



**GOLD HILL MESA METROPOLITAN DISTRICT NOS. 1 and 2**  
**Special Joint Board Meeting**  
**Thursday, October 12, 2023 – 3:00 p.m.**



*This meeting will also be held via video-teleconferencing 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

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**Gold Hill Mesa Metropolitan District No. 1**

<b>Board of Director</b>	<b>Title</b>	<b>Term</b>
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**

<b>Board of Director</b>	<b>Title</b>	<b>Term</b>
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 the July 20, 2023, Board meeting minutes (enclosed)
5. Public Comment for Items Not on the Agenda (3-minute limit per person)
6. Management Matters
  - a. Insurance Update
  - b. Discuss Retaining Wall in Filing 5
  - c. Discuss the status of Tract A Gold Hill Mesa Filing No 7A re-plat
  - d. Discuss Curb and Irrigation Damage on Lady Campbell
7. Legal Matters
  - a. Review and consider adoption of District No. 1 transfer of property to District No. 2 (enclosure)

8. Financial Matters

- a. Review the August 31, 2023 Unaudited Financial Statements (enclosed)
- b. Ratify and approve payables through the period ending September 21, 2023 (enclosed)
- c. Discuss Assessed Valuation Memo (enclosed)
- d. Discuss 2024 Budget Draft (distributed under separate cover)
- e. Update on Turf Replacement Grant

9. Landscape Matters

- a. Discuss tree lawn status in Townes at Gold Hill Mesa
- b. Review and consider approval for mulch and rock refreshment proposals (enclosure)
- c. Review and consider approval for mulch conversion proposals (enclosure)
- d. Review and consider approval for Maple tree replacement at Community Center (enclosure)
- e. Review and consider approval for Stump Removal and Tree Replacement (enclosure)
- f. Review and consider approval for Dead Tree Removal and Replacement (enclosure)
- g. Review and consider approval for Dead Tree Removal only (enclosure)
- h. Review Filing 10 Dead Tree Replacement (enclosure)
- i. Review the Brightview Quality Site Assessment (enclosure)
- j. Review and consider approval for Split Rail Fence at 1105 Lady Campbell (enclosure)
- k. Review and consider approval for Split Rail Fence along 21<sup>st</sup> St (enclosure)
- l. Discuss Erosion concern on SE of District end of Lady Campbell
  - i. Review and consider approval for erosion control proposal (enclosure)
- m. Review and consider approval for curb and concrete repair (enclosure)
- n. Review and consider approval for dog waste station replacement (enclosure)
- o. Discuss and Review Tree Replacement Memo (enclosure)
- p. Discuss Dog Stations and Conditions Concern (enclosure)

10. Adjourn:

- 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.



**JOINT MINUTES OF THE SPECIAL BOARD MEETING  
OF THE BOARD OF DIRECTORS OF THE  
GOLD HILL MESA METROPOLITAN DISTRICT NOS. 1 AND 2  
HELD JULY 20, 2023  
AT 9:00 AM**

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, July 20, 2023, at 9:00 a.m., at 142 S. Raven Mine Drive, Suite 100, Colorado Springs, CO, 80905, and via tele/videoconference:

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

Attendance

In attendance were Directors:

Stephanie Edwards

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

Heather Smith, WSDM District Managers

Braden Hammond, BiggsKofford

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 9:04 AM.
2. Declaration of Quorum/Director Qualifications/ Disclosure Matters: Ms. Harris confirmed a quorum was present and the disclosures were properly filed.
3. Approval of Agenda: Director Olson moved to approve the Agenda; seconded by Director Brinton. Motion passed unanimously.
4. Approval of May 18, 2023 Board Meeting Minutes: After review, Director Olson moved to approve the May 18, 2023 Board Meeting Minutes; seconded by Director Burns. Motion passed unanimously.
5. Review and Consider Approval of the 2022 Audit and Presentation: Braden Hammond with BiggsKofford presented the 2022 Audit for Districts 1 and 2. He noted they expect to issue an unqualified opinion which is the highest level of assurance they can provide on the financial statements. After review, Director Olson moved to approve the 2022 Audit as presented; seconded by Director Burns. Motion passed unanimously.
6. Public Comment: There was no public comment.
7. Management Matters
  - a. Discuss Meet N Greet held in June: Ms. Harris reported the June Meet N Greet was very successful.

