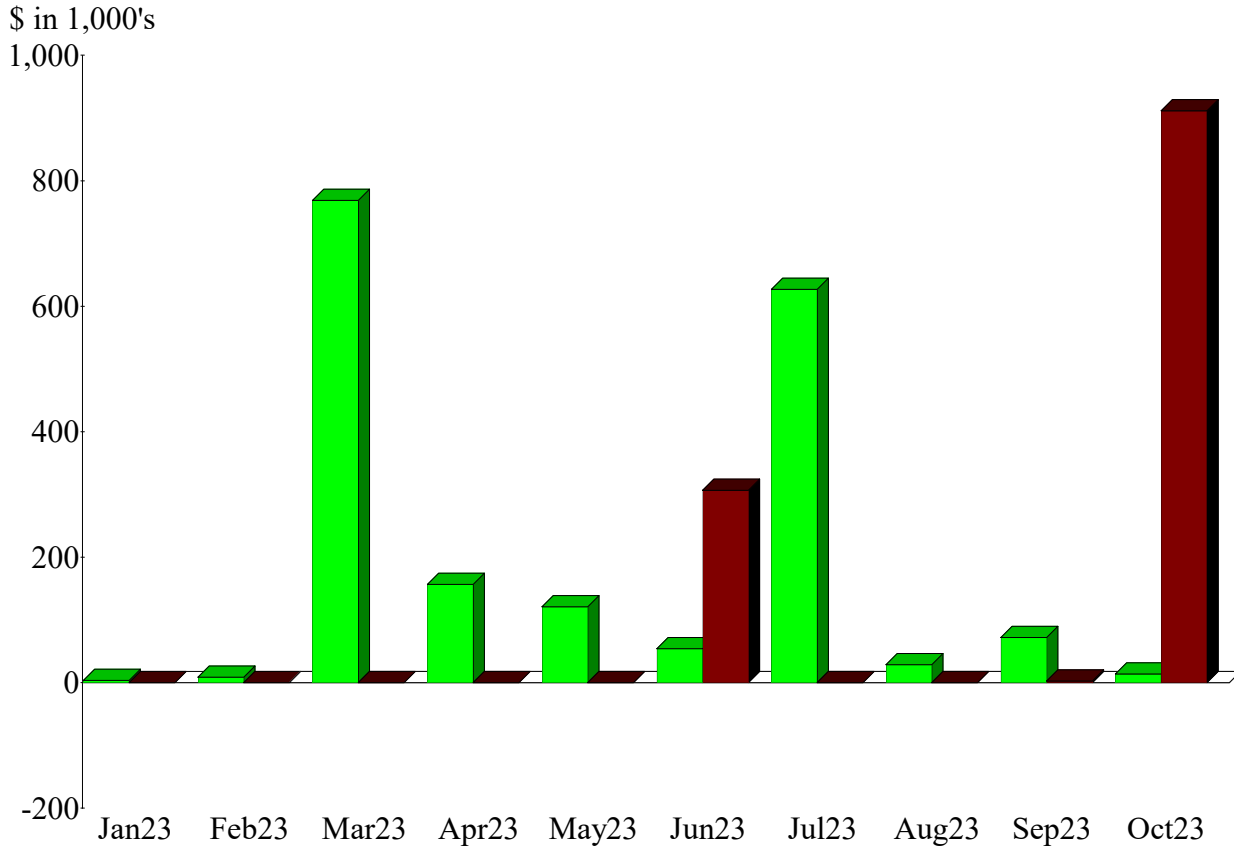
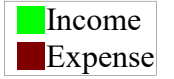
Income Summary
January through October 2023

Urban Renewal TIF - Debt	81.42%
Urban Renewal TIF O&M	12.18
Specifice Ownership Tax - Debt	2.75
Interest Income - Debt	2.18
Specific Ownership Tax - O&M	0.69
CY Property Tax - Debt	0.62
CY Property Tax - O&M	0.15
Delinquent Interest - O&M	\$-53.47
Delinquent Interest - Debt	\$-13.40
Other Income	0.01
Other	0.01
Sub-Total	\$1,855,050.88



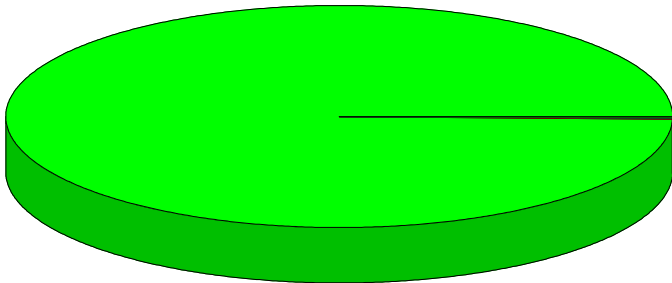
By Account

Income and Expense by Month
January through October 2023



Expense Summary
January through October 2023

Bond Expense	99.73%
Insurance	0.24
Treasurer Collection Fee - Debt	0.01
Bank Fees	0.01
Treasurer Collection Fee - O&M	0.01
Total	\$1,221,376.33



By Account



Gold Hill Mesa Metropolitan District #1

PAYABLES

11/2/2023

GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
BrightView Landscape	8666813	10/27/2023	\$ 10,000.00	
BrightView Landscape	8666812	10/27/2023	\$ 1,625.57	
BrightView Landscape	8658074	11/1/2023	\$ 11,076.75	
BrightView Landscape	5695092	10/6/2023	\$ 1,494.52	
City of Colorado Springs	48006369	11/1/2023	\$ 17.10	
City of Colorado Springs	48006508	11/1/2023	\$ 16.20	
City of Colorado Springs	48006915	11/1/2023	\$ 13.95	
City of Colorado Springs	48006916	11/1/2023	\$ 13.95	
City of Colorado Springs	48007002	11/1/2023	\$ 13.50	
City of Colorado Springs	48007326	11/1/2023	\$ 11.70	
City of Colorado Springs	48007327	11/1/2023	\$ 11.70	
City of Colorado Springs	48007599	11/1/2023	\$ 10.35	
City of Colorado Springs	48008080	11/1/2023	\$ 9.00	
City of Colorado Springs	48008270	11/1/2023	\$ 8.10	
City of Colorado Springs	48008594	11/1/2023	\$ 7.20	
City of Colorado Springs	48023274	11/1/2023	\$ 14.85	
City of Colorado Springs	48027130	11/1/2023	\$ 21.60	
City of Colorado Springs	48030664	11/1/2023	\$ 8.55	
City of Colorado Springs	48030665	11/1/2023	\$ 4.50	
City of Colorado Springs	48030666	11/1/2023	\$ 13.95	
City of Colorado Springs	48030673	11/1/2023	\$ 9.90	
City of Colorado Springs	48030724	11/1/2023	\$ 76.95	
City of Colorado Springs	48030906	11/1/2023	\$ 7.65	
City of Colorado Springs	48030936	11/1/2023	\$ 4.95	
City of Colorado Springs	48008699	11/1/2023	\$ 6.75	
Colorado Springs Utilities	8242523332	10/4/2023	\$ 21,073.22	
Colorado Springs Utilities	8242523332	11/2/2023	\$ 5,691.47	
Colorado Springs Utilities	9987360957	8/23/2023	\$ 103.31	
Susemihl Mcdermott Downie P.C.	35606	9/30/2023	\$ 375.00	
Susemihl Mcdermott Downie P.C.	35660	10/31/2023	\$ 1,170.44	
UNCC	223100654	10/31/2023	\$ 7.74	
WSDM District Managers	7734	10/31/2023	\$ 7,500.00	
TOTAL			\$ 60,420.42	

First Bank Checking	\$ 189,399.13
Payable	\$ (60,420.42)
First Bank Checking After Draw	\$ 128,978.71



Snow Removal Proposals

Brightview

Service Trigger
3" for Alleys
2" for Sidewalks

Service/Unit Description	Unit	Min. Chg.	T&M Cost			
			Price	Price	Price	Price
Truck with Plow	Hr	1 Hr				\$121.51
Truck with Plow and Spreader/Sprayer	Hr	1 Ton				\$121.51
Skid Steer	Hr	1 Hr				\$157.51
Utility Vehicles (ATV, Kubota, etc.)	Hr	1 Hr				\$115.89
Crew Member	Hr	1 Hr				\$59.63
Bag Ice Melt	50 lbs	1 Bag				\$47.26
Ice Slicer	TN	1 Ton				\$275.65
Hauling/Relocating Snow (note)	Hr	4 Hr				\$163.14

LandTech

3" for Alleys
1-2" Sidewalks

Light Equipment	
4x4 Truck with Plow	\$127.00 per hour
Ice Slicer Spreader	\$145.00 per hour
Skid Steer Loader with Push Box/Plow	\$156.00 per hour
ATV w/Plow, SnowRator w/Spreader, UTV w/Plow and Spreader	\$102.00 per hour
Heavy Equipment	
Loader/Backhoe with 1-yard Push box or plow	\$225.00 per hour
Loader/Backhoe with 3-yard Push box or plow	\$284.00 per hour
Labor	
Hand Shovel/Spread Ice Melt	\$64.00 per man, per hour
Material	
Standard Ice Melt	\$1.00 per pound
Environmentally Friendly Ice Melt	\$1.42 per pound
Ice Slicer (Granulated Magnesium Chloride)	\$283.00 per ton
Other	
Snow Pile Relocation/Haul Off	\$172.00 per hour

Timberline

we set threshold

<u>Truck Plows</u>	
Truck w/plow	\$155.00/hour
Dump Truck w/plow.....	\$245.00/hour
<u>Equipment</u>	
Price Includes attachments	
Skid-loader w/ 100" Bucket	\$205.00/hour
Skid-loader w/Blower.....	\$280.00/hour
Backhoe type tractor	\$235.00/hour
Loader (3 to 4yds)	\$285.00/hour
Loader (4 to 5yds)	\$435.00/hour
Snow Haul Off.....	\$245.00/hour
Unimog.....	\$490.00/hour
<u>Hand Crew Equipment</u>	
Hand shoveled, staking and/or deicer.....	\$75.00/hour
Small Sidewalk Equipment.....	\$110.00/hour
Large Sidewalk Equipment.....	\$190.00/hour
<u>Anti-Icing/Deicing/Sander Trucks</u> (minimum of ½ hour for all deicing/sanding trucks)	
Anti-Icing/Deicing/Preventing Sidewalk Machines (4' or less).....	\$110.00/hour
Truck w/ deicer or sander equipment.....	\$235.00/hour
<u>Material (Labor and equipment excluded from all material prices listed.)</u>	
"New Wave" Salt Brine – 23% Salt (liquid).....	\$3.00 per gallon
Ice slicer/rapid thaw (granular).....	\$285.00 per ton
Ice melt (bagged mag flakes)	\$42.00 Per 50# bag
Curb and Obstacle Staking (labor to install charged at hand crew rate)	\$4.25 per stake



Annual Snow Service Order

BrightView Landscape Services, Inc. (BrightView)

10/24/2023 12:25

40020_BVLS Colorado Springs 7357 Cole View Colorado Springs CO 80915

Ph: (719) 448-9500

400200351

• SERVICE LOCATION (Location)

Loc ID Location Name Estimate
20672381 GOLD HILL MESA METRO DISTRICT 400200351

Location Address
142 S RAVEN MINE DR, COLORADO SPRINGS, CO 80905

• CLIENT INFORMATION (Client)

Client ID Company Name
GOLD HILL MESA METROPOLITAN DISTRICT

Billing Address
NO 1, C/O WSDM DISTRICT MANAGERS, COLORADO SPRINGS, CO 80903

• SCOPE OF SERVICES Service Start: 10/01/2023 Service End: 05/31/2024 Start Season: 2023

Table with 4 columns: Vehicle Site Area(s) (VEH), Service Start Trigger, Pedestrian Sites Areas (PED), Service Start Trigger. Rows include Alley ways with no exit, Parking Structure (GAR), Ice Watch (Vehicle), and Anti-Ice/Pretreatment (Vehicle).

BrightView is only responsible for performing Services in the selected Site Areas after the indicated Service Trigger is reached. Services requested before the Trigger is met shall begin upon a reasonable period after notification from the Client and may result in additional fees.

- Client Declines to have BrightView stake the Location.
• BrightView will not be responsible for damages caused to roads, curbs, road-edges, turf-edges or other objects not properly identified.
• Speed bumps/humps/tables shall not be repaired/replaced regardless of staking conditions.
• Bulk de-icing material will be purchased (Supplied) by BrightView and applied by BrightView.
• Bagged de-icing material will be purchased (Supplied) by BrightView and applied by BrightView.
• All Time & Material Rates are Port-to-Port, and are subject to minimum fees as noted in the Price Schedule
• Map provided is the only area that snow removal will be performed.
• Unless either party notifies the other in writing by the Term of Service End date above, this Service Order will automatically renew for the subsequent year for the same Scope of Services at the above rates plus an increase of 3.0%
• All prices exclude any applicable sales tax, should client request tax to be included BrightView may automatically adjust the price if tax laws change to reflect such increase.

By signing this Service Order, Client acknowledges and agrees that (a) snow or ice may accumulate while Services are being performed, (b) even when there is no precipitation present, snow may blow or drift onto a Service Location or be brushed onto cars, parking, and driving areas or walkways, and (c) properly plowed snow may melt and refreeze after Services are fully performed. Accordingly, Client understands and agrees that (i) BrightView cannot guarantee that the performance of the Services will remove all snow and ice from any Service Location, and (ii) some snow or ice may still be present at a Service Location during or after the performance of Services.

CLIENT PRICING AGREEMENT

2023.20672381



Annual Snow Service Order

BrightView Landscape Services, Inc. (BrightView)

10/24/2023 12:25

40020_BVLS Colorado Springs 7357 Cole View Colorado Springs CO 80915

Ph: (719) 448-9500

400200351

• **PRICE SCHEDULE** BrightView will be compensated for work performed at the Service Location according to the agreed to prices shown below. All listed equipment items includes the respective equipment and required operator.

Category	Area	Service/Unit Description	Unit	Min. Chg.	Price	Price	Price	Price	2023 Price
TM	ALL AREAS	Truck with Plow	Hr	1 Hr					\$121.51
TM	ALL AREAS	Truck with Plow and Spreader/Sprayer	Hr	1 Ton					\$121.51
TM	ALL AREAS	Skid Steer	Hr	1 Hr					\$157.51
TM	ALL AREAS	Utility Vehicles (ATV, Kubota, etc.)	Hr	1 Hr					\$115.89
TM	ALL AREAS	Crew Member	Hr	1 Hr					\$59.63
TM	ALL AREAS	Bag Ice Melt	50 lbs	1 Bag					\$47.26
TM	ALL AREAS	Ice Slicer	TN	1 Ton					\$275.65
TM	ALL AREAS	Hauling/Relocating Snow (note)	Hr	4 Hr					\$163.14

• **ORDER EFFECTIVE DATE:** 10/01/2023 This Service Order is accepted by BrightView and Client and forms part of the Master Snow Management Agreement signed by the parties and restates and replaces any Service Order previously agreed to for the above Location.

For BrightView: _____

Printed: _____ 10/01/2023

Email: _____

Title: _____

For Client: _____

Printed: Rebecca Harris 10/01/2023

Email: rebecca.h@wsdistricts.co

Title: _____



SNOW REMOVAL CONTRACT

For 2023-2024

This Snow Removal Contract ("Contract") is entered into on the ____ day of _____ by and between Landtech Contractors, LLC ("Contractor") and "Gold Hill Mesa Metropolitan District" ("Customer")

Contract Term:

Contract commencement date: _____

Contract termination date: May 31, 2024

Customer Information: To be filled out by Client

Customer property name: _____
Customer property address: _____
Customer on-site rep name: _____
On-site rep phone #: _____
Customer Management Company: _____
Customer manager name: _____
Customer billing address: _____
Customer office phone #: _____
Customer billing e-mail address: _____

Contractor Information:

Contractor's office address: 525 Laredo St., Aurora, CO 80011
Contractor's office phone #: 303 344 4465
Contractor's billing e-mail address: Billing@Landtechcontractors.com

1. Scope of Services: Contractor will perform the services described in the Snow Removal Requirements ("SRR") Article B, which is attached hereto and incorporated herein by this reference. The SRR must be completed by Customer prior to the start of the snow season and must clearly define the snow removal services that Customer wants Contractor to provide under this Contract and the specific areas of the Customer's Property (identified above). Services will not include ice removal, or the physical removal of snow from the Property. This service is only available with 24 hours notice to Contractor and will be billed on a time and materials basis pursuant to the pricing schedule in Article A of this Contract. Cleaning up of salt, slicer, or other snow melt products used by Contractor is not specifically included under this Contract but is available from Contractor at an additional cost to Customer.

2. Performance: All labor, equipment, and materials will be furnished by Contractor. Contractor may use subcontractors in the provision of service under this Contract. Snow plowing will be accomplished by mechanically pushing snow to boundaries designated by Customer in the SRR and will begin once snow levels reach **Trace, 1" or 2" ONLY** Snow removal on sidewalks will be performed by hand shoveling, unless areas are accessible by snow blower, ATV, UTV, or SnowRator (when available) and will begin once snow levels reach **Trace, 1" or 2" ONLY** Unless Customer instructs Contractor otherwise, Customer agrees that Contractor has discretion to determine if snow removal is necessary under this Contract based on snow accumulations, forecasted temperatures and weather conditions for the Property. Customer understands that snow accumulations may vary from one part of town to the next, and that weather conditions in one part of town may not be indicative of accumulations at the Customer's Property. Customer also understands that drifting snow may necessitate plowing of Customer's Property, regardless of the average accumulation at that Property.

Normal nightly refreezing of melted snow and ice may occur for a period of time after each storm or snow event. Therefore, Contractor will return to the Property and will re-plow, re-shovel or re-apply salt, sand or snow melt products at Customers written request.

Customer is responsible for having all vehicles removed from parking lots, drives, access roads, and designated stockpile areas, so Contractor can properly and efficiently operate snowplowing equipment. If vehicles are not removed at the time of plowing operation, Contractor will be obligated to plow only those areas available and open for safe use and operation of snowplow equipment. Clearing between parked cars is not included in this contract. If the designated stockpile areas are not accessible, Contractor will stockpile snow in an area chosen at Contractor's discretion to provide the least interference with use of the Property.

Services under this Contract will commence during or within twelve (12) hours of the end of any snowfall. Contractor will charge for travel time to the Property according to the type of services to be performed. Services will be initiated when, in the best judgment of Contractor, conditions are such that snow removal services are required. It is Customer's responsibility to notify Contractor in writing when snow services are not required.

When a large accumulation of snow is predicted, such as an "upslope", blizzard conditions, snow in excess of 12", ice in all its forms, declared states of emergency, Contractor has discretion to commence services under this Contract prior to the cessation of snowfall. Contractor will make every effort to insure such service. Customer understands, however, that certain conditions may pose challenges to Contractor providing services, which are out of Contractor's control. In such cases, Contractor will keep Customer informed of conditions and will define realistic expectations for completion of field operations. Any precipitation event lasting longer than 12 hours will require that Contractor schedule rest periods for field personnel and Managers to assure their safety. When accumulation exceeds six (6") inches, or when drift conditions exist, "shovel-wide" paths will be cleared during the first visit to the site. Walks will be cleared to their full width when conditions allow further attention.

If sidewalk snow service is requested by Customer, Customer understands that if temperature and wind conditions combine to bring temperatures below ten (10) degrees Fahrenheit, Contractor may have to stop providing services during that period of time in order to protect the health and well being of its employees.

Contractor will provide services under this Contract in a workman-like manner. Customer accepts this warranty as its sole recourse, and THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

3. Property Damage: Customer agrees that Contractor is not responsible to Customer or anyone else for damages caused by snow removal equipment (including, but not limited to pick-up trucks, loaders and tractors) to property items in and around the area designated by Customer for plowing, and which are concealed from Contractor's view by snow accumulation or other adverse weather condition. Such property items include, but are not limited to turf (grass), curbs, wheel stops, fire hydrants, plant material and other landscaping, and retaining walls. Customer also agrees that Contractor is not responsible to Customer or anyone else for damages caused by snow removal equipment to surface integrity due to weight of snow removal equipment. Installation of necessary snow stakes is recommended. If Contractor, in its discretion, deems such stakes to be necessary to avoid property damage, Contractor is hereby authorized to provide stakes at an additional cost to Customer, as set forth under the pricing schedule in Article A of this Contract.

4. Personal Injury and Indemnification: Customer understands that slippery conditions after a snow event are an inherent risk that cannot be completely eliminated by services provide by Contractor hereunder. Therefore, Customer agrees that it will not hold Contractor, its officers, agents and employees liable for any claims, damages, losses, and expenses, (including but not limited to attorneys' fees and court costs) arising out of or resulting from falls and other accidents caused in whole or in part by snow, ice or any other slippery condition on the property. Customer also agrees to indemnify and defend Contractor from and against any claim, cause of action, or liability instituted by any employee, resident or third-party arising out of or related in any way to property damage, and personal injury due to ice, snow or other slippery condition that may exist on the Property before, during or after Contractor has performed services pursuant to the Contract. Customer agrees to indemnify and defend Contractor from all such claims and liabilities regardless of whether allegedly caused by any actions or failures of Contractor.

Customer understands that upon completion of snow service operations, even if conducted to the highest standards in the industry for this area, slippery conditions may still exist. For example, normal nightly refreezing of melting snow and ice may occur after each storm. Therefore, Contractor will not be liable for accidents caused by this inherent risk and will be defended, indemnified and held harmless by Customer from and against lawsuits or claims that may result from naturally occurring weather conditions, or the presence of salt, sand, or other snow melt products used by Contractor. Contractor has discretion to determine whether to apply snow melt chemicals for snow management. Such chemicals have inherent properties that could degrade or damage metal, paving material, and plant material that come in contact with such chemicals, and therefore, Contractor will not be liable for damage caused to said objects or materials on site.

5. Insurance: Throughout the term of this Contract, Contractor will maintain General Liability insurance of \$2,000,000 aggregate, and will also carry the Colorado State required Workman's Compensation insurance, and Automobile Liability insurance, \$1,000,000 bodily injury each person/each accident, and \$1,000,000 property damage.

6. Termination without Cause: Either party to this Contract may terminate the Contract without cause by sending written notice to the other party at the respective address stated above. Termination of the Contract will become effective 30 days after the date such written notice is provided. In the event of such termination, full payment for services performed or material provided under this Contract becomes due and payable on, or before, the effective date of termination. In the event of pre-payment of services not performed or materials not provided after the effective date of termination, Contractor will issue a refund to Customer on, or before, the effective date of termination. In addition, if Customer has entered into this Contract as an agent of the Property owner, and Customer's agreement with the Property owner is terminated, this Contract will automatically terminate without notice, effective the date of such termination by the Property Owner.

7. Default and Remedies: A default will occur if Customer fails to make payment when due under the Contract. In the event of such default, Contractor may, at its option: (a) terminate the Contract, without further notice to Customer and without waiving any right it may have to recover payment of the money due from Customer; or (b) halt services under the Contract until such payment is made to Contractor. Customer agrees and understands that he/she/it will be responsible for all costs of collecting payment due, including reasonable attorneys' fees and costs.

If Contractor fails to perform services as required under this Contract, defaults under the Contract, or is grossly negligent, Customer must send written notice of same to Contractor at the address for Contractor stated above. In the event of such default, Customer may: (a) demand strict performance of the Contract; (b) terminate the Contract. If Customer reasonably believes that Contractor's performance is not satisfactory, customer may also terminate the Contract upon written notice to Contractor explaining the reason for such termination.

8. Payment: The prices, specifications, and conditions are satisfactory and are hereby accepted by Customer. Contractor is authorized to do the work as specified. The rate schedule for this Contract is outlined below and all work will be performed and paid for according to these rates. All accounts are to be due and paid in full net ten (10) days after receipt of an invoice from Contractor. Customer agrees that thirty (30) day past due accounts will be charged interest at 1.5% per month (18% per year). Contractor may decline to perform services if accounts are over twenty days (20) past due following Customer's receipt of invoices for services rendered. Customer will be responsible for a \$45.00 returned check fee for any check returned unpaid for any reason.

9. Attorneys Fees and Venue: In the event either party to this Contract commences an action to enforce the terms of the Contract, the prevailing party to such action is entitled to recover its attorneys' fees and court costs. The parties agree that venue for any such legal action shall be the District Court for the City and County of Denver, State of Colorado.

10. Miscellaneous:

10.1 Contractor reserves the right not to proceed with services outlined under this Contract, and the contract may be deemed null and void by Contractor notwithstanding execution of the Contract by Customer, if the Contract is not executed by Customer within 30 days from the date the Contract is sent to Customer.

10.2 This Contract and attachments hereto supersedes any and all other agreements between the parties, oral or written, regarding snow removal services.

10.3 By signing below, each party acknowledges they have read and understand the Contract and that no representation, inducement, promise, or agreement, oral or otherwise, has been made by any party which is not embodied herein. This Contract shall be construed objectively in light of its overall purpose, which is to provide the described services herein for compensation. Neither the source nor the authorship of this Contract shall cause any other bias or presumption in the construction or interpretation of this Contract. Any changes to the terms of this Contract are not binding unless in writing, signed by each of the parties.

10.4 This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract.

10.5 Customer may not assign this Contract without first obtaining Contractor's written approval to do so. Such approval will not be unreasonably withheld by Contractor.

10.6 The parties hereto agree that a facsimile signature may substitute for and have the same legal effect as the original signature.

10.7 This Contract shall be construed in accordance with the laws of the State of Colorado.

CONTRACTOR: Landtech Contractors, LLC

BY: _____
Date

CUSTOMER:

BY: _____
Its: _____ Date



Article A: HOURLY RATES 2023-2024

Rates include operator and have a one (1) hour minimum charge.
 Drive time is charged one direction.

Light Equipment

4x4 Truck with Plow	\$127.00 per hour
Ice Slicer Spreader	\$145.00 per hour
Skid Steer Loader with Push Box/Plow	\$156.00 per hour
ATV w/Plow, SnowRator w/Spreader, UTV w/Plow and Spreader	\$102.00 per hour

Heavy Equipment

Loader/Backhoe with 1-yard Push box or plow	\$225.00 per hour
Loader/Backhoe with 3-yard Push box or plow	\$284.00 per hour

Labor

Hand Shovel/Spread Ice Melt	\$64.00 per man, per hour
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Material

Standard Ice Melt	\$1.00 per pound
Environmentally Friendly Ice Melt	\$1.42 per pound
Ice Slicer (Granulated Magnesium Chloride)	\$283.00 per ton

Other

Snow Pile Relocation/Haul Off	\$172.00 per hour
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Article B: Snow Removal Requirements

Property Name:	Gold Hill Mesa Metropolitan District	
Property Address:		
Property Contact:		
Contact E-mail:		
Contact Phone #:		
At what accumulation is clearing walkways and doorways required?	YES NO	Trace 1" 2" <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (Mark one)
Is the ice melt application needed for walkways?	YES NO	Standard <input type="checkbox"/> Environmentally Friendly <input type="checkbox"/> (Mark one)
At what accumulation are plow services for parking lots, entry & driveways, loading docks, etc. required?	YES NO	Trace 1" 2" <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (Mark one)
Is Ice Slicer (Granulated Magnesium Chloride) application required for entry and driveways, drive lanes, loading docks?	YES NO	
Are there specific areas that snow is to be piled? Is there a site plan or map available? If so, please attach it.		
Are there restricted areas on your site that require snow services? How can we arrange to access these areas?		
<p>Snow Monitoring Service: This service will provide the client with a property check to monitor snow accumulation. This service will be offered when the snow has been forecast and will potentially meet the client's contractual trigger point. Service will be offered at an hourly rate of \$65.00 per man-hour and material (1 hr. min. charge per visit) Services must be requested at the time contract execution.</p> <p>Initials _____</p>		
Special Instructions:		



Imagine. Build. Maintain.

SNOW & ICE MANAGEMENT AGREEMENT

Timberline Landscaping, LLC
8110 Opportunity View
Colorado Springs, CO 80939
719.638.1000

Date: September 29, 2023

RE: Snow and Ice Management:

THIS AGREEMENT is effective between November 1, 2023 through May 31st, 2024 by and between Timberline Landscaping LLC (hereinafter called TIMBERLINE) and Gold Hill Mesa Metropolitan District #2 (hereinafter called OWNER). TIMBERLINE agrees to perform all work set forth herein for Gold Hill Mesa Metropolitan District #2, 142 S. Raven Mine Dr STE 200, Colorado Springs, CO 80905 (hereinafter called Property).

TIMBERLINE and OWNER, in consideration of the mutual covenants hereinafter set forth, agree that TIMBERLINE shall perform the work described in the Snow Moving Parameters attached hereto as Exhibit A and incorporated herein by reference under the following terms and conditions:

- OWNER shall provide maps to TIMBERLINE identifying the areas to be plowed and the areas to adequately stockpile snow.
- OWNER shall provide TIMBERLINE in writing the location, requested items and the scope of work for the OWNER'S Property. Every effort will be made to satisfy OWNER'S request; however, TIMBERLINE makes no guarantees, express or implied, that OWNER'S request will be satisfied. OWNER acknowledges, understands, and agrees that it is impracticable to guarantee a stated level of performance for snow and ice management. Response time may be affected by events beyond TIMBERLINE'S reasonable control (i.e. government emergency, snow removal, equipment failure, unusually severe weather conditions, etc.). OWNER acknowledges that response time will be affected by TIMBERLINE's ability to travel to the OWNER'S property, and that TIMBERLINE may be delayed or even prevented from reaching the property. OWNER also acknowledges that the rate of snowfall and wind conditions dramatically affect snow and ice management operations. Accordingly, the OWNER agrees that TIMBERLINE shall not be held to any specific level of performance, other than that it shall make a reasonable, good faith effort to complete the specified work.
- The OWNER understands and acknowledges that if snow and ice management for walkways and steps is included in this Agreement, crews may not work safely in blizzard or blizzard like conditions, or if temperatures and/or wind conditions combined make the wind chill factor below

Timberline Landscaping, Inc. Confidentiality Notice: This contract, including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

ID#:

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O:_____ T:_____

20 Degrees Fahrenheit. The OWNER understands that TIMBERLINE reserves the right to have its crews cease working in such conditions so as not to force unsafe working conditions upon its employees.

- Because of the probability of damage to real or personal property during snow and ice management, TIMBERLINE is not liable for damages to real or personal property except in the case of its gross negligence as defined herein. Gross negligence is defined as plowing through clearly marked curbed islands, plowing into landscaped areas, and/or damage to buildings and/or other structures. It is mandatory that TIMBERLINE mark all islands, curb lines, and landscape areas at the OWNER'S expense (see Exhibit B for pricing). If the snowfall is greater than the height of the marker, TIMBERLINE is not responsible for any damage. TIMBERLINE is not responsible for any damage to curb pans. TIMBERLINE is not responsible for sand and/or deicer materials that may cause damage to sod, trees, shrubs, metal surfaces, and/or asphalt/concrete surfaces. TIMBERLINE is not responsible for damage to sod, trees, or shrubs due to piling of snow in landscaped areas where lack of adequate storage space and/or excessive snow amounts limiting snow storage areas exist. TIMBERLINE shall be liable for any personal injury only if such injury is caused by a TIMBERLINE vehicle hitting a person, another vehicle or building that causes such injury. In no event shall TIMBERLINE be liable for any personal injury arising from a person or other vehicle slipping or skidding on snow or ice. All damage claims must be made in writing describing in reasonable detail the alleged damage within 72 hours from the time of incident or they shall be irrevocably waived.
- TIMBERLINE shall be solely responsible for the means, methods, techniques, and sequences of completing its work under this Agreement and OWNER shall not direct, in any way, TIMBERLINE'S crews. OWNER acknowledges that TIMBERLINE may engage subcontractors to complete certain aspects of the work. All communication between OWNER and TIMBERLINE shall be between OWNER'S office and TIMBERLINE'S office.
- TIMBERLINE will deice as specified in this Agreement and as set forth in Exhibit A. If additional deicing is needed after the 48-hour period following a storm's end, it is the OWNER'S responsibility to request such additional work. This could be a result of freeze/thaw or blowing wind. TIMBERLINE cannot be held responsible for these types of events occurring. Slip-fall hazards are always a possibility during these types of conditions. TIMBERLINE will not be responsible for damage to concrete, landscape, or any other environment, caused by deicing materials.
- TIMBERLINE'S responsibility for snow and ice abatement ends 48-hours after snow fall ends. TIMBERLINE shall always be notified if additional snow-work of any kind is required after the 48-hours has passed by the OWNER or OWNER'S representative.
- Except as provided above with respect to any gross negligence by TIMBERLINE, OWNER agrees to indemnify, defend and hold TIMBERLINE and its directors, officers, shareholders, employees, agents, successors and subcontractors harmless from and against any and all claims or demands arising out of or related, in any way, to the services performed or to be performed pursuant to this Agreement. This indemnity obligation shall exist without regard of whether any claim is made by OWNER of the property served under this Agreement or any third party and includes reimbursement to TIMBERLINE of all costs and expenses, including reasonable attorney's fees. At no time will TIMBERLINE be liable for personal injury or property damage caused by changing

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winter weather conditions before, during or after the snow removal, de-icing, or anti-icing has been completed.

- OWNER agrees to pay TIMBERLINE the rates set forth in Exhibit B attached hereto and incorporated herein by reference for the work specified in Exhibit A. Invoices shall be issued on a per event basis. Each invoice will be paid upon receipt and payment shall be overdue and delinquent thirty (30) days from the date thereof. Interest shall accrue on past due amounts at the rate of 18% per annum. If at any time TIMBERLINE, in its sole discretion, determines that the financial responsibility of the OWNER is unsatisfactory, it reserves the right to require payment in advance or satisfactory guarantees that invoices will be paid when due. OWNER shall pay TIMBERLINE all costs of collection, including reasonable attorney's fees.
- TIMBERLINE may terminate this Agreement at any time upon five (5) work day's after written notice has been delivered to OWNER for non-payment and may terminate at any time upon ten (10) workdays after written notice has been delivered for any other reason. OWNER'S indemnity obligations shall survive the termination of this Agreement. OWNER may terminate this Agreement upon ten (10) workday's written notice to TIMBERLINE in the event TIMBERLINE fails to cure or takes reasonable steps to cure any defaults under this Agreement within five (5) workdays of TIMBERLINE'S receipt of written notice from OWNER specifying the alleged defaults. If defaults by either party are remedied the termination notice is no longer valid and will be rescinded.
- In the event OWNER is in default under any other agreement executed between TIMBERLINE and OWNER relating to TIMBERLINE providing services to OWNER, TIMBERLINE may, in its sole discretion, without any liability whatsoever declare this Agreement to be in default, immediately cease all work under this Agreement and any other agreements until such default has been cured, and/or terminate this Agreement upon five (5) work days written notice to OWNER.
- TIMBERLINE shall not be liable for damages and OWNER shall not have the right to terminate this Agreement for any delay or default in TIMBERLINE performing hereunder if such delay or default is caused by conditions beyond TIMBERLINE'S control including, but not limited to: acts of God, unusually severe weather, adverse government actions or restrictions, acts or omissions of the OWNER, changes in the work by the OWNER, labor disputes, transportation delays not reasonably foreseeable, unavoidable accidents or circumstances, and concealed or unknown conditions.
- TIMBERLINE will, always during the term of this Agreement, keep and maintain in full force and effect the following policies of insurance:
 - Workman's Compensation Claim and Employer's Liability – Statutory limits
Employer's Liability – Each Employee \$100,000.00
Disease – Each Employee \$100,000.00, Disease Policy Limit \$500,000.00
 - **Automobile Liability - \$1,000,000.00 – occurrence/aggregate; and**
 - Commercial General Liability - \$1,000,000.00 per occurrence, \$2,000,000.00 aggregateCertificate of insurance shall be provided to OWNER upon request.
- **Any applicable taxes on materials are not included in the rates set forth in Exhibit B unless specifically stated herein.**

Timberline Landscaping, Inc. Confidentiality Notice: This contract, including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

ID#:

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O:_____ T:_____

- This Agreement shall apply to all snow and ice management services performed between the effective dates listed above.
- Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be transferred or assigned (by operation of law or otherwise) by OWNER without the prior written consent of TIMBERLINE, which may be withheld in TIMBERLINE's sole discretion
- Exclusive venue for any action arising out of or related to this Agreement shall be in El Paso County, Colorado. This agreement shall be constructed in accord with the laws of the State of Colorado.
- This Agreement contains the entire agreement between the parties related to the subject matter herein and supersedes all previous oral agreements or statements in writing with respect thereto. There are no other understandings or agreements, verbal or otherwise in relation thereto, between the parties except as stated herein.
- This Agreement may not be amended, supplemented, or modified except by an instrument in writing signed by both TIMBERLINE and OWNER.
- If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.
- Whenever any provision of this Agreement requires the giving of written notice, the written notice shall be delivered to TIMBERLINE and OWNER at the addresses below and shall be effective on the date of receipt or refusal. All notices necessary or required under this Agreement shall be in writing and shall be personally delivered, sent by overnight delivery service, or mailed by certified mail, postage prepaid and return receipt requested, as follows:

If to TIMBERLINE: Timberline Landscaping LLC

8110 Opportunity View
 Colorado Springs, CO 80939
 Phone: (719)638-1000

If to OWNER:

NO SNOW AND ICE MANAGEMENT WILL BE PERFORMED UNLESS THIS AGREEMENT IS SIGNED, ITS PAGES ARE INITIALED, AND EXHIBITS A AND B ARE INITIALED AND RETURNED TO TIMBERLINE.