- b. Discuss concrete fence around Villa Da Mesa: The Board discussed the concrete fence around Villa Da Mesa. Ms. Harris noted the wall is still owned by the developer and discussed with the Board which nearby metro district it will be conveyed to. Ms. Harris will work on locating the past agreement regarding the wall.
- c. Discuss retaining wall behind single family in Filing No. 5: Ms. Harris reported the retaining wall is owned by the District but not listed on the insurance. Ms. Harris noted she can have the wall added to insurance but the HOA plans to collect a fee for wall maintenance. The Board discussed having the wall insured because it is on District property. The Board discussed drafting an agreement with the HOA but took no action.
- d. Insurance Update: Ms. Harris reported she is working on finalizing the landscaping valuation and information for insurance.
- e. Discuss vole and mole concern: Ms. Harris and the Board discussed the vole and mole concerns on the hillside. The Board discussed that the hill is too steep to be walking on and noted the voles and moles are a part of nature and have not yet caused a major nuisance. Board asked WSDM to get quotes for a split rail fence. President Edwards left the meeting due to another obligation.
- f. Discuss the status of Tract A Gold Hill Mesa Filing No 7A Re-plat: Mr. Walker requested the Board defer this item until the next meeting so that he can further investigate this matter.

#### 8. Legal Matters

- a. Discuss Service Notice for Foreclosure occurring in Townes at Gold Hill Mesa Community Association: Ms. Harris reported they received a service notice for a foreclosure occurring in Townes at Gold Hill Mesa. Mr. Susemihl explained that the District was named in the foreclosure action, so he filed the response with the court that the District has no interest or claim in the property except for the right to property taxes. A stipulation will be prepared by the plaintiff's counsel so the District will not have to participate in the suit.

#### 9. Financial Matters

- a. Review the 2023 Unaudited Financial Statements: Ms. Harris presented the 2023 Unaudited Financial Statements. After review, Director Olson moved to accept the 2023 Unaudited Financial Statements as presented; seconded by Director Burns. Motion passed unanimously.
- b. Review and approve payables through the period ending July 20, 2023: Ms. Harris presented the payables through the period ending July 20, 2023. After review, Director Olson moved to approve the payables as presented; seconded by Director Burns. Motion passed unanimously.
- c. Discuss District No. 2 Bond Highlights Memo: Ms. Harris presented a memo on the District No. 2 bond highlights.

#### 10. Landscape Matters

- a. Discuss tree lawn status in Townes at Gold Hill Mesa: Ms. Harris discussed the tree lawn status at Gold Hill Mesa and that BrightView is aware of the non-growing grass and plans to limit the activity on the lawn area to help the grass grow.
- b. Discuss native grass mowing schedule and possible changes: The Board discussed the native grass mowing schedule and agreed to reduce the mowing. Ms. Harris will reach out and notify landscapers of the change for 2024.
- c. Discuss and consider approval for Brightview Edging Replacement between 1105 Lady Campbell and Metro Open Space: After discussion, the Board directed Ms. Harris to get proposals for a split rail fence since edging would most likely be buried in the growth of native.
- d. Review and consider approval for Brightview Cap Stone Repair for the retaining wall: After discussion, Director Olson moved to approve the Brightview cap stone repair for the retaining wall; seconded by Director Burns. Motion passed unanimously.
- e. Review and consider approval for Brightview Streetscape Rock Replacement: Ms. Harris discussed the rock replacement proposal and noted she submitted an application for a water-wise landscaping

grant for replacing Kentucky bluegrass with rock and the plan would be for changing out the Tree Lawns with breeze material or rock for use of this grant.