Acceptance: The work identified in Exhibit A, Snow and Ice Management Parameters, the rates set forth in Exhibit B, and the terms and conditions set forth herein are satisfactory and are hereby accepted. TIMBERLINE is authorized to do the work as specified. Payment will be made as outlined above. This proposal expires automatically thirty (30) days from the date it is received if it is not accepted within that time. The person executing this Agreement represents and warrants that they are the OWNER of the

Timberline Landscaping, Inc. Confidentiality Notice: This contract, including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

Property on which the work is to be done, or that they are the authorized representative of the OWNER of the Property on which the work is to be done, that they have the authority to enter into this Agreement, and that permission and authority is hereby granted to TIMBERLINE to perform such work on those premises. This document becomes part of the contract whether it is signed or not if you choose to use your own contracts. By accepting our services this document is binding.

The persons executing this Agreement on behalf of each party hereto acknowledge that they have been authorized to do so.

TIMBERLINE:	Timberline Landscaping LLC	OWNER:	
Name:	Tom Cassidy	Name:	_____
Title:	Account Manager	Title:	_____
Signature:	_____	Signature:	_____
Date:	_____	Date:	_____

CONTACT INFORMATION – Please list the people that will be responsible for making decisions regarding this Agreement. This information will be shared with the assigned manager in the event they have questions during a snowstorm.

	<u>Primary Contact:</u>	<u>Secondary Contact:</u>
Name:	_____	_____
Title/Position:	_____	_____
Home Phone:	_____	_____
Office Phone:	_____	_____
Cell Phone:	_____	_____
Email:	_____	_____

Note(s):



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EXHIBIT A – SNOW & ICE MANAGEMENT PARAMETERS

Subject to the terms of the Agreement, TIMBERLINE shall perform the following specified work:

PLOWING & DEICING

Items 1 through 5 below, if checked Included, will periodically be plowed during snowstorms after ____ (____) inches or more of snow has accumulated. These areas will be plowed providing access to the Property. As snow diminishes or stops, these areas will be plowed to their full length and width to the extent reasonably possible.

	<u>Plowing</u>	<u>Deicing</u>
1. All accessible roadways, entrances and exits.	_____	_____
2. All accessible parking lot lanes.	_____	_____
3. All accessible loading docks.	_____	_____
4. All accessible parking lots or spaces.	_____	_____
5. Other areas / Specify:	_____	_____

* Pile locations indicated on map are approximate and if they are not available, snow will be piled in the parking lot and hauled off when storm ends.

SHOVELING/DEICING

Items 1 through 5 below, if checked Included, will periodically be cleared during snowstorms after ____ (____) inches or more of snow has accumulated. These areas will be cleared providing access to the Property. As snow diminishes or stops, these areas will be plowed to their full length and width to the extent reasonably possible.

	<u>Shoveling</u>	<u>Deicing</u>
1. Main walkways and steps, private and common.	_____	_____
2. Secondary walkways and steps.	_____	_____
3. City walkways and steps within <u>24 hours after snowstorm.</u>	_____	_____
4. Follow up & cleanup of excess deicing materials.	_____	_____
5. Other areas / Specify:	_____ <input type="checkbox"/>	_____ <input type="checkbox"/>

ANTI-ICING/DEICING APPLICATIONS

	<u>Approved for Use</u>	<u>Not Approved for Use</u>
<u>Anti-Icing/Deicing Material</u>	_____	_____

If ANTI-ICING and DEICING are not approved owner/manager accepts all liability for slip/fall accidents. TIMBERLINE highly recommends that applications of Anti-Icing and Deicing Material be applied to all walkways, steps, parking lots, loading docks, and drive lanes to reduce the risk of injury and provide safe access to the Property. If approved, materials used will be selected based on their effectiveness for the location and weather conditions. Materials will vary from storm to storm. The following materials may be used:

- “New Wave” Sodium Chloride Salt Brine
- Ice Slicer/Rapid Thaw (Granular)
- Ice Melt (Bags)
- Sand/Salt

Materials chosen will be selected based on their effectiveness for the location, weather conditions, and/or client preferences. Locations for application should be discussed and planned with your TIMBERLINE snow manager prior to start of snow season.

Anti-Icing: A **proactive** snow and ice control practice where a concrete or pavement surface is treated before a bond can form between frost, snow or ice and the pavement surface.

Deicing: A **reactive** snow and ice control strategy of applying a freeze point depressant on top of snow or ice during or after a storm to break an ice/sidewalk or pavement bond that has already formed.

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EXHIBIT B – PRICING 2023-2024

Truck Plows

Truck w/plow	\$155.00/hour
Dump Truck w/plow.....	\$245.00/hour

Equipment

Price Includes attachments

Skid-loader w/ 100" Bucket	\$205.00/hour
Skid-loader w/Blower.....	\$280.00/hour
Backhoe type tractor	\$235.00/hour
Loader (3 to 4yds)	\$285.00/hour
Loader (4 to 5yds)	\$435.00/hour
Snow Haul Off.....	\$245.00/hour
Unimog.....	\$490.00/hour

Hand Crew Equipment

Hand shoveled, staking and/or deicer.....	\$75.00/hour
Small Sidewalk Equipment.....	\$110.00/hour
Large Sidewalk Equipment.....	\$190.00/hour

Anti-Icing/Deicing/Sander Trucks (minimum of ½ hour for all deicing/sanding trucks)

Anti-Icing/Deicing/Preventing Sidewalk Machines (4' or less).....	\$110.00/hour
Truck w/ deicer or sander equipment.....	\$235.00/hour

Material (Labor and equipment excluded from all material prices listed.)

"New Wave" Salt Brine – 23% Salt (liquid).....	\$3.00 per gallon
Ice slicer/rapid thaw (granular).....	\$285.00 per ton
Ice melt (bagged mag flakes)	\$42.00 Per 50# bag
Curb and Obstacle Staking (labor to install charged at hand crew rate)	\$4.25 per stake

Per hour contracts will be charged traveling time from port to port. For each person or piece of equipment with an operator, there will be a minimum charge of two hours per man with equipment. Fuel Surcharge: If fuel prices exceed \$5.50 per gallon on a blended basis, a fuel charge of 2.5% will be added. As a result of shortages, if material costs exceed more than 20% of quoted vendor price and/or cost at the beginning of the season, material prices will be adjusted to reflect such increases.

Timberline Landscaping, Inc. Confidentiality Notice: This contract, including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

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Landscape Proposal Summary

Company	Fixed Monthly	T&M Cost
Bright View	\$10,969/ month	
	\$131,628/ year	

Landscape Endeavors, Inc.	\$31,503.34/ month	
	\$378,040/ year	

Labor Rate(s): Hourly Time

General Labor Rate -	\$ 55.00 Per Hour
Foreman Rate -	\$65.00 per Hour
Irrigation Technician	\$ 70.00 Per Hour
o Irrigation Helper	\$55.00 per Hour
o Backflow Certification	\$ 125.00 Per Device
o Trip Charge	\$ 108.00 Per Visit
Maintenance Supervisor	\$ 80.00 Per Hour
Emergency Call (2 hour minimum)	\$140.00 per hour
Pet Station Maintenance	\$15.00 per station
Wrapping Backflow Preventer	\$85.00 per device
<p>o Please Note: These rates are for blowing, lawn sprinkler, mowing, trimming, weeding, and/ or general clean up. Additional rates for equipment, dumping and fees are listed below without labor.</p>	
Truck w/ Trailer/ Tank(s)	\$ 70.00 Per Hour
Dump Trailer w/ Fee(s)	\$ 85.00 Per Load
Mowers (Stand on or Walk Behind)	\$20.00 per Unit per Hour
Chainsaw, trimmer, edger, blower	\$10.00 per Unit per Hour
Chemical Spraying (material)	\$ 2.47 per gallon
Winter Watering (Truck and Water Buffalo)	\$40.00 per hour

Timberline Landscaping	\$21,206.18/ month	
	\$254,474.14/ year	

Rates: _____

Irrigation Technician: \$100.00 per hour (1 hour minimum)

General Labor: \$70.00 per hour (1 hour minimum)
Materials: Based upon current pricing

After Hours Rates: _____

Monday – Friday from 7:00pm – 7:00am

All day Saturday, Sunday and/or holidays

Irrigation Technician: \$125.00 per hour (1 hour minimum)

Weisburg Landscape Maintenance

\$8,950.00/ month
\$107,400/ year

Special Rates	Cost
Construction Labor	\$65.00/hr + equipment
Irrigation Tech	\$70.00 per hour
Certified Irrigation Tech	\$80.00 per hour
Irrigation Electrical/Valve Troubleshooting (includes diagnostic tools)	\$95.00 per hour
Snow Plowing	\$130 per hour
Snow Shoveling / Apply Ice Melt	\$65 per hour
ATV or Walk Behind Unit for Sidewalk Plowing:	\$95 per hour
Snow Blower:	\$80 per hour
Laying Salting Chemicals with Truck Sander	\$100 per hour
Granular Magnesium Chloride Flake Material:	\$.85 per pound
Ice Slicer Granular Material	\$235 per ton
Ventrac Tractor Broom/Snow Blower	\$190 per hour
½ Yard Front End Loader	\$125 per hour
1 Yard Front End Loader	\$165 per hour
3 Yard Front End Loader	\$300/hr plus \$75 mobilization
Dump Truck to Haul Away Snow	\$175 per hour
Staking and Maintenance	\$3 per stake plus \$55.00 per man hour for installation & removal
Winter Watering – 1 person w/ watering rig	\$100 per hour

Labor Rates	Cost
General Laborer	\$55/hr
Supervisor	\$85/hr
Emergency Calls	\$80/hr (2 hr min)

Robertson's Landscaping

\$21,169/ month
\$254,028/ year

Description of Additional Service	Per Hour
Snow Plow Truck	\$ 120.00
Snow Loader 48" Blade	\$ 115.00
Sanding Truck (plus materials)	\$ 110.00
Ice Slicer Per Ton	\$ 240.00
Street Clean Up (After The Storm)	\$ 50.00
Snow Shoveling Labor	\$ 58.00
Ice Melt Install	\$ 58.00
Ice Melt (Mag Chloride) Per Pound	\$ 0.69
Skid W/ Pusher 72"	\$ 130.00
Skid W/8-10' Pusher	\$ 160.00
Winter Watering Service (plus gals. Water)	\$ 51.00
Metered Water (per gallon)	\$ 0.04
Turn or Replace Mulch Labor	\$ 50.00
New Mulch Per sqft	\$ 1.59
Tree Trimming Above 12" (plus dump fee)	\$ 54.00
Sprinkler Tech per hour	\$ 65.00
Truck Charge 1st Hr. Only	\$ 20.00
Lighting Checks (plus material)	\$ 52.00
Christmas Lights (Please Call The Office)	\$ -
Bucket Truck Work	\$ 110.00

LANDSCAPE SERVICES AGREEMENT

Date: August 25, 2023

BrightView: BrightView Landscape Services, Inc.

Client: Gold Hill Mesa Metro District

Contract Start Date: January 1, 2024

Contract End Date: December 31, 2024

Service Fee*: \$132,921

*Plus sales tax where applicable

THIS LANDSCAPE SERVICES AGREEMENT (the "Agreement") is entered into as of the Date above between BrightView and Client. If Client is not the record owner of each property where BrightView will deliver goods or perform services under this Agreement, then Client is executing this Agreement on its own behalf and as a duly authorized agent for the record owner(s) of each property.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

1. Services.

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (as defined in Section 2. Term), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
- (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel and BrightView shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations. Other materials shall be applied in accordance with the manufacturer's directions.

2. **Term.** The "Initial Term" of this Agreement shall begin on the Contract Start Date and conclude on the Contract End Date. Thereafter, this Agreement shall renew automatically for successive one-year periods (each, a "Renewal Term") on each anniversary of the Contract Start Date of the Initial Term (each, an "Anniversary Date"), unless either party gives written notice to the other party of its intent not to renew at

least 90 days prior to the next Anniversary Date. The Initial Term, together with any Renewal Term, comprises the "Term".

3. **Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").
4. **Insurance.** During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.
5. **Cooperation.**
 - (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
 - (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
 - (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the

effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

6. Service Fee.

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView the Service Fee subject to adjustments as described below. Client shall pay the Service Fee to BrightView through monthly payments. The Service Fee shall be payable in 12 equal monthly installments, beginning in the month of January (the "Monthly Installment Plan"). Monthly invoices will be dated the 1st of each month, and payments are due within thirty (30) days of the invoice date.
- (b) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) or (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (c) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such increase.
- (d) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of this Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the BrightView had the terminated Agreement continued uninterrupted until the end of its then current term.
- (e) Unless specified otherwise hereunder, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for

the immediately preceding 12 months by the greater of (i) 5% or (ii) the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year. "Consumer Price Index" and "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.

- (f) In the event that, during the performance of Services, the cost of materials or fuel (collectively, "Variable Costs") required by BrightView to perform the Services increases by more than twenty percent (20%) over the Variable Costs on the Contract Start Date, the Service Fee shall be increased by an amount equal to the increase in the Variable Costs.
- (g) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

7. Termination.

- (a) Either BrightView or Client may terminate this Agreement without cause upon 90 day's prior written notice to the other party. If Client terminates this Agreement without cause prior to end of the then current term, Client will, within fifteen (15) days of the Termination Date, pay BrightView (i) all amounts owed to date for Services performed; (ii) reimbursement of any partner incentives such as, but not limited to, Enhancement Credits; discounts, rebates, etc. and (iii) to compensate BrightView for having to allocate employees and resources to the Landscapes Sites, an amount equal to what BrightView would have earned if this Agreement remained in effect through the end of the then current term (as calculated in accordance with Section 6(a)).
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Client's responsibility and/or (ii) immediately terminate this Agreement upon written notice to Client. Furthermore, and without limiting any of the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due

under this Agreement, BrightView may also elect, in its sole discretion, to suspend Services for any other Agreement between Client and BrightView. In addition to the foregoing, any BrightView affiliate may also suspend Services for any other Agreement between Client and BrightView affiliate.

- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

8. General Provisions.

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety, including as it relates to BrightView's use of chemicals during Service, (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.
- (b) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000 for each such employee.
- (c) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the State of Colorado will govern this Agreement, except with regard to its conflicts of laws

doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.

- (d) Unless otherwise specifically set forth in the Scope of Landscape Services or a Work Order, BrightView is not providing design or landscape architecture services under this Agreement and it is the Client's sole responsibility to ensure that (i) the directions provided to BrightView for Services are in compliance with all applicable laws, ordinances, rules, regulations, and orders and (ii) the height and location of the hedges, foliage, and/or other plant matter on the Landscape Sites do not obstruct a person's line of sight of proximate roadways, private or public.
- (e) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.
- (f) This Agreement, together with attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (g) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (h) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (i) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further,

BrightView shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.

(j) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one

of the Parties, or other delays or failure of performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

(k) Unless otherwise expressly provided in a provision that cross-references this Section 8(k), in the event of any conflict or inconsistency between this Agreement, any SOW and/or any exhibit to this Agreement or any SOW, the order of precedence will be: this Agreement, an exhibit to this Agreement, an SOW and an exhibit to that SOW.

Notices. Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

If to BrightView:

Attn: Keith Jucksch
Address: 7357 Cole View
Colorado Springs, CO, 80915

With a copy to:

Attn: Office of the General Counsel
980 Jolly Road, Suite 300
Blue Bell, PA 19422

If to Client:

Attn: Rebecca Hardekoof
Address: 614 N. Tejon St.
Colorado Springs, CO 80903

BrightView and Client agree to all of the terms and conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.

BRIGHTVIEW (as defined in the preamble)

CLIENT

By: _____

By: _____

Name: Aaron Lott

Name: Gold Hill Metropolitan District No. 1

Title: Director of Finance

Title: _____

Date: _____

Date: _____

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at www.brightviewconcerns.com; or Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330. Thank you for your confidence in partnering with BrightView.

This Statement of Work ("SOW") is incorporated into the Agreement by this reference. In the event multiple SOWs or Work Orders are attached to the Agreement as provided herein, each such SOW or Work Order shall be mutually exclusive of each other.

Landscape Site Name:*	Gold Hill Mesa Metro District	Landscape Site Location:	142 South Raven Mine Dr Colorado Springs, CO 80905
Client Business Name:	Gold Hill Mesa Metro District	Client Contact Name:	Rebecca Hardekoof
Client Contact Telephone:	719-266-3189 Direct 719-447-1777 Office	Client Contact Email:	Rebecca.h@wsdistricts.co
Billing Business Name:	Gold Hill Mesa Metro District	Billing Contact Name:	Susan Gonzales
Billing Contact Telephone:	719-359-4524	Billing Contact Address:	614 N. Tejon St.
Billing Email:	Sue.G@wsdistricts.co		
BrightView Contact Name:	Jonathan Oltman	BrightView Contact Telephone:	719-217-1869

BrightView shall email all invoices to the Billing Email above. Client is responsible to notify BrightView immediately regarding any change to the Billing Email. Client shall pay all invoices within the payment terms in Section 6(a) of the Agreement.

Scope of Landscape Services

Description of Services (attach diagrams if necessary):

Service	Frequency
Mow, Trim, Blow	26
Edge Curbs and Walks	7
Litter Pick Up (Summer & Winter Months)	52
Plant Bed Pre-Emergent	1
Manual Weed Control-Landscaped Beds	26
Mulch Flipping	1
Chemical weed control-Landscaped beds, sidewalks, & curb/gutter	26
Fertilization-Irrigated turf areas	3
Annual Flower Install, maintenance, & removal (Spring)	1
Aeration	1
Shrub pruning	2
Spring Cleanup	1
Fall Cleanup-Landscaped areas (includes cutting back perennial flowers)	2
Irrigation Checks (check drip lines, flowers, and turf areas)	26

“Service Specifications for Contract Landscape Management.”

I. Scope of Work:

Contractor shall furnish all supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

II. **Turf Care:**

A. **Mowing:** *Included Frequencies: 26*

Turf areas shall be mowed more frequently during the active growing season and as needed during other seasons. Frequencies of mowing shall vary in the Spring and Fall due to seasonal weather conditions and turf growth rates. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season.

Clippings shall be mulched and not caught or removed from turf areas unless they are lying in swaths which may damage the lawn.

B. **String Trimming:** *Included Frequencies 26*

A. Vertical obstacles will be trimmed around to assure a neat and attractive appearance at the time of each mowing.

C. **Edging:** *Included Frequencies :13*

All turf areas adjacent to sidewalks shall be edged.

D. **Blowing:** *Included Frequencies: 26*

Sidewalk and curb areas adjacent to landscaped areas will be blown and kept clean with the use of power-operated blowers at the time of each mowing. This does not include the blowing of car ports and/or parking lots.

E. **Aeration:** *Included Frequencies: 1*

Core aeration will be performed with walk behind and/or a tow behind aerator. Aeration plugs shall be left and not caught or removed from the turf areas.

F. **Fertilization:** *Included Frequencies: 4*

Turf shall be fertilized as warranted with a commercial fertilizer to promote a healthy appearance.

G. **Post Emergent Broadleaf Weed Control:** *Included Frequencies: 3*

Turf shall be kept reasonably free of weeds by the use of chemical herbicide to promote a healthy appearance.

III. **Shrubs, Bed Areas, & Flower Pots:**

B. **Pruning:**

a. **Shrub Pruning:** *Included Frequencies: 2*

Shrubs shall be pruned to maintain the natural form of the plant and to maintain growth within space limitations, timing of pruning may vary from plant species. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill. Industry standard pruning practices do not include hand pruning or shearing of plants into boxes, squares, balls, etc., unless required by the design.

b. Ornamental grasses will be cut one time per year, typically in late winter, to approximately ¼ of the existing height.

c. Perennial cut back will be done one time per year, typically in the fall. Perennial dead heading will be done as necessary throughout the growing season.

C. **Weed Control:** *Included Frequencies: 26*

Beds, sidewalks and curb/gutter will be kept reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or post-emergent/contact herbicides, or with manual removal (hand-pulling).

IV. **Tree Care:**

A. **Limbing:** *Included Frequencies: 1*

Pruning of all applicable trees to 8-10" height will be accomplished via a separate work order.

B. Volunteer suckers and shooters on trees will be removed to maintain a clean appearance.

- C. Tree rings will be chemically treated to control weeds and grass adjacent to tree trunks to establish a safe buffer to protect trees.

V. **Native Areas:**

A. Native / Alternate Turf Mowing: 3

Designated areas shown as purple on the attached map will be mowed to a height of 3"-5".

B. Fertilization: Included Frequencies: N/A

Native / Alternate Turf shall be fertilized as warranted with a commercial fertilizer to promote a healthy appearance

C. Post Emergent Broadleaf Weed Control: Included Frequencies: NA

Native / Alternate Turf shall be kept reasonably free of weeds by the use of chemical herbicide to promote a healthy appearance.

VI. **Irrigation System:**

A. Activation: Included Frequencies: 1

Seasonal activation of the irrigation system will be performed in the spring as weather conditions dictate. Contractor will be responsible for determining when to activate the system. At the time of activation, all necessary repairs will be performed to bring the system up to operating condition. Repairs will be performed and billed on a time and material or not to exceed basis as outlined in Exhibit B at the expense of the Owner/Client.

B. Monitoring: Included Frequencies: 24

Monitoring of the system will occur throughout the growing season. Programming may be periodically adjusted according to weather conditions, seasonal changes, and the needs of the landscape. In the event any malfunctions are found, repair will be performed and billed on a time and material or not to exceed basis at the expense of the Owner/Client. Damages caused by BrightView Landscape Services, Inc.. during the normal course of operations will be repaired by BrightView Landscape Services, Inc.. in a prompt manner at no expense to the Owner/Client.

During extended cold or rainy periods, landscape irrigation may be shut off. Occasional rainstorms or cold weather may not constitute an adequate reason for full system shut/down protection.

Unless indicated in Exhibit B, meter reading, usage tracking and reporting is not included but can be performed on a time and material basis if requested by Owner/Client

C. Deactivation / Winterization: Included Frequencies: 1

Seasonal deactivation and winterization of the irrigation system will be performed in the fall of each year, typically in October or November, depending upon weather conditions. The irrigation system will be drained of water and will have forced air injected into the lateral and pressure lines.

Exterior backflow wrapping or draining is not included but may be performed and billed at \$110 per device if weather warrants. Backflow wrapping or draining prevents freeze damage when the system is pressurized.

D. Emergency Service Calls:

Emergency service calls will be made upon request of the Owner/Client. Emergencies are rare and are usually related to main line breaks or faulty valves that may cause flooding. Emergencies are defined as after-hours calls between the hours of 5:00pm and 8:00am Monday-Friday, all day Saturday and Sunday, and recognized holidays. Emergency services will be performed upon request and billed on a time and material or not to exceed basis at the expense of the Owner/Client.

E. Irrigation Repairs:

Any repairs required to ensure irrigation system is fully operational and effective, will be performed as needed, at a cost of \$70 / hr + any needed materials. Contractor is pre-approved to perform repairs Not to Exceed \$1500 during any single occurrence. Repairs above \$500 will need to be authorized by client.

Any repairs resulting from Contractor operations, will be repaired at Contractor's expense and at no charge to the Client

VII. **Landscape Debris & Trash Cleanup:**

A. *Growing Season: Included Frequencies: 26*

All landscape areas shall be inspected on days of mowing service and excess landscape debris and trash removed. Unless otherwise indicated in Exhibit B, debris clean-up does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

B. *Dormant Season: Included Frequencies: 22*

All landscape areas shall be inspected and excess landscape debris and trash removed. Unless otherwise indicated in Exhibit B, debris clean-up does not include the cleanup of pet waste or pet stations, trash cans, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

C. *Pet Waste Station: Included Frequencies: 52*

All community pet waste stations to be checked and liners disposed of and replaced as needed. Pet Waste bags to be refilled by Contractor, with costs of bags to be paid for by Contractor. This excludes the policing of the grounds to remove pet waste from landscaped areas

VIII. **Spring Cleanup: Included Frequencies: 1**

Debris shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Debris shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of debris removal. Unless otherwise outlined in Exhibit B, debris cleanup does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

Fall Cleanup: Included Frequencies: 2

Typically in November, fallen leaves shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Leaves shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of leaf removal. Unless indicated in Exhibit B leaves that have not fallen from trees or shrubs during contract term are not within the scope of the contract. Leaf cleanup in October will be performed during regular scheduled mowing visits. Upon request, a price will be provided for additional services.

Unless otherwise outlined in Exhibit B, debris clean-up does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

XI. **Bio-Hazards:**

Contractor shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on the Owner/Client's property. This includes, but is not limited to, items such as hypodermic needles (Sharps/needles) will not be handled by the Contractor's employees at any time), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. Contractor shall only be obligated to report/communicate any observations of potential bio-hazards to the Owner/Client for their appropriate removal by others, unless previously arranged by the Owner/Client and Contractor.

ADDITIONAL SERVICES AVAILABLE

Beyond those services made a part of the base contract, BrightView Landscape Services, Inc. offers a number of additional landscape management services to help beautify, protect, and keep safe your landscape. These services include:

1. Tree Trimming
2. Plant Health Care
3. Irrigation Meter Reading, Usage Tracking and Reporting
4. Winter Watering
5. Landscape enhancement and beautification services, including design and construction, turf renovation, plant replacement, and irrigation repair and upgrade/installation

2024 - 12 Month Landscape Maintenance Contract

Date 9/14/2023

Customer Heather Smith | WSDM – District Managers | 614 N Tejon Street | Colorado Springs , CO 80903

Property Gold Hill Mesa Metro District | 142 S Raven Mine | Colorado Springs, CO 80905

I would like to **thank you** for considering Landtech to meet your specific needs. For over **thirty-five years** we have been dedicated to serving clients *just like you* by *creating and maintaining* the **most beautiful landscapes** in Denver, Colorado Springs, Loveland and surrounding areas. Our *modern fleet of equipment* and *best personnel in the industry* keep us highly recommended by our clients, and enable us to serve your specific needs and fulfill **all your landscaping desires**. Our full range services include: **Custom Enhancements, Innovative Construction, Skillful Maintenance, and Punctual Snow Removal.**

Fixed Payment Services

Description	Frequency
12 Month Landscape Maintenance Standard Package	
Weekly Service	26
Winter Service	20
Bed Pre Emergent	1
Turf/Broadleaf/PreEm	1
Turf/Broadleaf	2
Aeration	1
Irrigation Activation	1
Irrigation Check	20
Irrigation Winterization	1
Spring Clean up	1
Fall Clean up	2
Pruning	2
Native Mow	3
Native Weed Application	1
Annual Maintenance Price	\$131,628.00

Payment Schedule

Schedule	Price
January	\$10,969.00
February	\$10,969.00
March	\$10,969.00
April	\$10,969.00
May	\$10,969.00
June	\$10,969.00
July	\$10,969.00
August	\$10,969.00
September	\$10,969.00
October	\$10,969.00
November	\$10,969.00
December	\$10,969.00
	<hr/>
	\$131,628.00

By _____

Joseph Pobar

Date 9/14/2023

Landtech Contractors

By _____

Date _____

Gold Hill Mesa Metro District

Services

Weekly Service

Mowing

1. All turf areas shall be mowed at the specified frequencies noted on the attached proposal. The Contractor will determine mowing height. Frequency of mowing will vary in the spring and fall, due to seasonal weather conditions and growth rate of turf.
2. Grass catchers will be used only if there is a specific need and will be used at the discretion of the Contractor. Excessive clippings will be removed from turf.
3. Contractor reserves the right to leave areas un-mowed which he feels would be unsafe to mow due to, but not limited to, the following reasons:
 - a. Areas in use at the time of mowing by large groups of residents, children, etc.
 - b. Areas excessively wet due to rain or improper drainage not caused by the contractor.
 - c. Areas with large concentration of pet droppings.
 - d. Areas under construction.

Trimming

1. All turf areas inaccessible to mowing equipment will be trimmed as needed in conjunction with mowing operations to maintain a neat well-groomed appearance.
2. Where practical, Contractor may use an approved herbicide and/or growth regulator around fences, trees, and other obstacles that may be damaged by repeated use of string line trimmers.
3. After mowing operations are completed, all grass clippings will be blown and/or removed from walks, drives, patios, etc.

Edging

1. Edging of walks, swimming pool decks, etc. will be done at the frequency specified in the attached proposal, through the use of a steel blade edger.
2. Edging is limited to concrete areas, in order to avoid damage to irregular asphalt, flagstone, brick, wood walks and decks.
3. Concrete drainage pans/spillways will not be edged, unless otherwise specified in this contract.
4. Excessive debris resulting from edging shall be collected and removed.

Police Area

1. All landscape areas will be policed for loose trash in conjunction with mowing operations. Annual contracts will be policed for loose trash at the frequencies specified in the attached proposal.
2. Policing does not include the clean-up of drives and parking lots unless specified in this contract. The clean-up of debris due to vandalism, dumping, improperly contained dumpsters, acts of God, etc., will be an extra service to this contract.
3. Removal of pet droppings is not the responsibility of the Contractor unless otherwise specified. Tree, Shrub, and Bed Care

Bed Care

1. Rock bed areas will be inspected at the frequencies specified in the attached proposal for mulch depth and conditions. If additional materials are required, the Contracting Company will

- be notified and provided with an estimate to perform the work.
2. Rock bed areas will be kept substantially free of weeds by means of chemical control, or hand weeding at the frequencies specified in the attached proposal. Every effort will be made to control grasses and bindweed growing directly in shrubs and ground cover; however, control of these items is not always guaranteed.
 3. Flower planting and flowerbed care is not included as part of this contract unless specified in the attached proposal.

Tree and Shrub Care

1. Contractor will monitor, on a regular basis, the health of all plant materials and will provide recommendations and estimates to the Contracting Company for such items as: fertilization, insect, and disease control. Most treatment would be done on a curative basis; however Contractor may recommend from time to time to treat potential problems on a preventive basis. **Note:** Contractor reserves the right to hire a subcontractor to perform this service. Subcontractor shall be a licensed commercial applicator.
2. In order to prevent damage by mowers and trimmers to trees and shrubs planted in turf areas, the Contractor if included in the attached proposal will provide a grass-free area around all trees and shrubs. Contractor assumes no liability for damage to trees and shrubs not properly protected.

Winter Service

1. All landscape areas will be policed at the frequencies specified in the attached proposal for loose trash and debris in bed, and turf areas only.
2. The Contractor will visit the site at the frequencies specified in the attached proposal to inspect all landscape and plant material. Any problems will be brought to the attention of the Contracting Company.
3. Contractor will be available to the Contracting Company to aid and assist in the preparation and formulation of: plans, schedules, budgets, projections, etc., for the coming season.
4. Emergency after hour rates are billed at overtime rates and at a two hour minimum.

Bed Pre Emergent

1. Where needed, Contractor will recommend pre-emergent weed control if not included in the attached proposal. Pre-emergent weed control will be done at the expense of the Contracting Company, and only after approval is obtained.

Turf/Broadleaf/PreEm

1. Where needed, Contractor will recommend pre-emergent weed control if not included in the attached proposal. Pre-emergent weed control will be done at the expense of the Contracting Company, and only after approval is obtained. **Note:** Contractor reserves the right to hire a subcontractor to perform this task. Subcontractor shall be a licensed and insured commercial applicator.

Turf/Broadleaf

Turf Weed Control

1. All turf areas will be treated for the control of broadleaf weeds at the frequency specified in the attached proposal.
2. The Contractor will be responsible for weed control between the months of May 1st thru October 31st as needed. The Contractor is not responsible for excessive rains, which may wash treatment material away. The cost of all additional treatment is the responsibility of the Contracting Company. From May 1st thru October 31st broadleaf weed control in turf is handled on a curative basis, rather than a preventive basis.

Turf Fertilization

1. All turf areas will be fertilized at the frequency specified in the attached proposal. A quality, balanced fertilizer will be provided by Contractor.
2. Care will be taken to clean fertilizer off all sidewalks, patios, pool decks, etc., to minimize the possibility of iron stains, however, even with the utmost care some staining may still occur. **Note:** Contractor reserves the right to hire a subcontractor to perform this task. Subcontractor shall be a licensed and insured commercial applicator

Aeration

1. Aerations will be performed with a core aerator at the frequency specified in the attached proposal.

Irrigation Activation

1. Contractor shall activate the irrigation system once (1) in the spring if included in attached proposal. Activation usually occurs in April, depending on weather conditions. Contractor is not responsible for any freeze damage, which may occur after sprinkler activation.
2. Contracting company agrees to all repairs required for activation of the system up to a preapproved amount of one thousand dollars (\$1000). If the repair is more than one thousand dollars (\$1000) a proposal will be sent to contracting company prior to commencement of repair. All repairs required for activation are not part of this contract and will be billed on a time and material basis.
3. At the time of activation, all necessary repairs will be made to bring the system up to operating condition. These repairs will be billed on a time and material basis. Contracting Company will be informed of repair work being performed.

Irrigation Check

1. After system is activated and operating, Contractor will be responsible for checking the system at the frequencies specified in the attached proposal to insure proper operation during contract period.
2. In the event malfunctions are found during the regular check of the irrigation system, repairs will be made and billed on a time and material basis. Contracting company agrees to a preapproval amount of five hundred dollars (\$500) in repairs for each regular check, if the repairs total more than five hundred dollars (\$500) a proposal will be sent to contracting company prior to commencement of the repair.
3. Contractor shall keep the need for water conservation in mind. During extended cold or rainy periods, irrigation controller may be turned off. However, occasional rainstorms will not constitute adequate reason for turning off controllers. Special requests are billed on a time and material basis.

Irrigation Winterization

1. Contractor shall winterize the irrigation system once (1) in the fall if included in attached proposal. Winterization usually occurs between October 1st and December 1st. Contractor is not responsible for any freeze damage, which may occur before and after sprinkler winterization operations.
2. Proper winterization will include the use of a compressor, unless otherwise specified.

Spring Clean up

1. At the frequency specified in the attached proposal, Contractor will perform spring cleanup including gathering and removing trash, leaves, and debris in turf and bed areas. Parking lots are excluded.

Fall Clean up

1. At the frequency specified in the attached proposal, Contractor shall be responsible for gathering and removing leaves from the site in the fall. Contracting Company will direct Contractor as to when each service frequency is to be performed. Additional frequencies will be an extra service to this contract.

Pruning

1. The Contractor shall be responsible for pruning of all trees and shrubs on the property at the frequencies indicated in the attached proposal. All plant material over 15 feet in height is excluded.
2. Plants shall be pruned in accordance with regularly accepted industry standards for pruning. Pruning is done to promote healthy growth; to prevent weak or abnormal limb structure; to control unwanted leggy growth and to maintain the natural growth habit of the plants. Proper pruning practices do not include shaping of plants such as: boxed, squared, balls, etc. Shrubs will be pruned in such a manner as to maintain natural shape.

Native Mow

1. Native area shall be mowed at the durations specified in the attached proposal. The Contractor will determine mowing height. Frequency of mowing may vary due to seasonal weather conditions and growth rate of native.
2. Native clippings will be left in place after mowing and will not be removed.
3. Contractor reserves the right to leave areas un-mowed which he feels would be unsafe to mow due to, but not limited to, the following reasons: Areas in use at the time of mowing by large groups of residents, children, etc, areas excessively wet due to rain or improper drainage not caused by the contractor, or areas under construction or contain excessive debris.
4. The clean-up of debris due to vandalism, dumping, acts of God, etc., will be an extraservice to this contract.

Native Weed Application

1. Weed control in native area will be managed by mowing operations. If Contracting Company desires to have weeds managed with chemical applications the Contractor will supply an estimate for these additional services.

Terms & Conditions

General Scope of Work

1. **Scope of Work:** Contractor will furnish all labor, tools, specialized equipment, supervision and transportation required to maintain the landscape in an attractive condition throughout the year for the maintenance period specified in contract.
2. **Definitions:** The term "Contractor" where used in this agreement shall mean Landtech Contractors, Inc. The representative is Larry D. Overley. The term "Contracting Company" where used in this agreement shall mean Owner or Management Company.
3. **Insurance:** Contractor will carry complete and adequate worker's compensation, automobile, and general liability insurance in the amount of not less than \$1,000,000.00 (One Million Dollars). Contractor shall supply Contracting Company with a certificate of insurance of such coverage prior to commencement date.
4. **Damages:** Contractor will be responsible for any damages to the property caused by this contract. The cost of all repairs will be borne by the Contractor.
5. **Acts of God:** The Contractor assumes no responsibility for and shall not be held liable by the Contracting Company for damages due to conditions beyond the contractor's control. Such conditions include, but are not limited to: harsh weather; abnormally cold winter temperatures; snow damage; ice; melting snow; wind; fire; vandalism; theft; and previous contractor's neglect or improper practices.
6. **Pre-Existing Conditions:** It is acknowledged by the parties that the present condition of the turf grass is Average; the present condition of trees is Average; the present condition of shrubs is Average; the present condition of the sprinkler system is Average; the present condition of walks is Average; the present condition of drives is Average and the present condition of native area is Average. The Contractor is not responsible for any such conditions nor any continual wear and tear, or acts of third parties.
7. **Communication System:** The Contractor is expected to be available via telephone, and respond as necessary to emergencies that may arise. Emergencies are defined as items, which, by their nature, cannot be postponed and may cause damage to health or property. Response to emergencies will be by whatever means is most practical to remedy a particular situation. Contractor is entitled to compensation for such emergencies.
8. **Personnel:** Contractor's employees shall conduct themselves in a workmanlike manner at all times. Contractor is expected to provide adequate supervision at all times.
9. **Licenses and Permits:** Contractor shall be responsible for obtaining and paying for all licenses and permits required by Federal, State, and local laws that are necessary for the legal operation of the Contractor's business. Such licenses and permits shall include, but not be limited to: business, and commercial pesticides applicator. However, special permits (such as special watering permits) will be obtained at the expense of the Contracting Company.
10. **Weather permitting:** All items in this agreement are stated assuming that weather conditions are favorable. Contractor is not to be held responsible, in any way, for delays in the completion of specified tasks due to weather conditions.
11. **Modification:** In all cases, the included "Exhibit D-Description of Services" shall supersede or modify items stipulated in the "Exhibit B-General Scope of Work".