- f. Review and consider approval for Brightview Mulch and Rock Refreshment: After review, the Board directed Ms. Harris to get additional proposals for this item.
- g. Review and consider approval for Brightview Stump Removal and Tree Replacement: The Board directed Ms. Harris to get additional proposals for this item.
- h. Review and consider approval for Brightview Dead Tree Removal and Replacement: The Board directed Ms. Harris to get additional proposals for this item.
- i. Review and consider approval for Brightview Dead Tree Removal only: The Board directed Ms. Harris to get additional proposals for this item.
- j. Review map of partly dead trees, dying or in need of trimming at a high height: Ms. Harris presented the map of trees.
- k. Review and consider approval for Brightview Pet Station Repair and Replacement: After review, Director Olson moved to approve the Brightview pet station repair and replacement; seconded by Director Burns. Motion passed unanimously.
- l. Review the Brightview Quality Site Assessment: Ms. Harris presented the Brightview Quality Site Assessment.

Ms. Smith noted she briefly spoke with the Colorado Bureau of Wildlife, and they stated that voles and moles are considered a heavy nuisance and are highly damaging and they recommended hiring a company to treat the area.

11. Adjourn: Director Olson moved to adjourn the meeting at 10:45 AM; seconded by Director Burns. Motion passed unanimously.
  - a. Next Regular Meeting Date – Scheduled for September 21, 2023, at 9:00 AM.

Respectfully Submitted,

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By: Recording Secretary



## QUITCLAIM DEED

Gold Hill Mesa Metropolitan District No. 1, a Colorado metropolitan district, whose mailing address is 142 S. Raven Mine, Suite 200, Colorado Springs, CO 80904, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby sells and quitclaims to Gold Hill Mesa Metropolitan District No. 2, a Colorado metropolitan district, whose address is 142 S. Raven Mine, Suite 200, Colorado Springs, CO., 80904 the following real property situated in the County of El Paso and State of Colorado to wit:

SEE ATTACHED LEGAL DESCRIPTIONS.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantors, either in law or equity, to the only proper use, benefit and behoof of the grantees, their heirs and assigns forever.

Signed this 21<sup>st</sup> day of September 2023.

GOLD HILL MESA METROPOLITAN DISTRICT NO. 1

\_\_\_\_\_  
BY: Stephanie Edwards, President

ATTEST:

\_\_\_\_\_

STATE OF COLORADO     )  
  ) ss:  
COUNTY OF EL PASO     )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of August 2023 by Stephanie Edwards as President and \_\_\_\_\_ as Secretary of Gold Hill Mesa Metropolitan District No. 1.

Witness my hand and official seal.

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

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

## LEGAL DESCRIPTIONS

TR D GOLD HILL MESA FIL NO 8  
TR C GOLD HILL MESA FIL NO 8  
TR B GOLD HILL MESA FIL NO 8  
TR IN NE & SEC 14-14-67 DESC AS FOLS: COM AT SELY COR LOT 1 GOLD HILL MESA FIL NO 3,  
TH N 12<24'05"W 2578.58 FT FOR POB, TH N 34<24'08"E 70.49 FT, TH ALG ARC OF CUR TO THE  
R HAVING A 80.0 FT RAD A C/A OF 40<32'30" AN ARC DIST 56.61 WHICH CHORD BEARS S  
75<52'07"E 55.43 FT, TH S 55<35'55"E 465.70 FT, S 05<27'39"E 89.88 FT, N 88<09'36"W 20.47 FT,  
N 00<49'23"W 7.93 FT, N 82<53'18"W 89.54 FT, N 73<43'14"W 110.32 FT, N 61<43'10"W 52.47 FT,  
N 50<35'10"W 86.91 FT, N 61<39'46"W 111.96 FT, N 36<52'14"W 75.0 FT N 06<23'06"W 29.89 FT, N  
17<24'47" W 36.16 FT TO POB  
TR A GOLD HILL MESA FIL NO 3  
TR D GOLD HILL MESA FIL NO 3  
TR C GOLD HILL MESA FIL NO 3  
TR A GOLD HILL MESA FIL NO 6  
TR B GOLD HILL MESA FIL NO 6  
TR C GOLD HILL MESA FIL NO 6  
TR E GOLD HILL MESA FIL NO 6  
TR: A GOLD HILL MESA FILING NO 9  
TR A GOLD HILL MESA FIL NO 10  
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TR C GOLD HILL MESA FIL NO 10  
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TR C GOLD HILL MESA FIL NO 7  
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TR D GOLD HILL MESA FIL NO 6  
TR A GOLD HILL MESA FIL NO 2A  
TR A HEIRLOOM AT GOLD HILL MESA FIL NO 7  
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TR H GOLD HILL MESA FIL NO 4  
TR I GOLD HILL MESA FIL NO 4  
TR A GOLD HILL MESA FIL NO 5  
TR B GOLD HILL MESA FIL NO 5  
TR B GOLD HILL MESA FIL NO. 2B  
TR A GOLD HILL MESA FIL NO 4  
TR D GOLD HILL MESA FIL NO 4  
TR E GOLD HILL MESA FIL NO 4  
TR F GOLD HILL MESA FIL NO 4  
TR E GOLD HILL MESA FIL NO 5  
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TR K GOLD HILL MESA FIL NO 5  
TR L GOLD HILL MESA FIL NO 5  
TR E GOLD HILL MESA FIL NO 7  
TR F GOLD HILL MESA FIL NO 7  
TR A GOLD HILL MESA FIL NO 7A  
TR A GOLD HILL MESA FIL NO 8