Terms and Conditions

1. **Term.** The term and start date of this agreement shall be agreed upon on page 3.
2. **Assignment.** Neither party may assign this contract without the written consent of the other party.
3. **Scheduling.** All work scheduling shall be at the discretion of Contractor as to time, day, month, etc. Contracted items will be given priority over time and material or extra work, in order to remain on established schedules.

4. **Delay.** The Contractor shall not be held liable for delays in completion of contracted items, due to, but not limited to: acts of God; acts of Contracting Company; weather conditions; acts of public; or any other unforeseen items beyond the reasonable control of the Contractor.
5. **Modifications.** The general requirements, technical specifications, statement of charges, and landscape maintenance contract are all considered a part of this agreement and shall constitute the entire agreement between the contracting parties. No variance or modification shall be valid and enforceable, unless mutually agreed upon in writing.
6. **Pricing and Payment.** The total amount of the base contract and base monthly charges shall be agreed upon in exhibit E. All accounts will be billed on the 1st day of each month, with terms of net 10 days for account to be paid in full. Early termination of the contract will result in an audit of actual services performed and billed accordingly. Extra services, if authorized, and emergency services shall be billed at the rates listed in section III of the "Statement of Charges" in the contract plus materials.
7. **Termination Without Cause.** Either party may terminate this agreement without cause by sending written notice to the other party at the respective addresses herein stated. Written notice is to be given at least 30 days prior to effective date of termination. Full payment for the actual services performed and materials provided at time of termination becomes due and payable on, or before, date of termination. In the event of pre-payment of services not performed and/or materials not provided, credit refund will be due and payable on, or before, date of termination.
8. **Termination for Cause.** Either party may terminate this contract for cause, upon sending written notice to the other party. Contractor may terminate this agreement for cause, upon sending written notice to the other party. Contractor may terminate this agreement for cause: (a) upon Contracting Company's failure to make any of the agreed upon payments, as outlined herein; or (b) for the Contracting Company's unreasonable determination of "lack of satisfactory performance or substantial completion of the Contractor's duties as specified herein". Contracting Company may terminate this agreement for cause: (a) for proof of lack of satisfactory performance; or (b) for obvious gross negligence or neglect by the Contractor.
9. **Early Termination.** If customer terminates 12 month contract before end of 12 month period, payment is due for services rendered.
10. **Notices.** All notices required hereunder shall be in writing and shall be sent in the United States mail, certified mail, return receipt requested, correctly addressed to contractor: Landtech Contractors, Inc. Maintenance Division, 525 N. Laredo St. Aurora, CO 80011
11. **Acceptance of Proposal.** The above prices, specifications, and conditions are satisfactory and are hereby accepted. LANDTECH CONTRACTORS, INC. is authorized to do the work as specified. Payment is outlined above in Section IV, paragraph 7. OWNER agrees that accounts 30 days past due will be charged 1.5% per month (18% per year). Should this account be referred to an agency, attorney or court for collection, OWNER agrees to pay reasonable attorney's fees, court costs and any other expenses of collection by LANDTECH CONTRACTORS, INC.
12. **Attorneys Fees.** In the event either party to this agreement commences an action to enforce the terms of this agreement, then the prevailing party shall be entitled to recover its attorney's fees and costs.

REQUEST FOR PROPOSAL LANDSCAPE MAINTENANCE AND SNOW REMOVAL JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

INTRODUCTION

It is the intent of the Gold Hill Mesa Metropolitan District (“the District”) to secure Landscape Maintenance and Snow Removal Services for the **January 1, 2024 through December 31, 2024 period**. Landscape maintenance areas, snow removal areas, and scope of services are listed in greater detail below as well as a map providing areas for landscaping maintenance and snow removal. If any discrepancies are discovered, or clarifications needed, please contact the District Manager. All clarifications will be shared with all participating contractors.

The Request for Proposal includes the following items:

1. Proposal Form (Exhibit A)
2. General Information and Scope of Services (Exhibit B)
3. Map of District-Owned Properties for Landscape Maintenance and Snow Removal Responsibility (Exhibit C)
4. Breakdown of Special and Additional Services (Exhibit D)
5. Insurance Requirements (Exhibit E)

If any discrepancies are discovered, or clarifications needed, please contact the District Manager. All clarifications will be shared with all participating contractors.

PARTICIPATION PROCESS

Interested parties must return the completed Proposal Package to the above listed District address on or before **October 1, 2023 at 12:00 PM** or email the package to Rebecca Harris, at Rebecca.H@wsdistricts.co, or Heather Smith, at Heather.S@wsdistricts.co. Contract award is scheduled for **November 2023**.

Please include the following items with your Proposal Form:

1. List of three current projects (including owner name and property address) which are most comparable to Gold Hill Mesa Metropolitan District;
2. Name of Insurance Provider and copy of current insurance coverage limits;
3. Credentials for Project Supervisor;
4. Hourly Rates of all labor categories that will be associated with this contract.

The District will evaluate submittals based on several criteria, including, but not limited to, price, references, adherence to best management practices, recommendations section, adherence to scope of work, good horticultural practice, and the conduct and professionalism during the proposal process. The District reserves the right to reject any and all submittals.

EXHIBIT A
Proposal Form

Company Name: Landscape Endeavors, Inc.
Address: 7755 Gary Watson Point Colorado Springs, Colorado 80915
Contact: Randy Lenn Jr.
Phone: 719-321-6145
Email: Randy@landscapeendeavors.com

1. All proposals must be made upon this form. Contractor may attach company’s standard form.
2. Base Landscape Maintenance contracts shall be billed in equal monthly installments. Contractor may invoice on the first of the month for current month’s contract amount with payment terms of net 30.

Base Landscape Maintenance contract cost for Scope of Work: \$378,040.00
Monthly: \$ 31,503.34

3. Please attach a separate sheet detailing the hourly rates for Landscape Maintenance Services.
4. Please attach a separate sheet detailing the hourly rates for Standard Snow Removal Services.
5. Please detail any other labor or material rates on the Breakdown of Special and Additional Services sheet provided in Exhibit D.
6. All proposals must be signed by the submitter, with full name and local services address.
7. Please attach any additional information that may be necessary to evaluate this submittal. Attach a separate sheet for comments, clarifications or exceptions if necessary.

The following individual submits this proposal on behalf of Landscape Endeavors, Inc.


Signature of Duly Authorized Representative

09-25-2023
Date

Randy Lenn Jr.
Name (Printed)

Business Developer
Title

EXHIBIT B

General Information and Scope of Services

In order to expedite minor but necessary work and repairs that are not a part of the base contract, the Contractor is required to contact the District Manager for approval prior to work being done. A report of the repaired damage shall be submitted via email to the District Manager by the following business day. All larger repairs or maintenance items should be brought to the attention of the District Manager for review and may require Board approval.

LANDSCAPE SCOPE OF SERVICES

Lawn Care:

Turf care shall consist of a complete program of mowing, irrigation, fertilization and herbicide application to maintain healthy turf at all times. Contractor shall provide protection to any material (trees, shrubs, fences, or other landscape improvements) that may be subject to repetitive contact with maintenance equipment. Any landscape improvements damaged by Contractor operations shall be repaired or replaced at the expense of the Contractor. Any landscape improvements having sustained such damage prior to commencement of contract shall be documented in writing to the District Manager and shall include print or digital photographs where appropriate.

Turf Areas: Turf areas shall be mowed as needed to maintain a turf height of approximately 2 ½ – 3 ½ inches during the growing season. If a road right-of-way is adjacent to native turf or a natural area, the Contractor shall maintain a four-foot strip at the back of curb as if it were turf. All clippings shall be removed from walks and drives and disposed of off-site. Drought conditions may necessitate less frequent mowing per direction of the Board.

If turf ever exceeds six (6) inches in length, as may happen in the weeks after fertilization or heavy rains, Contractor shall provide an additional mowing to keep grass to less than 3 ½ inches in length.

Trimming: All turf areas not cut by mowers shall be trimmed after each mowing to provide a well-groomed appearance. This shall include all vertical elements.

Edging: During the mowing season, edging shall be performed along all walkways, curbs and planting beds at least monthly or as needed. Should more frequent edging be required to maintain a well-groomed appearance, Contractor shall provide a written proposal to the District Manager. Excessive debris shall be removed from the premises.

Fertilization: Turf shall be fertilized three (3) times per season with a well-balanced fertilizer. Non-Phosphorous fertilizer shall be used. All fertilizer shall be blown from sidewalks to minimize staining.

Aeration: The Contractor shall aerate one (1) time per year to improve water penetration before the first fertilization. Contractor shall use only a closed coring tine. Prior to aeration the Contractor shall flag all sprinkler heads and valve boxes to prevent damage. Plugs shall be left on turf to assist in breaking down thatch.

Weed Control: Contractor shall spray the turf with a broad-spectrum broadleaf herbicide monthly with follow-up spot application as required. Prior to application, the Contractor shall submit the proposed herbicide to the District for approval. Application of pre-emergent herbicide shall be completed before May 1; second application of pre-emergent or application of post-emergent control of broadleaf weeds will be performed if necessary and is to occur late June to first week of July. Limited manual removal of weeds as needed. Any non-irrigated turf shall be sprayed with approved broadleaf herbicide by the 15th of May with follow-up spot applications as required. Spot treatment of weeds emerging from paved and pebbled walks will be performed as needed.

Leaf Removal: Contractor will collect and remove large accumulations of leaves during the month of November or after 80% leaf drop.

Unusual Conditions: Whenever the Contractor observes any condition, which he believes, may be detrimental to healthy turf growth; such conditions shall be immediately brought to the attention of the District Manager along with a recommendation of corrective action.

Shrub, Evergreen, and Groundcover Beds:

The Contractor shall familiarize themselves with the numbers, locations and types of trees and shrubs within the District. Tree and shrub care shall be such that healthy growing conditions are maintained and shall include pruning and wound repair, fertilization, insect control, disease control and other maintenance measures as necessary.

Pruning Trees: The primary pruning of trees shall be done during the dormant season. Damaged trees or those that constitute health or safety hazards shall be pruned at any time as required. Trees will be pruned to remove deadwood, weak and unnecessary branches, and to assist the tree in optimum growth and resistance to potential damage from wind and snow. Stripping of lower branches will not be permitted; lower branches shall be retained in a tipped back condition with as much foliage as possible to promote caliper trunk growth. Trees shall be pruned to promote the following:

- Development of scaffold branches that are smaller in diameter than the trunk or branch to which they are attached.
- Branches, which have vertical spacing from 18" - 48" and radial orientation so as not to overlay one another.
- Eliminate dead, diseased or damaged growth.
- Reduce topping or wind damage by thinning out crowns.
- Maintain growth within space limitations.
- Maintain a natural appearance and balance crown with roots.

Pruning of Shrubs: The objective of shrub pruning is the same as for trees; promote healthy plants and a pleasing appearance. Shrubs shall not be shaped into a box or ball- like appearance. Shrubs will be thinned as necessary to retain dense foliage, quality flowers, and a healthy natural appearance.

Pruning of Ornamental Grasses and Perennials: Ornamental grasses and perennials shall be cut-back as appropriate to the cultivar in the spring.

Pruning of Evergreens: Evergreen trees shall be thinned out and shaped annually.

Insect Control: Contractor will monitor landscaping for insect infestation and/or damage and will spray as needed.

Dead Plant Materials: All dead plant materials shall be removed and properly disposed off-site within one week of determination of death. Contractor shall immediately provide a quote to replace such plants.

Mulch and Mulch Beds: Shall follow best management practices that protect the tree and shrub root system and enhance moisture retention. Contractor will monitor mulch bed replenishment and send proposed replenishment cost to the District Manager, as needed.

Inorganic Mulch: All areas of inorganic (rock or stone) mulch shall be inspected weekly. Any rock or stone on walks or in turf areas shall be replaced. Small gaps in coverage shall be corrected by redistributing the mulch. Any large coverage shall require additional matching mulch to be installed at District expense on a time and material basis. Contractor shall submit proposal to District Manager for approval.

Weed Control: Contractor shall spray the mulch areas with a broad-spectrum broadleaf herbicide monthly with follow-up spot application as required. Prior to application, the Contractor shall submit the proposed herbicide and to the district for approval. Application of pre-emergent herbicide shall be completed before May 1; second application of pre-emergent or application of post-emergent control of broadleaf weeds will be performed if necessary and is to occur late June to first week of July. Limited manual removal of weeds as needed. Follow-up spot applications as required. Spot treatment of weeds emerging from paved areas shall be performed as needed.

Ground Cover & Flower Beds

The appearance and health of ground cover shall be maintained by adhering to the following practices:

Weed Control: Weeds shall be controlled by use of a pre-emergent herbicide or selective systemic herbicide. The manufacturer and formulation of herbicides will be coordinated with the District before use. Weeds shall be hoed as little as possible to minimize damage to plant root systems.

Plantings:

Plant and maintain existing Common Area flower beds once annually and remove dead stock at the end of the growing season.

Sprinkler Systems Maintenance and Control:

All costs of maintaining the sprinkler system to be at the District’s expense for time and materials.

1. **Activation:** The system will be activated in accordance with industry standards in the Spring, as required, dependent upon climatic conditions and turf grass moisture requirements. The system shall be brought to a fully operational condition and that condition reported to the District Manager when complete.
2. **Programming:** The system will be programmed to provide necessary moisture to the turf grass areas to promote healthy growth and the aesthetic desired appearance in accordance with the City of Colorado Springs Watering Guidelines and Restrictions. Good conservation standards must be observed, considering natural moisture accumulation, with programming scheduled accordingly.
3. **Maintenance:** The systems will be maintained in a fully operational condition at all times. The Contractor will inspect and monitor the system on a regular frequency. Damage caused by the Contractor will be repaired in a timely manner at no additional charge. Clearing and cleaning of fouled heads and nozzles, pattern adjustments and timing clock programming will be performed as necessary. Repairs and parts replacement will be charged on a labor and materials basis. Internet controller access fee will be billed monthly.
4. **Winterization:** Winterization of the systems will be accomplished as agreed upon by the Contractor and District Manager. This will include water supply shut off at the meter pit(s), air pressurization of all line, removal of all water from the mains to the backflow preventers and removal of excess water from the meter pits.
5. **Backflow Testing:** The Contractor shall be responsible for scheduling, performing, and submitting the proper back flow testing results as required, per City restrictions.

Winter Program:

During the winter months of November, December, January, February, and March the Contractor shall provide the following services, subject to approval of the District Manager:

Winter Watering: Should there be extended periods of drought which may lead to plant or tree stress; such plants and trees shall be watered as determined by the Contractor and approved by the District. Watering of trees and shrubs adjacent to roads and parking lots shall also occur as needed to reduce accumulation of salts used in snow removal. Ground cover areas shall be watered lightly once a month during the winter if so warranted at

additional fee, billed separately.

Winter Watering Turf: Turf shall be watered so far into the Fall as weather will permit. Should there be extended dry periods during the winter, turf shall be watered either by pressurizing the sprinkler system and then re-winterizing or irrigating turf area using hoses attached to fire hydrants at additional fee, billed separately.

Miscellaneous:

Trash Pickup: Pick up all trash accumulated turf, planting beds, detention pond, walks and paths as needed. Pick up trash in mow areas prior to mowing. All waste to be disposed of properly.

Sidewalks: Sweep or blow debris off sidewalks within pavilion area as needed. Spray for weed control as needed.

Other: The Contractor shall immediately alert the District Manager of any landscaping damages when identified and provide recommended corrective action.

Additional District Acquired Properties: The District anticipates the transfer of additional properties during the contract year that will require landscape maintenance. Please provide a per square foot unit price for additional: irrigated turf, native grass, and groundcover & flower beds in the Breakdown of Special and Additional Services sheet provided in Exhibit D.

Dog Waste Stations: Contractor will monitor and maintain dog waste stations throughout the District property.

SNOW REMOVAL SCOPE OF SERVICES

All Snow removal services will be performed on a Time and Materials basis. The Contractor will be responsible for snow removal of sidewalks adjacent to District-owned tracts and private alleys (identified in Exhibit D).

Snow Removal: Snow removal will commence after the accumulation of 2" on sidewalks, 3" on private alleys. Private alleys will be cleared first, and then walks, including mailbox pads, and sidewalks along the perimeter. All areas will be addressed within 24 hours, weather permitting.

Sanding: Contractor is authorized to apply ice melt or sand mixture per storm on all icy areas if necessary, and as requested by the District Manager.

Special Requirements: Contractor will be conscious of problem areas on the private alleys and walkways where the buildup of ice may threaten the safety and health of the residents. Such buildup will be removed or treated on a prompt and continuing basis. Use of non-toxic ice melt and/or sand on pedestrian areas is acceptable and expected.

EXHIBIT C

Map of District-Owned Properties for Landscape Maintenance and Snow Removal Responsibility





LANDSCAPE ENDEAVORS, INC.