## Gold Hill Mesa Metropolitan District No. 1

## Balance Sheet

As of September 30, 2023

	Sep 30, 23
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
First Bank Checking	162,777.07
Total Checking/Savings	162,777.07
Accounts Receivable	
Accounts Receivable	7,394.40
Total Accounts Receivable	7,394.40
Other Current Assets	
Due From Other Districts	39,724.00
Prepaid Insurance	14,263.00
Total Other Current Assets	53,987.00
Total Current Assets	224,158.47
<b>TOTAL ASSETS</b>	<b>224,158.47</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Current Liabilities	
Accounts Payable	
Accounts Payable	9,436.51
Total Accounts Payable	9,436.51
Total Current Liabilities	9,436.51
<b>Total Liabilities</b>	<b>9,436.51</b>
<b>Equity</b>	
Fund Balance - O&M	249,065.92
Retained Earnings	69,512.02
Net Income	-103,855.98
Total Equity	214,721.96
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>224,158.47</b>

# Gold Hill Mesa Metropolitan District No. 1

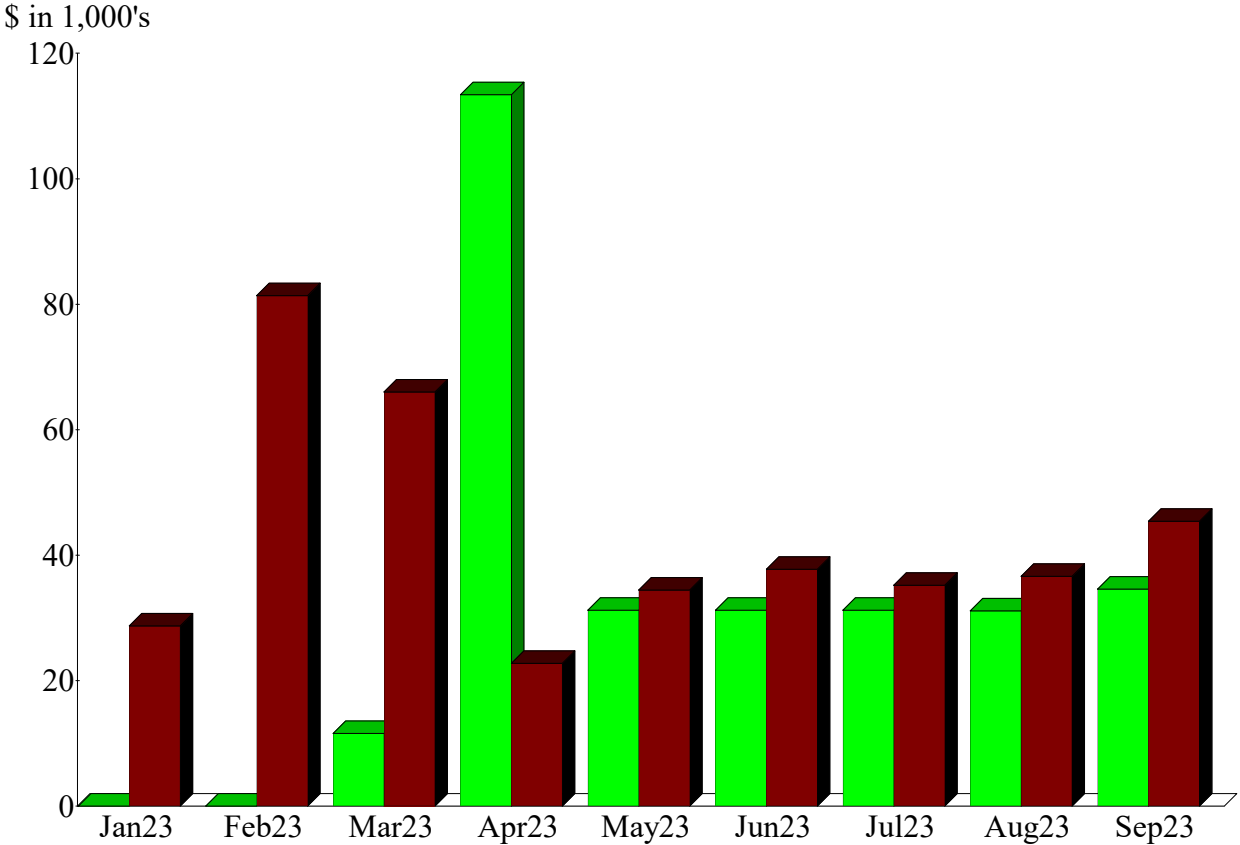
## Profit & Loss Budget vs. Actual

January through September 2023

	TOTAL				
	Sep 23	Jan - Sep 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
Homeowners Fee	34,590.86	284,521.74	375,046.00	-90,524.26	75.86%
Intergvtmt Rev - District #2	0.00	0.00	247,268.00	-247,268.00	0.0%