Exhibit A Rates

Labor Rate(s): Hourly Time

- **General Labor Rate -** \$ 55.00 Per Hour
- **Foreman Rate -** \$65.00 per Hour
- **Irrigation Technician** \$ 70.00 Per Hour
 - **Irrigation Helper** \$55.00 per Hour
 - **Backflow Certification** \$ 125.00 Per Device
 - **Trip Charge** \$ 108.00 Per Visit
- **Maintenance Supervisor** \$ 80.00 Per Hour
- **Emergency Call (2 hour minimum)** \$140.00 per hour
- **Pet Station Maintenance** \$15.00 per station
- **Wrapping Backflow Preventer** \$85.00 per device

- **Please Note: These rates are for blowing, lawn sprinkler, mowing, trimming, weeding, and/ or general clean up. Additional rates for equipment, dumping and fees are listed below without labor.**

- **Truck w/ Trailer/ Tank(s)** \$ 70.00 Per Hour
- **Dump Trailer w/ Fee(s)** \$ 85.00 Per Load
- **Mowers (Stand on or Walk Behind)** \$20.00 per Unit per Hour
- **Chainsaw, trimmer, edger, blower** \$10.00 per Unit per Hour
- **Chemical Spraying (material)** \$ 2.47 per gallon
- **Winter Watering (Truck and Water Buffalo)** \$40.00 per hour

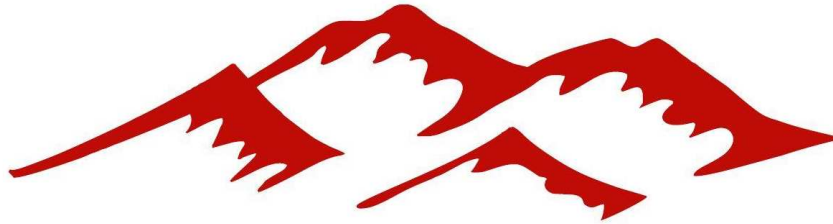
- **One hour minimum per service provided**
- **Day rates can be provided upon request**
- **Mobilization costs will be included in the hourly services for each visit**
- **Dump fees, material costs, and equipment fees will be added to invoices as needed**
- **A proposal for landscape projects can be provided upon request**
- **Emergency calls should only be made to prevent/stop damage from occurring. An Emergency Call is defined as a call for service outside of normal business hours, Monday through Friday 7:00 AM to 5:00 PM.**

EXHIBIT E
Insurance Requirements

- A. Contractor shall acquire and maintain, during the entire term of the Contract, including any extensions of the term, statutory workers' compensation insurance coverage, commercial general liability insurance coverage and automobile liability insurance coverage in no less than the amounts set forth in subparagraph D below. Owner shall be named as an additional insured on Contractor's commercial general liability insurance and automobile liability insurance. Such additional insured coverage provides defense and indemnity coverage only for actions arising from Contractor's acts, actions, omissions or neglect but shall not provide defense or indemnity coverage for Owner's own acts, actions, omissions or neglect or for unproven allegations. Any such policy of insurance obtained to comply with this paragraph shall provide that Owner shall receive thirty (30) days written notice prior to the policy's cancellation, non-renewal or modification to any provisions of such policy affecting the insurance coverage requirements under the Contract.
- B. Prior to commencing any work under the Contract, Contractor shall provide Owner with a certificate or certificates evidencing the insurance required by this paragraph, as well as the amounts of coverage for the respective types of coverage. If Contractor sub-contracts any portion(s) of the Services, said sub-contractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance and comprehensive general liability insurance coverage in amounts satisfactory to Owner and Contractor. If the coverage required under this paragraph expires during the term of the Contract, Contractor shall provide replacement certificate(s) evidencing the continuation of the required policies.
- C. If any policy obtained by Contractor is a claims-made policy, the following conditions shall apply: the policy shall provide Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. Contractor agrees to purchase this extended reporting period. If the policy is a claims-made policy, the retroactive date of any renewal of such policy shall not be later than the date the Contract is signed by the parties to the Contract. If Contractor purchases a subsequent claims-made policy in place of any prior policy, the retroactive date of such subsequent policy shall be no later than the date the Contract is signed by the parties to the Contract.
- D. Contractor shall acquire and maintain during the entire term of the Contract, statutory workers' compensation insurance coverage, comprehensive general liability insurance coverage, and automobile liability insurance coverage in the following amounts:
- a. Workers' Compensation Insurance in accordance with applicable law, including employers' liability.
 - b. Commercial general liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each occurrence; \$2,000,000.00

general aggregate. Coverage shall include all major divisions of coverage and be on a comprehensive basis including:

- i. Premises operations;
 - ii. Personal injury liability without employment exclusion;
 - iii. Blanket contractual;
 - iv. Broad form property damages;
 - v. Medical payments;
 - vi. Independent contractors coverage.
- c. Commercial automobile liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each accident covering any auto.
- d. All coverages specified above shall waive any right of subrogation against Owner and its directors, officers and employees; such waiver of subrogation shall apply solely to acts, actions, omissions or neglect of Contractor, and in no way limits the right of subrogation for acts, actions, omissions or neglect of Owner or others. The policies shall state: "Permission is expressly granted to the insured to waive any right of subrogation against an individual, firm or corporation in accordance with the terms of the agreement provided such waiver is executed in writing prior to any occurrence giving rise to claims hereunder.



LANDSCAPE ENDEAVORS, INC.

PLANT HEALTH CARE PROGRAM SEASON OF 2024

Landscape Endeavors
7755 Gary Watson Point
Colorado Springs, CO 80915

Work Performed at:
Gold Hill Mesa

The all inclusive Plant Health Care Program is provided to assist large properties in the control of their pest problems. It helps prevent the infestation of insects and diseases on your valuable trees and shrubs. We will control all normally seen insect and disease problems. We will also inspect plants throughout the season to prevent infestation of any other harmful pest. Services and approximate dates are as follows:

January-	Off Month
Feb/Early March	1st Site and Plant Material Inspection
Mid March-	Early Season Application: Possible Insect App.
Mid April-	2nd Tree and Shrub Inspection
April/May-	1st Midseason Application: Foliar Insect/Fungicide
Late June-	3rd Tree and Shrub Inspection (Written Report)
June/July-	2nd Midseason Application: Foliar Insect/Disease/Fungicide
August-	4th Tree and Shrub Inspection
Sept/Oct-	Late Season Application: Boring Insect/Disease/Fungicide
December-	Final Inspection (Written Report)

We will leave yellow flags every time we spray trees.

Written reports will include pests that we encountered as well as the overall health of the plant material. It will also include suggestions for any additional procedures that we feel are necessary to maintain optimal plant health. March through December.

This is an annual Contract. The above work will be preformed yearly.
All work will be performed in timely professional manor.
Commercial Applicators are Licensed by the Colorado Department of Agriculture





LANDSCAPE ENDEAVORS, INC.

Exhibit "A"

2023-2024 Snow Removal Rates

\$ <u>85.00</u>	ATV/UTV(s) w/ Plow Per Hour
\$ <u>230.00</u>	Loader(s) w/ Box Per Hour
\$ <u>150.00</u>	Tractor(s) w/ Box Per Hour
\$ <u>120.00</u>	Truck(s) w/ Plow Per Hour
\$ <u>120.00</u>	Sand Truck (1) Ton – With No Plow Per Hour
\$ <u>60.00</u>	Shovel(s) Per Hour
\$ <u>130.00</u>	Skid Loader(s) Per Hour
\$ <u>250.00</u>	Slicer Per Ton
\$ <u>75.00</u>	Snow Blower(s) Per Hour

Haul Off Bobtail Rate – \$ 80.00

Haul Off Tandem - \$ 150.00

Ice Melt - \$ 40.00 per bag

Holiday Rate - 1.5 Time

- All Services to be invoiced per hour, with a (1) One Hour minimum charge per service and job site.
- All material to be invoiced per bag or per ton.
- Mobilization cost, portal to portal, and will be included in the hourly services for each visit.
- Snow removal on Thanksgiving, Christmas, and New Year(s) Day including Easter will be charged at 1.5 times the normal rates.
- Snow material(s) are subject to change from year to year, depending on industry(s) supplier material shortage and/ or fluctuation of cost.
- PLEASE NOTE: If requested an additional staking rate of **\$ 70.00 per hour** and snow stake rental at **\$1.50 per stake** *will be added to the final invoice.*

NORWOOD

8.25.23

To Whom it May Concern:

This letter is to reference the snow removal work that Landscape Endeavors has performed throughout our portfolio. Landscape Endeavors has been doing snow removal on many of our properties from large retail establishments (over 1 million surface sqft) to smaller individual buildings on a single footprint.

They have always maintained the upmost professionalism and quality of work throughout our working relationship. Attention to detail and completion of requested work have never been a problem. Our sites are set on a minimum threshold for service and Landscape Endeavors are never in need of prompting to get onsite and execute.

We intend to continue working with Landscape Endeavors as they have delivered for us for many years.

Daniel Jarboe



Djarboe@norwood.dev

O- 719-593-2607

C- 719-930-8452





Cathy Roscio, CPM®, LEED Green Associate | CBRE | Facilities Manager
Corporate Services, USAA
Cell: 719-306-9678 | Office: 719-533-8882
cathy.rosco@usaa.com
www.cbre.com

August 25, 2023

To Whom It Matters:

I am the Facility Manager for the USAA campus in Colorado Springs, Colorado. Our campus sits on 29 acres, and we have over 1,400 employees. Currently, USAA has a Zero Tolerance snow contract with Landscape Endeavors.


The existing contract calls for the snow trucks to roll at the sign of the first snow flake falling. Trucks are on campus throughout the snow event until the snow has stopped falling.

Last season was our first contract with Landscape Endeavors. We were very pleased with the customer service and the sense of urgency our account carried. As a result, USAA has renewed our snow contract for the 2024 snow season.

Robert Beacon, Our Service Account Manager, is very attentive to our never ending needs and requests. Robert is very quick to respond, and handles our concerns very professionally.

I highly recommend Landscape Endeavors as a preferred vendor for both Landscape & Snow Removal.

Please feel free to contact me in the event you need any additional information,

Sincerely,


Cathy Roscio



August 24, 2023

To Whom it may concern,

Landscape Endeavors has been our landscaping company for over a year, and they have been a pleasure to work with. It is my first new community, and their knowledge and service have helped make it a wonderful experience. They were exceptional with snow removal during this past snow season, and I am setting up another contract for this coming year. They are responsive, kind, and always helpful.

I would be happy to answer any questions you may have. Please feel free to contact me at 719-465-2710 or christina.gibson@gb85.com, and I would be happy to help!

C. Gibson

Christina Gibson
Property Manager
Lark on Woodmen Apartments

Properties We Serve

-Interquest Market Place- 1264 Interquest Pkwy, Colorado Springs, CO 80921
Owned By Norwood, Managed by Daniel Jarboe

-USAA Financial Center, 1855 Telstar Dr, Colorado Springs, CO 80920
Owned By USAA, Managed by CBRE Property Manager Cathy Roscio

-Midtown Collections HOA, ,11212 Modern Meadow Loop Colorado Springs, CO 80921
Owned Home Owners of the HOA, Managed Priority Properties Manager Jennifer Yearly

Our Account Manager



Robert Beacon

Senior Account Manager

Robert has been in the industry since 2006 and leading in commercial maintenance since 2012. He started his career as a landscape crew member working his way up. Robert has a comprehensive understanding of all landscape maintenance and snow removal operations. He's a qualified supervisor for the department of agriculture and had managed properties that range from the size of Banning Lewis Ranch Metro, Pine Creek HOA, and Meridian Ranch Metro. Great communication and a quality product is his number one priority.

Irrigation Startup	1
Irrigation Blow Out	1
Other Maintenance	
Winter Policing	23
Doggie Pots	52
Annual Maintenance Price	\$254,474.14

Optional Services

Description of Services	Frequency	Cost per Occ.	Annual Cost
Winter Watering	1	\$0.00	\$0.00
Annual Color Installation	1	\$0.00	\$0.00
Annual Flower Maintenance	16	\$0.00	\$0.00
Annual Flower Removal	1	\$0.00	\$0.00
Mulch Flip	1	\$0.00	\$0.00
Mulch Top Dress	1	\$0.00	\$0.00
Tree Wrap Install	1	\$0.00	\$0.00
Tree Wrap Removal	1	\$0.00	\$0.00
Deep Root Tree Fert	1	\$0.00	\$0.00
Shrub Fert	1	\$0.00	\$0.00

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
January	\$21,206.18	\$0.00	\$21,206.18
February	\$21,206.18	\$0.00	\$21,206.18
March	\$21,206.18	\$0.00	\$21,206.18
April	\$21,206.18	\$0.00	\$21,206.18
May	\$21,206.18	\$0.00	\$21,206.18
June	\$21,206.18	\$0.00	\$21,206.18
July	\$21,206.18	\$0.00	\$21,206.18
August	\$21,206.18	\$0.00	\$21,206.18
September	\$21,206.18	\$0.00	\$21,206.18
October	\$21,206.17	\$0.00	\$21,206.17
November	\$21,206.18	\$0.00	\$21,206.18
December	\$21,206.17	\$0.00	\$21,206.17
	\$254,474.14	\$0.00	\$254,474.14

By _____
 Thomas Cassidy

Date 9/29/2023

Timberline Landscaping, LLC

By _____

Date _____
**Gold Hill Mesa Metropolitan
 District No. 2**

Terms & Conditions

Rates:

Irrigation Technician: \$100.00 per hour (1 hour minimum)

General Labor: \$70.00 per hour (1 hour

minimum)Materials: Based upon current pricing

After Hours Rates:

Monday – Friday from 7:00pm – 7:00am

All day Saturday, Sunday and/or holidays

Irrigation Technician: \$125.00 per hour (1 hour minimum)

Materials: Based upon current pricing

A. Timberline Landscaping, Inc. agrees to furnish all labor, supervision, materials and equipment necessary to perform landscape management at the property specified above.

GENERAL INFORMATION:

B. Timberline currently carries General Liability Insurance (not less than \$1,000,000.00), Automotive (not less than \$500,000.00) and Workman's Compensation Insurance. If additional insurance is required, an adjustment to the contract will be necessary.

C. If this property has a sales tax-exempt certificate, owner must supply this contractor with certificate prior to work being performed. Otherwise, Timberline will charge sales tax on all materials purchased.

D. Landscape management within this contract specifically excludes concrete walks and patios, asphalt areas, site lighting and any fencing.

E. Upon acceptance, the owner shall notify Timberline of any special requirements/ access to the property and provide any access keys or badges as may be necessary.

F. Any work not described within services section shall be considered extra and will be invoiced on a time and materials basis upon written acceptance from the owner.

G. Timberline will assume responsibility for contacting the Utility Notification Center of Colorado (UNCC) for any underground line locations as necessary. Timberline will not, however, be held responsible for any sub-surface lines which are not normally located and marked by UNCC or 2nd tier parties. These may include private or secondary electric, gas, phone and cable lines, irrigation and site lighting. Additional costs may be charged to locate these facilities.

H. All pesticide applications shall be supervised by a "Qualified Supervisor" certified by the

Colorado Department of Agriculture whether work is performed in house or sub contracted.

I. Losses of plants due to weather, pests, water restrictions, or irrigation malfunction not caused by this contractors negligence, are not warrantied.

PAYMENT TERMS:

Timberline shall submit invoices on the 1st of the month with payment terms of Net 30. A service charge of 1.5% per month will be added to all balances not paid within thirty (30) days of invoice date. This represents an annual rate of 18%. In addition to all service charges, there shall also be paid the reasonable costs of collection including attorney's fees and court costs.

This contract is set to auto-renew at the anniversary date described above with a minimum of a 4% increase. If the economy dictates a greater increase a new contract will be sent 30 days prior to renewal date. If Timberline chooses to not renew at the contract term a 30-day written notice will be given. Timberline may cancel the contract for non-payment within 10 days of being overdue. If this Agreement is terminated by Owner before the contract term expires, the parties agree Timberline's damages will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by Owner prior to the expiration date for any reason other than because of any uncured default by Timberline, or terminated by Timberline for cause at any time, Owner will pay Timberline, as liquidated damages and not as a penalty, 50% of the remaining contract value through the end of the contract term. If such termination occurs during the season (1/1/2024 12:00:00 AM - 12/31/2024 12:00:00 AM), the contract value will be calculated based on 50% of the balance to be paid for the remaining months in the current contract, plus 50% of the amounts to be billed for any remaining years. Owner shall also be responsible for any unpaid charges on Owner's account prior to termination.

The Weathermatic platform program will require a termination fee of \$300. 00 per controller installed if this contract is terminated within 3 years of program implementation. This fee includes the Owner retaining the smart controller(s) and weather station(s) while the Contractor will remove and retain the Aircard(s) used for monitoring.

*A 3% fuel surcharge will be added to the contract if gas prices exceed \$4.00 per gallon. This surcharge will not exceed 3% of the total monthly contract price.

*This bid is expressly conditioned upon the parties entering into a contract upon terms acceptable to Timberline Landscaping. If accepted, this proposal shall become a full part of the contract documents.

Services

Weekly Maintenance

- **Mowing:** Timberline shall maintain turf grass to a height of approximately 2.5" to 3" and will trim all turf grass around tree wells, landscape edging and foundations weekly throughout the growing season up to **26** cuttings per season. Mulching mowers will be used to return clippings to your soil.
- **Hard Edging:** All walk-ways and curbs shall be edged **2** times and maintained throughout the season with a stick edger.
- **Insect/Disease Control:** Timberline shall monitor and provide updates to owner regarding the need for insect/disease control. If control is needed, owner will be notified, and work shall be performed upon owner's approval.
- **Tree Wells:** All established tree wells in turf areas shall be maintained weed and grass free. If tree wells are not established, this may be performed on a time and material charge or quoted price.
- **Wood Mulch:** Timberline will monitor all wood mulch bed areas and provide updates to the owner regarding areas that may need mulch replenishment or turning. Any mulch areas needing replenishment shall be performed via change request as directed by the owner.
 1. Turning of mulch is **excluded** from this contract. If mulch is turned after pre-emergent has been applied, an additional application of pre-emergent will need to be applied for an additional charge.
- **Crack Weeds:** All weeds in public/private streets and parking lots will be sprayed on a time and materials basis.
- **Policing:** Picking up and disposing of all non-contained trash and debris shall be performed on a weekly basis for the duration of the contract. This does not include clean up and removal of dog waste, tumbleweeds, and debris that has blown in through winds. Excess removal shall be charged on a time and materials basis upon notification and approval by the owner. Timberline shall advise owner as to conditions that may warrant removal of excess debris.

Spring Cleanup

- Spring: **One** general clean up and removal of all debris that has accumulated on exterior landscaped areas during the winter months. Ornamental grasses and select shrubs to be cut back at this time.

Fall Cleanup

- **Fall:** **One** general clean up and removal of all debris and leaves that have accumulated on exterior landscaped areas. To occur when at least 80% of the leaves have dropped. Perennials to be cut back at this time.
- **Excluded** from spring and fall cleanups: Parking lots and curb pans (gutters) to be done on a time and materials basis.

Safety Pruning (Under 12')

- Safety Pruning: Contractor shall perform safety pruning of all shrubs under 12' in height **1** time early in season. Safety pruning includes removal of growth from shrubs overhanging sidewalks and drives and limbing up low hanging tree branches. Plants shall be pruned to maintain natural form using acceptable horticultural practice.

Native Mow

- Native Grass: All native grass to be cut **three** times per growing season.

Native Post App

- Weed Control: A pre-emergent shall be applied **once** in early Spring along with **1** post-emergent application for broad leaf weed control **in native areas**.

Bed Pre-emergent

- **Weed Control**: All planting beds shall receive **two** applications of pre-emergent herbicide early in the growing season to prevent weed seed germination. During the growing season, planting beds to be "spot" sprayed with a non-selective herbicide as needed with weekly mowing visits.

Spring Turf Aeration

- Aeration: All turf grass areas shall be aerated **one** time per growing season.

Turf Fertilization Application 1

- Fertilization: All turf grass areas shall be fertilized with a minimum of 4 lbs. of actual nitrogen per 1,000 SF per year. **3** seasonal applications shall be applied using an environmentally friendly product. *This is the **first** application.* Weed Control: A pre-emergent shall be applied once in early Spring for broad leaf weed control **in turf areas**.

Turf Fertilization Application 2

- Fertilization: All turf grass areas shall be fertilized with a minimum of 4 lbs. of actual nitrogen per 1,000 SF per year. **3** seasonal applications shall be applied using an environmentally friendly product. *This is the **second** application.* During growing season, turf areas to be "spot" sprayed with a selective herbicide **five times**.