Total Income	34,590.86	284,521.74	622,314.00	-337,792.26	45.72%
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	9.99	125.99			
Contingency	0.00	0.00	9,850.00	-9,850.00	0.0%
District Management	7,500.00	63,166.83	38,000.00	25,166.83	166.23%
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	0.00	900.00	12,500.00	-11,600.00	7.2%
Legal	0.00	12,042.22	17,250.00	-5,207.78	69.81%
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	7,509.99	107,247.72	238,000.00	-130,752.28	45.06%
Operations & Maintenance					
Landscape - Maintenance	0.00	118,721.65	150,000.00	-31,278.35	79.15%
Landscape - Tree Replacement	0.00	0.00	45,000.00	-45,000.00	0.0%
Repairs & Maintenance	13,942.14	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	292.95	4,219.62			
Underdrainage	0.00	0.00	72,000.00	-72,000.00	0.0%
Utilities	23,655.00	74,992.05	148,000.00	-73,007.95	50.67%
Total Operations & Maintenance	37,890.09	281,130.00	485,000.00	-203,870.00	57.97%
Total Expense	45,400.08	388,377.72	723,000.00	-334,622.28	53.72%
Net Ordinary Income	-10,809.22	-103,855.98	-100,686.00	-3,169.98	103.15%
Net Income	-10,809.22	-103,855.98	-100,686.00	-3,169.98	103.15%

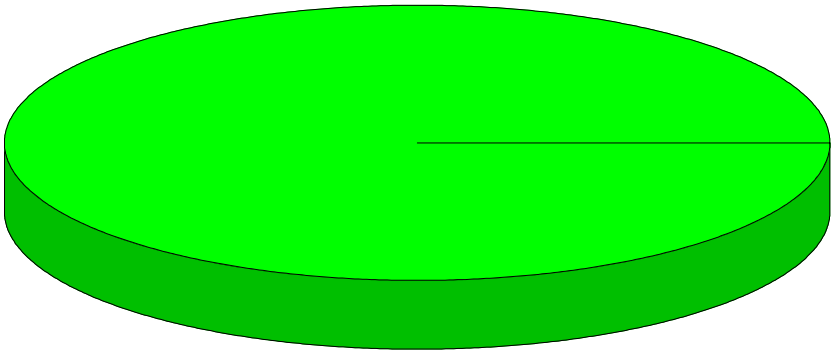
Income and Expense by Month  
January through September 2023