Turf Fertilization Application 3

- Fertilization: All turf grass areas shall be fertilized with a minimum of 4 lbs. of actual nitrogen per 1,000 SF per year. **3** seasonal applications shall be applied using an environmentally friendly product. *This is the **third** application.* A post-emergent shall be applied once in Fall for broad leaf weed control **in turf areas**.

Irrigation Check

- **Controller:** The irrigation system shall be programmed to water turf grass, native grass and shrub beds with the necessary moisture throughout the growing season. In an effort to conserve water resources, Timberline will create a cycle and soak irrigation program to be utilized where applicable. All watering times shall be coordinated with the owner and in accordance with the local water provider's watering guidelines and restrictions.
- **Repairs:** Irrigation repairs or modifications shall be made on a time and materials basis. Any repairs or modifications due to negligence by this contractor shall be made at contractor's expense.
- **Inspections:** Timberline may perform up to 18 wet inspections of the irrigation system during normal hours of operation throughout the growing season. Zones will be activated to ensure that all heads and valves are in working order. Minor adjustments may be made during inspections. A set amount of time is dedicated to inspections, which may result in not all zones being activated during that inspection. Repairs and major adjustments will be made on a T&M basis.

Irrigation Startup

- **Activation:** The irrigation system shall be activated in the spring (after the average temperature during the night is above 32°) and adjusted as necessary.

Irrigation Blow Out

- **Winterization:** At the end of the growing season, the irrigation system shall be winterized by using compressed air. Adverse weather conditions may dictate additional activations and/or winterizations which will be an additional cost.

Winter Policing

- **Policing:** Picking up and disposing of all non-contained trash and debris shall be performed on a **weekly basis for the duration of the contract**. This does not include clean up and removal of dog waste, tumbleweeds, and debris that has blown in through winds. Excess removal shall be charged on a time and materials basis upon notification and approval by the owner.

Doggie Pots

Optional

Winter Watering

- **Watering:** Water all trees, shrubs and perennials up to 2 times per month during periods when the irrigation system is not active. Weather will dictate the necessity to water. Watering to be performed on a time and materials basis at a rate of \$140.00 per hour.

Annual Color Installation

- Installation of annual flowers.

Annual Flower Maintenance

- Dead heading, fertilizing, and general bed maintenance of annual displays

Annual Flower Removal

- Remove and dispose of all annual flowers

Mulch Flip

- Turning of mulch is **included** in this contract. If mulch is turned after pre-emergent has been applied, an additional application of pre-emergent will need to be applied for an additional charge.

Mulch Top Dress

- Addition of new mulch to ensure consistent coverage of beds.

Tree Wrap Install

- Tree Wrap Installation: Wrap all smooth bark trees less than 6" caliper in the fall.

Tree Wrap Removal

- Tree Wrap Removal: Un-wrap all smooth bark trees less than 6" caliper in the spring.

Deep Root Tree Fert

Shrub Fert



**EXHIBIT A
Proposal Form**

Company Name: Timberline Landscaping LLC
Address: 8110 Opportunity View
Colorado Springs, CO 80939
Contact: Tom Cassidy
Phone: 719-658-1000
Email: TimberlineLandscaping.com

- 1. All proposals must be made upon this form. Contractor may attach company's standard form.
- 2. Base Landscape Maintenance contracts shall be billed in equal monthly installments. Contractor may invoice on the first of the month for current month's contract amount with payment terms of net 30.

Base Landscape Maintenance contract cost for Scope of Work: \$254,474.14
Monthly: \$21,206.18

- 3. Please attach a separate sheet detailing the hourly rates for Landscape Maintenance Services.
- 4. Please attach a separate sheet detailing the hourly rates for Standard Snow Removal Services.
- 5. Please detail any other labor or material rates on the Breakdown of Special and Additional Services sheet provided in Exhibit D.
- 6. All proposals must be signed by the submitter, with full name and local services address.
- 7. Please attach any additional information that may be necessary to evaluate this submittal. Attach a separate sheet for comments, clarifications or exceptions if necessary.

The following individual submits this proposal on behalf of Timberline Landscaping LLC

Tom Cassidy
Signature of Duly Authorized Representative
Tom Cassidy
Name (Printed)

9/29/23
Date
Business Development
Title
Specialist

**EXHIBIT A
Proposal Form**

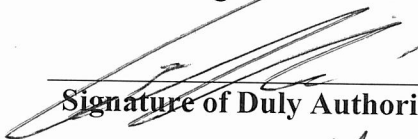
Company Name: WEISBURG LANDSCAPE MAINTENANCE
Address: 4450 MARK OABLING BLVD
Contact: ERIC MOROSKI
Phone: 719 596 7777
Email: eric@weisburg.com

1. All proposals must be made upon this form. Contractor may attach company's standard form.
2. Base Landscape Maintenance contracts shall be billed in equal monthly installments. Contractor may invoice on the first of the month for current month's contract amount with payment terms of net 30.

Base Landscape Maintenance contract cost for Scope of Work: \$ 107,400.00
Monthly: \$ 8950.00

3. Please attach a separate sheet detailing the hourly rates for Landscape Maintenance Services.
4. Please attach a separate sheet detailing the hourly rates for Standard Snow Removal Services.
5. Please detail any other labor or material rates on the Breakdown of Special and Additional Services sheet provided in Exhibit D.
6. All proposals must be signed by the submitter, with full name and local services address.
7. Please attach any additional information that may be necessary to evaluate this submittal. Attach a separate sheet for comments, clarifications or exceptions if necessary.

The following individual submits this proposal on behalf of WEISBURG LANDSCAPE MAINTENANCE


Signature of Duly Authorized Representative
ERIC MOROSKI
Name (Printed)

9/30/2023
Date
PRESIDENT
Title

EXHIBIT D
Breakdown of Special and Additional Services
(format may be adjusted)

Special Rates	Cost
Construction Labor	\$65.00/hr + equipment
Irrigation Tech	\$70.00 per hour
Certified Irrigation Tech	\$80.00 per hour
Irrigation Electrical/Valve Troubleshooting (includes diagnostic tools)	\$95.00 per hour
Snow Plowing	\$130 per hour
Snow Shoveling / Apply Ice Melt	\$65 per hour
ATV or Walk Behind Unit for Sidewalk Plowing:	\$95 per hour
Snow Blower:	\$80 per hour
Laying Salting Chemicals with Truck Sander	\$100 per hour
Granular Magnesium Chloride Flake Material:	\$.85 per pound
Ice Slicer Granular Material	\$235 per ton
Ventrac Tractor Broom/Snow Blower	\$190 per hour
½ Yard Front End Loader	\$125 per hour
1 Yard Front End Loader	\$165 per hour
3 Yard Front End Loader	\$300/hr plus \$75 mobilization
Dump Truck to Haul Away Snow	\$175 per hour
Staking and Maintenance	\$3 per stake plus \$55.00 per man hour for installation & removal
Winter Watering – 1 person w/ watering rig	\$100 per hour

Labor Rates	Cost
General Laborer	\$55/hr
Supervisor	\$85/hr
Emergency Calls	\$80/hr (2 hr min)



Gold Hill Mesa Metropolitan District- 2024 Maint Bid Freq & Cost

Description of Service	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Frequencies
MOWING & MAINTENANCE													
Mow, Trim, Blow, Hand Weeding				1	5	4	4	5	4	2			25
Edging walks & curbs				1	1	1	1	1	1	1			7
Aeration				1									1
Native Mowing					1		1		1				3
Policing landscaped areas	2	2	2	4	4	5	4	5	4	4	2	2	40
Dog Stations	8	8	8	8	8	8	8	8	8	8	8	8	96

LAWN & BED MAINTENANCE

Spring/Fall Clean Up			1							1	1	1	4
Pruning shrubs & trees under 12'			1						1				2
Pre-emergent			1										1
Lawn Fert & Broadleaf control					1		1		1				3
Off Lawn Spray Applications				1	1	1	1	1	1				6

IRRIGATION

Check & Adjust <small>(repaired parts at cost + labor)</small>				10	25	20	25	20	20	15			135
Spring Turn On <small>(repaired parts at cost + labor)</small>				1									1
Winterize Irrigation System										1			1

YEARLY COST

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	
Total Cost For Contract													\$ 254,028.00
Monthly Cost Over 12 Months													\$ 21,169.00



Gold Hill Mesa Metropolitan District - 2024 Additional Services Available

Description of Additional Service	Per Hour
Snow Plow Truck	\$ 120.00
Snow Loader 48" Blade	\$ 115.00
Sanding Truck (plus materials)	\$ 110.00
Ic Slicer Per Ton	\$ 240.00
Street Clean Up (After The Storm)	\$ 50.00
Snow Shoveling Labor	\$ 58.00
Ice Melt Install	\$ 58.00
Ice Melt (Mag Chloride) Per Pound	\$ 0.69
Skid W/Pusher 72"	\$ 130.00
Skid W/8-10' Pusher	\$ 160.00
Winter Watering Service (plus gals. Water)	\$ 52.00
Metered Water (per gallon)	\$ 0.04
Turn or Replace Mulch Labor	\$ 50.00
New Mulch Per sqft	\$ 1.55
Tree Trimming Above 12' (plus dump fee)	\$ 54.00
Sprinkler Tech per hour	\$ 65.00
Truck Charge 1st Hr. Only	\$ 20.00
Lighting Checks (plus material)	\$ 52.00
Christmas Lights (Please Call The Office)	\$ -
Bucket Truck Work	\$ 110.00

Rick Peters - MAINTENANCE MANAGER **W.** 719-635-8585 **C.** 719-238-6209 **EMAIL.** rpeters@robertsonlandscaping.com



2024 MOU Budget - Full Build-out*	Monthly					Annual Collected			
	# of Units	HOA	MD	MD	Total / Month	HOA Water Use Fee	MD	MD	Total
		Water Use Fee**	Underdrain Inspect / Maintenance ***	Operational Support ****			Underdrain Inspect / Maintenance	Operational Support	
GHM Townes	3	\$ 5.50	\$ -	\$ 19.05	\$ 24.55	\$ 198	\$ -	\$ 686	\$ 884
GHM Heirloom Townhomes Assoc	217	\$ 5.50	\$ -	\$ 19.05	\$ 24.55	\$ 14,322	\$ -	\$ 49,606	\$ 63,928
Townes at GHM Assoc (Condos)	22	\$ 5.50	\$ -	\$ 19.05	\$ 24.55	\$ 1,452	\$ -	\$ 5,029	\$ 6,481
GHM Neighborhood Assoc	379	\$ 8.58	\$ 12.00	\$ 29.72	\$ 50.30	\$ 39,022	\$ 54,576	\$ 135,157	\$ 228,755
Total	621					\$ 54,994	\$ 54,576	\$ 190,479	\$ 300,049

* Figures assume full build-out will not occur for 2024 as there will still be 6 lots without homes built on them. Full build-out will have 385 homes for Neighborhood HOA

** HOA's use metro district irrigation water for irrigating the landscaping between the sidewalk and the front of each home. HOA water use and MD Ops support for landscaping and snow removal was agreed to be split between attached/detached homes reduced from 2 to 1.56 for GHM Neighborhood HOA. Savings for 2023 was used to increase underdrain expense for inspection port raising for 2023.

*** The Single Family homes are the ones that utilize the underdrain system. Thus, a monthly fee is assessed in quantity sufficient to fund annual inspections, cleanings and repair. Normally \$12 figure was increased to \$13.87 to handle enhancements.



RESOLUTION
GOLD HILL MESA METROPOLITAN DISTRICT NO. 1

A RESOLUTION SUMMARIZING REVENUES AND EXPENDITURES, ADOPTING A BUDGET, AND APPROPRIATING SUMS OF MONEY TO THE FUNDS AND IN THE AMOUNTS SET FORTH HEREIN FOR THE GOLD HILL MESA METROPOLITAN DISTRICT NO. 1 (THE “DISTRICT”), EL PASO COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2024, AND ENDING ON THE LAST DAY OF DECEMBER 2024

WHEREAS, the Board of Directors of the District has authorized its consultants to prepare and submit a proposed budget to said governing body at the proper time;

WHEREAS, the proposed budget has been submitted to the Board of Directors of the District for its consideration;

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held November 16, 2023 and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF GOLD HILL MESA METROPOLITAN DISTRICT NO. 1, EL PASO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO:

Section 1. Budget Revenues. That the estimated revenues for each fund as more specifically set out in the budget attached hereto are accepted and approved.

Section 2. Budget Expenditures. That estimated expenditures for each fund as more specifically set out in the budget attached hereto are accepted and approved.

Section 3. Adoption of Budget. That the budget as submitted and attached and incorporated herein by this reference, and if amended, then as amended, is hereby approved and adopted as the budget of District for the year stated above.

Section 4. Levy of General Property Taxes. None.

Section 5. Mill Levy. None.

Section 6. Property Tax and Fiscal Year Spending Limits. That, being fully informed, the Board finds that the foregoing budget and mill levies do not result in a violation of any applicable property

tax or fiscal year spending limitation.

Section 7. Appropriations. That the amounts set forth as expenditures and balances remaining, as specifically allocated in the budget attached hereto, are hereby appropriated from the revenues of each fund, to each fund, for the purposes stated and no other.

ADOPTED AND APPROVED this 16^h day of November 2023

DISTRICT
BOARD OF DIRECTORS

By: _____
President

ATTEST:

Secretary

GOLD HILL MESA METROPOLITAN DISTRICT NO. 1
2024 BUDGET
GENERAL FUND

	2022 ACTUAL	2023 ACTUAL <i>AS OF 9/26/2023</i>	2023 AMEND/PROJ	2023 BUDGET	2024 BUDGET
GENERAL FUND: BEGINNING BALANCE	\$ 249,066	\$ 318,555	\$ 318,555	\$ 278,138	\$ 258,484
REVENUE					
OTHER REVENUE	\$ 2,359				
IGA REVENUE - DISTRICT #2	\$ 242,299	\$ 186,539	\$ 239,663	\$ 247,268	\$ -
HOMWONERS FEE	\$ 345,135	\$ 281,090	\$ 375,046	\$ 375,046	
INSURANCE PROCEEDS	\$ 14,336				
TOTAL REVENUES	\$ 604,129	\$ 467,629	\$ 614,709	\$ 622,314	\$ -
TOTAL REVENUE & FUND BALANCE	\$ 853,195	\$ 786,184	\$ 933,264	\$ 900,452	\$ 258,484
EXPENDITURES					
GENERAL & ADMINISTRATIVE					
ACCOUNTING	\$ 46,676	\$ 13,131	\$ 13,131	\$ 40,000	
AUDIT	\$ 9,275	\$ 16,624	\$ 16,624	\$ 9,900	
DIRECTORS' FEE				\$ -	
DUES & LICENSES	\$ 1,317	\$ 1,258	\$ 1,258	\$ 1,500	\$ -
INSURANCE	\$ 14,999	\$ 900	\$ 1,100	\$ 12,500	\$ 1,500
DISTRICT MANAGEMENT	\$ 59,856	\$ 55,667	\$ 85,667	\$ 38,000	
LEGAL SERVICES	\$ 14,418	\$ 12,042	\$ 17,000	\$ 17,250	\$ 10,000
MISCELLANEOUS	\$ 1,170	\$ 116		\$ 2,000	\$ -
ELECTION EXPENSE			\$ -	\$ 7,000	\$ -
CONTINGENCY				\$ 9,850	\$ 10,000
REPAYMENT OF DEVELOPER ADVANCE			\$ 100,000	\$ 100,000	\$ 100,000
OPERATIONS & MAINTNEANCE					
REPAIRS & MAINTNEANCE	\$ 58,827	\$ 80,810	\$ 90,000	\$ 60,000	
LANDSCAPE - TREE REPLACEMENT		\$ 10,000	\$ 45,000	\$ 45,000	
LANDSCAPE MAINTNEANCE	\$ 123,534	\$ 132,918	\$ 150,000	\$ 150,000	
UTILITIES	\$ 168,173	\$ 79,194	\$ 120,000	\$ 148,000	
SNOW REMOVAL	\$ 8,555	\$ 888	\$ 10,000	\$ 10,000	
UNDERDRAINAGE	\$ 27,840		\$ 25,000	\$ 72,000	
TOTAL EXPENDITURES	\$ 534,640	\$ 403,548	\$ 674,780	\$ 723,000	\$ 121,500
TRANSFERS OUT					\$ 40,000
TOTAL EXPENDITURES & TRANSFERS OUT	\$ 534,640	\$ 403,548	\$ 674,780	\$ 723,000	\$ 161,500
GENERAL FUND: ENDING BALANCE	\$ 318,555	\$ 382,636	\$ 258,484	\$ 177,452	\$ 96,984
EMERGENCY RESERVE	\$ -	\$ -	\$ -	\$ 21,690.00	\$ 4,845.00
OPERATIONS RESERVE (6 MONTHS OF 2024 ESTIMATED EXPENDITURES)				\$ 158,752.00	\$ 60,750
TOTAL RESERVE	\$ -			\$ 180,442.00	\$ 65,595

DRAFT

**GOLD HILL MESA METROPOLITAN DISTRICT NO. 1
2024 BUDGET**

CAPITAL RESERVE FUND

	2022 ACTUAL	2023 ACTUAL	2023 AMEND/PROJ	2023 BUDGET	2024 BUDGET
REVENUE FUND 1: BEGINNING BALANCE	\$ -			\$ -	\$ -
REVENUES					
DEVELOPER ADVANCE	\$ 366,595			\$ -	
IGA REVENUE DISTRICT NO. 2	\$ 8,637,346				
TOTAL REVENUES	\$ 9,003,941			\$ -	\$ -
TOTAL REVENUE & FUND BALANCE	\$ 9,003,941			\$ -	\$ -
EXPENDITURES					
CAPITAL PROJECTS				\$ -	
REPAY DEVELOPER ADVANCE				\$ -	
CAPITAL OUTLAY	\$ 9,003,941			\$ -	
TOTAL EXPENDITURES	\$ 9,003,941			\$ -	\$ -
REVENUE FUND: ENDING BALANCE	\$ -			\$ -	\$ -

DRAFT

RESOLUTION
GOLD HILL MESA METROPOLITAN DISTRICT NO. 2

A RESOLUTION SUMMARIZING REVENUES AND EXPENDITURES, ADOPTING A BUDGET, AND APPROPRIATING SUMS OF MONEY TO THE FUNDS AND IN THE AMOUNTS SET FORTH HEREIN FOR THE GOLD HILL MESA METROPOLITAN DISTRICT NO. 2 (THE “DISTRICT”), EL PASO COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2024, AND ENDING ON THE LAST DAY OF DECEMBER 2024 AND AMENDING THE 2023 BUDGET..

WHEREAS, the Board of Directors of the District has authorized its consultants to prepare and submit a proposed budget to said governing body at the proper time;

WHEREAS, the proposed budget has been submitted to the Board of Directors of the District for its consideration;

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held November 16, 2023 and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF GOLD HILL MESA METROPOLITAN DISTRICT NO. 2, EL PASO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO:

Section 1. Budget Revenues. That the estimated revenues for each fund as more specifically set out in the budget attached hereto are accepted and approved.

Section 2. Budget Expenditures. That estimated expenditures for each fund as more specifically set out in the budget attached hereto are accepted and approved.

Section 3. Adoption of Budget. That the budget as submitted and attached and incorporated herein by this reference, and if amended, then as amended, is hereby approved and adopted as the budget of District for the year stated above and the 2023 budget is approved aa amended.

Section 4. Levy of General Property Taxes. That the foregoing budget indicated that the amount of money necessary to balance the budget for Bonds and Interest is \$15,647 and that the amount of money necessary to balance the budget for operations and maintenance is \$5,215. That the valuation for assessment, based on the net taxable assessed valuation as certified by the El Paso County Assessor is \$458,857.

Section 5. Mill Levy. That for the purposes of meeting all Bond and Interest payments of the District there is hereby levied a tax of 34.099 mills upon each dollar of the total valuation of assessment of all taxable property within the District. That for the purposes of meeting all costs of operations and maintenance of the District there is hereby levied a tax of 11.306 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 6. Property Tax and Fiscal Year Spending Limits. That, being fully informed, the Board finds that the foregoing budget and mill levies do not result in a violation of any applicable property tax or fiscal year spending limitation.

Section 7. Certification. The District's agents are hereby authorized and directed to immediately certify to the County Commissioners of El Paso County, Colorado, the mill levies for the District hereinabove determined and set.

Section 8. Appropriations. That the amounts set forth as expenditures and balances remaining, as specifically allocated in the budget attached hereto, are hereby appropriated from the revenues of each fund, to each fund, for the purposes stated and no other.

ADOPTED AND APPROVED this 16th day of November 2023.

DISTRICT
BOARD OF DIRECTORS

By: _____
President

ATTEST:

Secretary

GOLD HILL MESA METROPOLITAN DISTRICT NO. 2

2024 BUDGET

GENERAL FUND

	2022 BUDGET	2023 ACTUAL 9/26/2023	2023 PROJECTED	2023 BUDGET	2024 BUDGET
GENERAL FUND: BEGINNING BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUE					
PROPERTY TAX	\$ 3,234	\$ 2,853	\$ 3,237	\$ 3,237	\$ 5,215
SPECIFIC OWNERSHIP TAX	\$ 19,228	\$ 9,598	\$ 15,885	\$ 20,384	\$ 20,440
DELINQUENT TAX & INTEREST		\$ 4			
URBAN RENEWAL TIF	\$ 216,754	\$ 177,194	\$ 223,691	\$ 223,691	\$ 286,785
HOMEOWNERS FEE					\$ 300,000
INTEREST INCOME	\$ -	\$ -	\$ -	\$ 5	
OTHER REVENUE	\$ -	\$ -	\$ -	\$ 1,200	\$ 40,000
TOTAL REVENUES	\$ 239,216	\$ 189,649	\$ 242,813	\$ 248,517	\$ 652,441
TOTAL REVENUE & FUND BALANCE	\$ 239,216	\$ 189,649	\$ 242,813	\$ 248,517	\$ 652,441
EXPENDITURES					
GENERAL & ADMINISTRATIVE					
AUDIT					\$ 10,200
BANK FEES		\$ 116	\$ 150		\$ 200
COUNTY TREASURER'S FEE	\$ 49	\$ 43	\$ 49	\$ 49	\$ 261
DISTRICT MANAGEMENT					\$ 96,000
DUES & LICENSES					\$ 1,500
IGA EXPENSE - DISTRICT #1	\$ 239,167	\$ 186,539	\$ 239,663	\$ 247,268	
INSURANCE		\$ 2,951	\$ 2,951		\$ 13,000
LEGAL SERVICES					\$ 20,000
CONTINGENCY	\$ -	\$ -	\$ -	\$ 1,200	
OPERATIONS & MAINTENANCE					
REPAIRS & MAINTENANCE					\$ 70,000
LANDSCAPE - TREE REPLACEMENT					\$ 45,000
LANDSCAPE MAINTENANCE					\$ 150,000
UTILITIES					\$ 150,000
SNOW REMOVAL					\$ 10,000
UNDERDRAINAGE					\$ 68,120
TOTAL EXPENDITURES	\$ 239,216	\$ 189,649	\$ 242,813	\$ 248,517	\$ 634,281
TRANSFERS OUT					
TOTAL EXPENDITURES & TRANSFERS OUT	\$ 239,216	\$ 189,649	\$ 242,813	\$ 248,517	\$ 634,281
GENERAL FUND: ENDING BALANCE	\$ -	\$ -	\$ -	\$ -	\$ 18,160
EMERGENCY RESERVE (TABOR 3%)	\$ -	\$ -	\$ 7,284.39	\$ 7,455.51	\$ 19,028.42
OPERATIONS RESERVE (6 MONTHS OF 2024 ESTIMATED EXPENDITURES)			\$ 158,752.00	\$ 124,259	\$ 317,140
TOTAL RESERVE			\$ 166,036.39	\$ 131,714	\$ 336,169
ASSESSED VALUATION (000'S)	17,405,290	17,933,930	17,933,930	17,933,930	\$ 22,942,830
TIF ADJUSTED AV	292,770	284,810	284,810	284,810	\$ 458,857
MILL LEVY - O&M	11.047	11.366	11.366	11.366	11.366
MILL LEVY - DEBT	33.140	34.099	34.099	34.099	34.099
MILL LEVY - TOTAL	44.187	45.465	45.465	45.465	45.465

DRAFT

**GOLD HILL MESA METROPOLITAN DISTRICT NO. 2
2024 BUDGET**

DEBT SERVICE FUND

	2022 ACTUAL	2023 ACTUAL <i>9/26/2023</i>	2023 PROJECTED	2023 BUDGET	2024 BUDGET
REVENUE FUND 1: BEGINNING BALANCE	\$ 1,367,383	\$ 1,082,190	\$ 1,082,190	\$ 1,082,190	\$ 1,062,783
REVENUES					
PROPERTY TAXES	\$ 9,703	\$ 11,413	\$ 12,000	\$ 9,712	\$ 15,647
SPECIFIC OWNERSHIP	\$ 57,681	\$ 38,393	\$ 61,152	\$ 61,152	\$ 1,095
DELINQUENT INTERST & TAXES		\$ 1	\$ 1		
INTEREST INCOME	\$ 2			\$ -	
FACILITTIES FEES					
URBAN RENEWAL TIF	\$ 1,450,589	\$ 1,497,010	\$ 1,497,010	\$ 1,497,010	\$ 1,904,255
BOND PROCEEDS	\$ 17,876,832				
TOTAL REVENUES	\$ 19,394,807	\$ 1,546,817	\$ 1,570,163	\$ 1,567,874	\$ 1,920,997
TOTAL REVENUE & FUND BALANCE	\$ 20,762,190	\$ 2,629,007	\$ 2,652,353	\$ 2,650,064	\$ 2,983,780
EXPENDITURES					
GENERAL ADMINISTRATIVE					
COUNTY TREASURER'S FEES	\$ 146		\$ 145	\$ 146	\$ 235
MISCELLANEOUS	\$ 200		\$ -	\$ 200	
IGA EXPENSE - DISTRICT #1	\$ 8,637,346				
PAYING AGENT FEES	\$ 6,000		\$ 7,000	\$ 7,000	\$ 7,000
DEBT SERVICE					
BOND INTEREST - SERIES 2011C	\$ 84,986				
LOAN INTEREST - SERIES 2015	\$ 76,721				
BOND INTEREST - SERIES 2011D	\$ 359,620				
BOND INTEREST - SERIES 2022A	\$ 313,719	\$ 613,075	\$ 613,075	\$ 613,075	\$ 582,825
BOND INTEREST - SERIES 2022B	\$ 176,242	\$ 329,350	\$ 329,350	\$ 329,350	\$ 326,900
BOND PRINCIPAL - SERIES 2011C	\$ 1,965,000				
LOAN PRINCIPAL - SERIES 2015	\$ 4,855,000				
BOND PRINCIPAL - SERIES 2011D	\$ 1,983,000				
BOND PRINCIPAL - SERIES 2022A	\$ 795,000	\$ 306,538	\$ 605,000	\$ 605,000	\$ 640,000
BOND PRINCIPAL - SERIES 2022B	\$ 142,000	\$ -	\$ 35,000	\$ 35,000	\$ 140,000
BOND ISSUANCE COSTS	\$ 271,185				
CONTINGENCY	\$ 13,835				
TOTAL EXPENDITURES	\$ 19,680,000.00	\$ 1,248,963.00	\$ 1,589,570.00	\$ 1,589,771.00	\$ 1,696,960
REVENUE FUND: ENDING BALANCE	\$ 1,082,190	\$ 1,380,044	\$ 1,062,783	\$ 1,060,293	\$ 1,286,820
DEBT SERVICE RESERVE	\$ 1,000,000				
TOTAL RESERVE	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -
ASSESSED VALUATION	17,405,290	17,933,930	17,933,930	17,933,930	\$ 22,942,830
TIF ADJUSTED AV	292,770	284,810	284,810	284,810	\$ 458,857
MILL LEVY - O&M	11.047	11.366	11.366	11.366	\$ 11.366
MILL LEVY - DEBT	33.140	34.099	34.099	34.099	\$ 34.099
MILL LEVY - TOTAL	44.187	45.465	45.465	45.465	\$ 45.465

DRAFT





RE: 2024 Annual Engagement Letter

This agreement constitutes a Statement of Work (“SOW”) and Original Service Agreement made by and between WSDM – District Managers and Gold Hill Mesa Metropolitan Districts 1 and 2 (“each respectively the District”). This engagement letters serves as a renewal to the service provided or additional service to be provided as prescribed below.

Management Services

1. Meeting and Reporting Services – WSDM will continue to provide the following services:
 - a. Coordinate Board meetings, prepare and distribute meeting agenda. Preparation, filing and posting of legal notices required in conjunction with the meeting.
 - b. Ensure meeting notices are properly and timely posted.
 - c. Contact Board members 72 hours prior to a scheduled meeting to ensure a quorum will be present. In the event of a cancelation of a meeting, contact and advise all parties of the cancelation and any changes to the meeting date, time and place, if available.
 - d. Meeting packets will be distributed by U.S. Mail and/or email, as determined by the Board
 - e. Prepare for and attend regular and special meetings of the Board.
 - f. Draft, revise and finalize the minutes of the meeting and circulate for review and comment to ensure all statutory requirements have been met.
 - g. Prepare and maintain a record of all Board members, consultants and vendors. Direct and oversee all service providers, consultants and employees.
 - h. Prepare and make annual compliance filings (but not judicial filings) with the various State and County officials, as required. Coordinate review and approval of annual compliance filings with the attorney.
 - i. Respond to inquiries made by various officials, property owners or consultants in a timely and professional manner.
 - j. Set up and maintain the official records of the District and service as official custodian for same pursuant to the Colorado Open Records Act.
 - k. Monitor requirements pertaining to HB 1343 (Illegal Aliens).
 - l. Insurance administration, including evaluating risks, comparing coverage, process claims, completing applications, monitoring expiration dates, processing routine written and telephone correspondence. Ensure that all District contractors and subcontractors maintain required coverage for the District's benefit. Obtain quotes for insurance annually.

- ~~2. Elections – Service as a Designated Election Official (DEO) for district elections with familiarity with various laws, including, but not limited to the Special District Act, the Colorado Local Government Election Code, the Uniform Election Code of 1992, to the extent not in conflict with the Colorado Local Government Election Code, and Article X, § 20 of the Colorado Constitution ("TABOR")~~
- ~~3. Construction Oversight – we may provide extensive construction management. Our current experience principals have funded and managed over \$100,000,000 in public infrastructure including roads, water, wastewater, electric, gas, telecommunications and stormwater facilities.~~
4. Website Administration – continue extensive experience with creating and updating the District websites, specifically including the State Internet Portal Authority funded sites (SIPA). Or continue hosting the district website under www.wsdistricts.co.
- ~~5. Employee management – management of full or part time employees including Operators in Responsible Control (ORC), field and operations employees, administrative employees, part time seasonal employees, Certified Pool Operators, etc. Maintain compliance with Human Resource aspects like; labor statutes, insurance, training, safety, etc. issues. Also, automated payroll services~~
- ~~6. Covenant enforcement and CCR Management – WSDM will continue to provide the following services:
 - ~~a. Management of Architectural Control Committees or Design Review Committees, including, but not limited to, coordination of meetings and preparation of meetings.~~
 - ~~b. Community inspections and review of proposed improvements or architectural requests.~~
 - ~~c. Provide enforcement of the recorded CCRs (Covenant, Conditions, and Restrictions) and Design Guidelines including, but not limited to, violation tracking and imposition of fines.~~~~
7. Insurance – WSDM will continue to be the liaison for the annual insurance renewal and payment, as well coordination for any insurance claims, as needed, and complete the annual insurance audit to ensure the district is properly covered.
8. Inclusion/ Exclusions of Property – WSDM will provide, assistance with Legal Counsel, to coordinate any property inclusions into the District Boundaries or any property exclusions out of the District Boundaries. Determine property eligibility, present to the Board for approval, and file with proper local governing body.

Accounting and bookkeeping

1. Standard Service – WSDM will continue to provide the following services (with a Certified Public Accountant):
 - a. Accounting:
 - i. Prepare monthly, quarterly and annual financial statements for the monthly meeting packets.
 - ii. Reconcile bank statements and trustee statements on a monthly basis.

- iii. Coordinate bank account setup and maintenance of signature cards.
 - iv. Prepare and file Continuing Disclosure Notices with the Trustee and other required parties. Coordinate review with legal counsel.
 - v. Coordinate capital project draws and requisitions.
 - vi. Prepare and review all payments of claims prior to release to ensure funds are available.
 - vii. Monthly review of all expenditures and coordinate preparation and distribution of same with the manager for the District to monitor the district is on track with the budget and appropriated expenditures.
- b. Accounts Payable:
- i. Receive and review invoices for accuracy and appropriateness for payment. Code the invoices in accordance with the budgeted line item.
 - ii. Prepare issuance of checks (or virtual checks) to be presented to the Board for approval and signatures. The claims (Payables) list will be included in the monthly meeting packets.
 - iii. Prepare funding requests, if required.
 - iv. Release checks to vendors when all approvals and funding have been received.
- c. Accounts Receivable:
- i. Process deposit of revenues
 - ii. Process bank charges and other miscellaneous accounts receivable matters.
- d. Financial Projections:
- i. Provide multi-year forecasting on Board request
 - ii. Provide a Utility consumption versus rate analysis, and possible water loss calculations
 - iii. Provide commercial billing and rate structure analysis.
- e. Budgets:
- i. Prepare annual budget and budget message for approval by the Board and coordinate with legal counsel for same.
 - ii. Prepare or assist in the preparation of supplemental and/or amended budgets and accompanying documents, if required.
 - iii. Prepare and assist in the compliance of filing the annual Budget, or amendment, as needed.
- f. Audits:
- i. Obtain proposals for conducting the annual audit for consideration at budget hearing meeting. Proposals should be included in the meeting packet.
 - ii. Coordinate and participate in audit bids, engagements, fieldwork and audit draft review.
 - iii. Assist the auditor in performing the annual audit, to accomplish timely completion and filing by statutory deadline.
 - iv. Help present the Annual Audit for approval by the Board to be file din compliance with State, local, and federal requirements.
- g. Bonds:
- i. Monitor and comply with Bond documents, State Statute, and Auditing requirements
 - ii. Transfer debt obligated funds to correct Reserve Funding accounts as applicable

- iii. Coordinate principal and interest payments as required by the governing documents.
- iv. Coordinate with Bond counsel to issue bonds as directed by the Board of Directors
- v. Coordinate the proper compliance filing including but not limited to the DLG-30, etc.
- h. Developer Reimbursements/ Advances:
 - i. Coordinate with Developers to ensure all advances are received, tracked, or accounted for to fund the district as needed.
 - ii. Monitor and comply with Developer Reimbursement agreements and Auditing requirements
 - iii. Coordinate principal and interest payments required by the Reimbursement agreement

Billing and Collections

1. Standard Services—WSDM will continue to utilize the Continental Utility Solutions, Inc. (CUSI) billing software for the residents, BILL billing software, or QuickBooks billing software—as seen applicable.
 - ~~a. CUSI system is compatible with the Automatic Meter Reading (AMR), Badger Beacon systems as well as state of the art integration with direct payment options (Customer Web Portals, ACH, and Credit Card).~~
2. Additional Standard Services will include:
 - ~~a. Provide resolution of re-reads for meter reads, if necessary.~~
 - ~~b. Customize billing system to download meter readings directly into accounting software to allow for automatic updates to customer accounts.~~
 - ~~c. Produce and transmit customer invoices to a mailing facility or perform the mailing in house, whichever is more economical.~~
 - d. Process and make daily deposits of all receipts mailed directly to the billing company, as necessary.
 - ~~e. Communicate with customers and transmit Automated Clearing House ("ACH") authorization forms allowing the District to initiate an ACH withdrawal of the customer bill directly from their checking or savings account. Initiate ACH batches using dual controls.~~
 - ~~f. Coordinate and provide correspondence regarding terminations, delinquencies, payment plans and shut off notices in compliance with the District's collection policies and in coordination with the District's legal counsel.~~
 - ~~g. Process payoff requests from title company for closings and set up new ownership information.~~
 - ~~h. Collect transfer fee due upon the transfer of an account or property.~~
 - ~~i. Process payment arrangements for customers facing economic hardship at the direction of the Board.~~
 - j. Process and transmit delinquent notices.
 - ~~k. Process shutoff notices and direct the District's operator to proceed with shutoff.~~

- ~~l. Certify delinquent accounts with the County, as applicable, in coordination with the District's legal counsel.~~
- ~~m. Coordinate processing of statements of liens with the District's legal counsel, and release of liens as account are paid current.~~
- n. Respond to customer calls and inquiries in a timely and professional manner.
- ~~o. Track tap fee payments and coordinate with the Water Operator to provide installation of a new Tap for water utility.~~

Customer Service

- 1. WSDM will continue to provide customer service support by phone, email, social media, and text messaging, and fax to help all customers with their inquiries, questions, or request for information.
- 2. WSDM will continue to provide access to a 24-hour emergency number at 719-447-4840.
- ~~3. WSDM will continue to collaborate with security teams and monitor any security camera's as needed.~~
- 4. All customer inquires will have a response to them within 1 hour during regular business hours or immediately the following business day, if not an emergency.

Hourly Rates

WSDM will continue to provide all applicable services as listed to the District at a monthly cost or not to exceed contractual monthly limit of **\$8,000 month.**

Principal	\$225.00
Senior Manager	\$180.00
Senior Accountant (CPA)	\$190.00
Assistant Manager	\$150.00
Bookkeeper	\$ 75.00
Administrative/ Supporting Staff	\$ 50.00

- *Signature Page to Follow* -

Thank you,



Kevin Walker,
President of WSDM

APPROVED AS SIGNED:

Signature

Title

Date