Income  
Expense



Income Summary  
January through September 2023

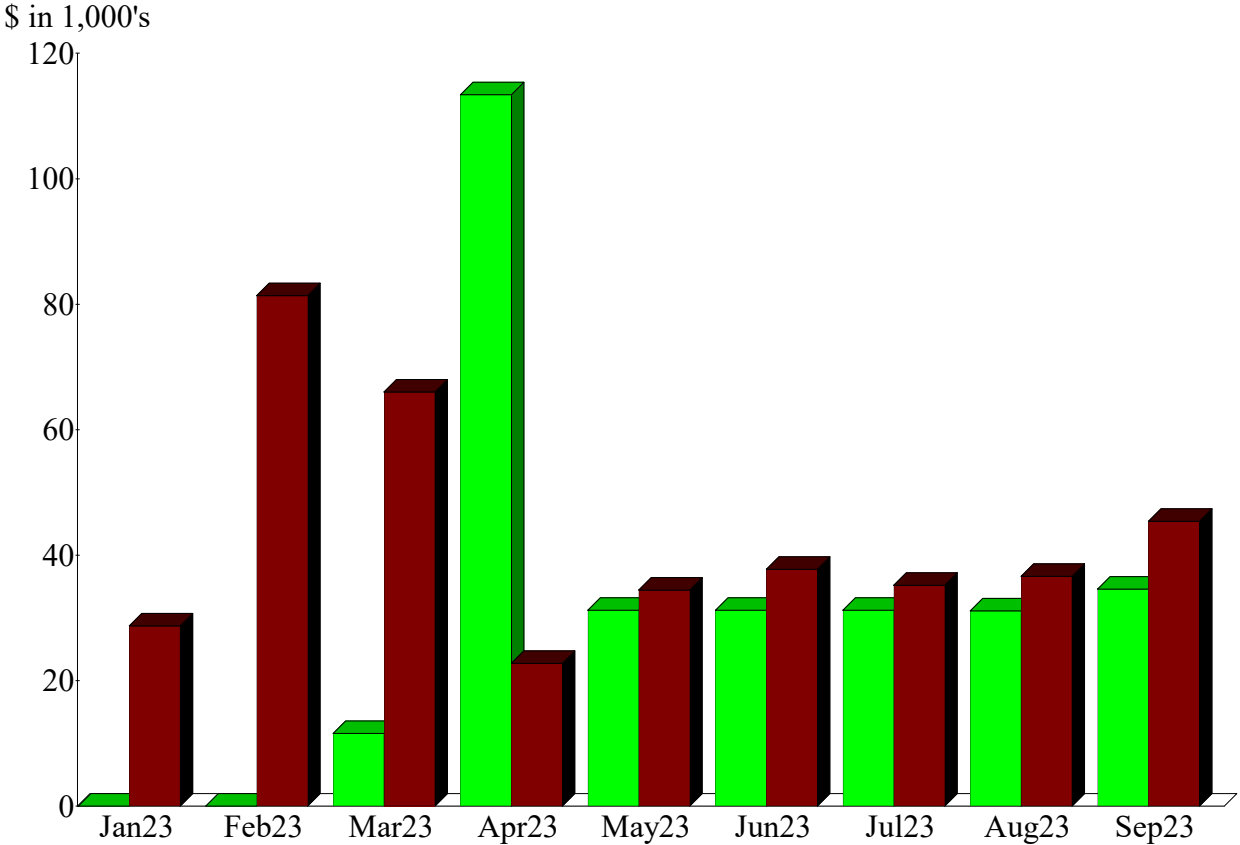
Homeowners Fee	100.00%
Total	\$284,521.74



By Account

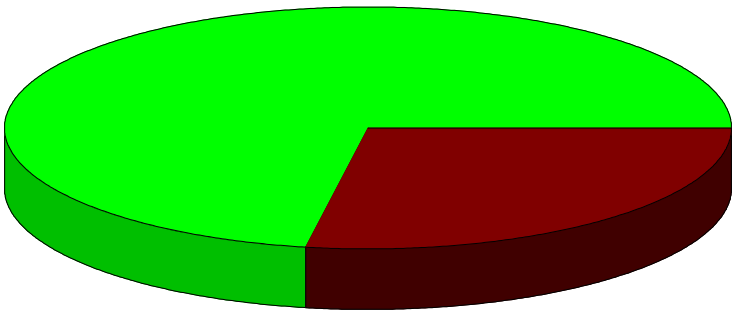
Income and Expense by Month  
January through September 2023

Income  
Expense



Expense Summary  
January through September 2023

Operations & Maintenance	72.39%
General & Administrative	27.61
Total	\$388,377.72



By Account

## Gold Hill Mesa Metropolitan District No. 2

## Balance Sheet

As of September 30, 2023

	Sep 30, 23
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
First Bank Checking	1,817,838.76
UMB Senior Bond Fund - 8486.1	932.63
UMB Reserve Fund - 8486.2	1,021,608.59
UMB Sub Bond 8487-1	125.56
UMB Sub Project Fund - 8487.2	1,922.91
Total Checking/Savings	2,842,428.45
Other Current Assets	
Property Tax Receivable - O&M	383.68
Total Other Current Assets	383.68
Total Current Assets	2,842,812.13
<b>TOTAL ASSETS</b>	<b>2,842,812.13</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	9,721.40
Total Accounts Payable	9,721.40
Other Current Liabilities	
Due to District 1	39,723.75
Deferred Prop Tax Rev - O&M	383.68
Total Other Current Liabilities	40,107.43
Total Current Liabilities	49,828.83
Total Liabilities	49,828.83
Equity	
Fund Balance - Debt	1,367,383.08
Retained Earnings	-105,841.20
Net Income	1,531,441.42
Total Equity	2,792,983.30
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>2,842,812.13</b>

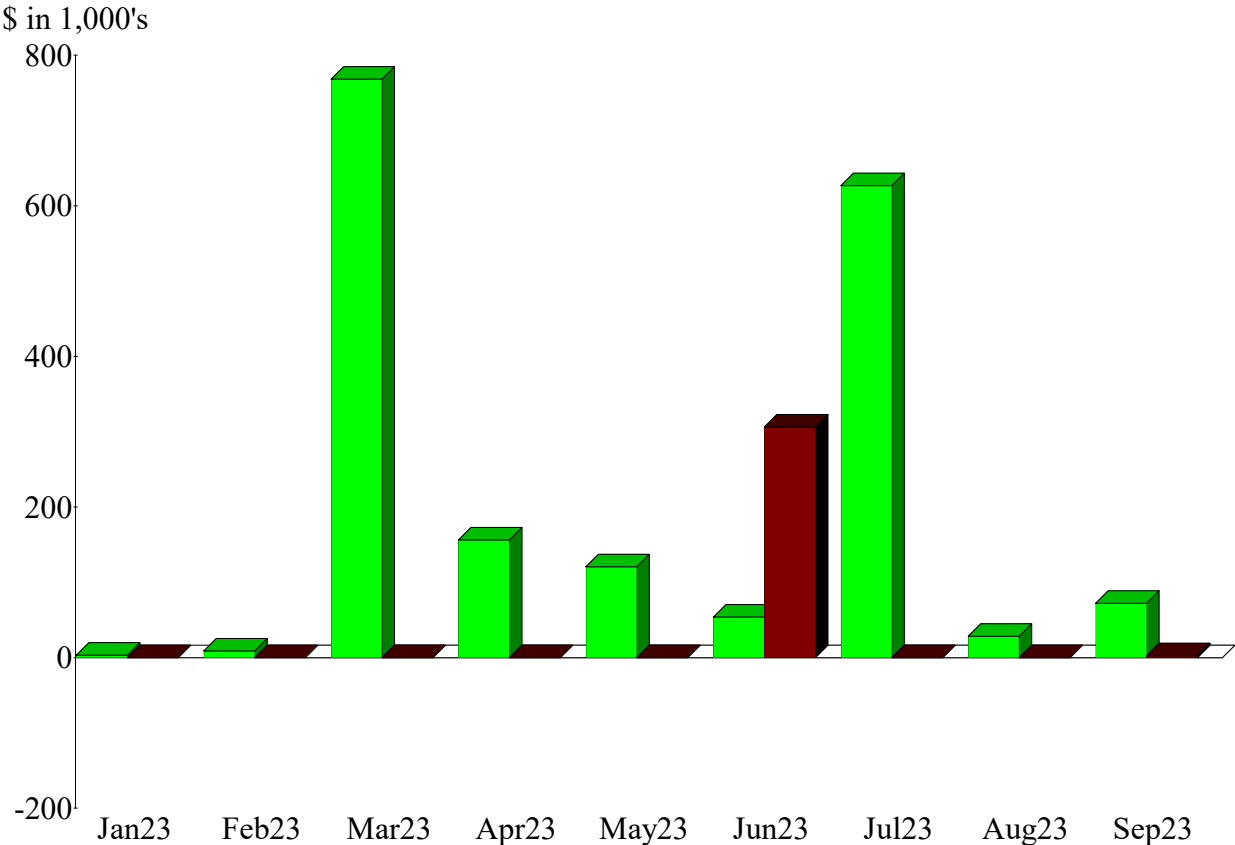
# Gold Hill Mesa Metropolitan District No. 2

## Profit & Loss Budget vs. Actual

January through September 2023

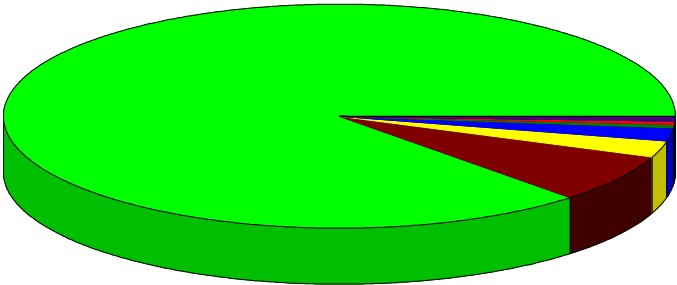
	TOTAL				
	Sep 23	Jan - Sep 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
Urban Renewal TIF - Debt	49,813.78	1,603,514.28	1,497,010.00	106,504.28	107.11%
Urban Renewal TIF O&M	10,202.82	130,706.03	223,691.00	-92,984.97	58.43%
Interest Income - Debt	4,104.62	36,530.73			
CY Property Tax - O&M	0.02	2,853.34	3,237.00	-383.66	88.15%
Delinquent Interest - O&M	-0.08	3.57			
Prior Year Tax - O&M	0.00	0.03			
Specific Ownership Tax - O&M	1,651.12	11,249.21	20,384.00	-9,134.79	55.19%
CY Property Tax - Debt	0.09	11,413.35	9,712.00	1,701.35	117.52%
Delinquent Interest - Debt	-0.33	0.86			
Prior Yr Tax - Debt	0.00	0.12			
Specifice Ownership Tax - Debt	6,604.48	44,996.77	61,152.00	-16,155.23	73.58%
Impact Fees	0.00	0.71			
Total Income	72,376.52	1,841,269.00	1,815,186.00	26,083.00	101.44%
Expense					
Bank Fees	10.00	126.00			
Contingency	0.00	0.00	1,200.00	-1,200.00	0.0%
Insurance	2,951.00	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	0.00	42.81	49.00	-6.19	87.37%
Treasurer Collection Fee - Debt	0.00	171.27	146.00	25.27	117.31%
Bond Expense					
Paying Agent Fee	0.00	0.00	7,000.00	-7,000.00	0.0%
Bond Interest - Series 2022A	0.00	306,537.50	613,075.00	-306,537.50	50.0%
Bond Principal Series 2022A	0.00	0.00	605,000.00	-605,000.00	0.0%
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	0.00	306,537.50	1,589,425.00	-1,282,887.50	19.29%
Total Expense	2,961.00	309,828.58	1,838,288.00	-1,528,459.42	16.85%
Net Ordinary Income	69,415.52	1,531,440.42	-23,102.00	1,554,542.42	-6,629.04%
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	69,415.52	1,531,441.42	-21,897.00	1,553,338.42	-6,993.84%

# Income and Expense by Month January through September 2023



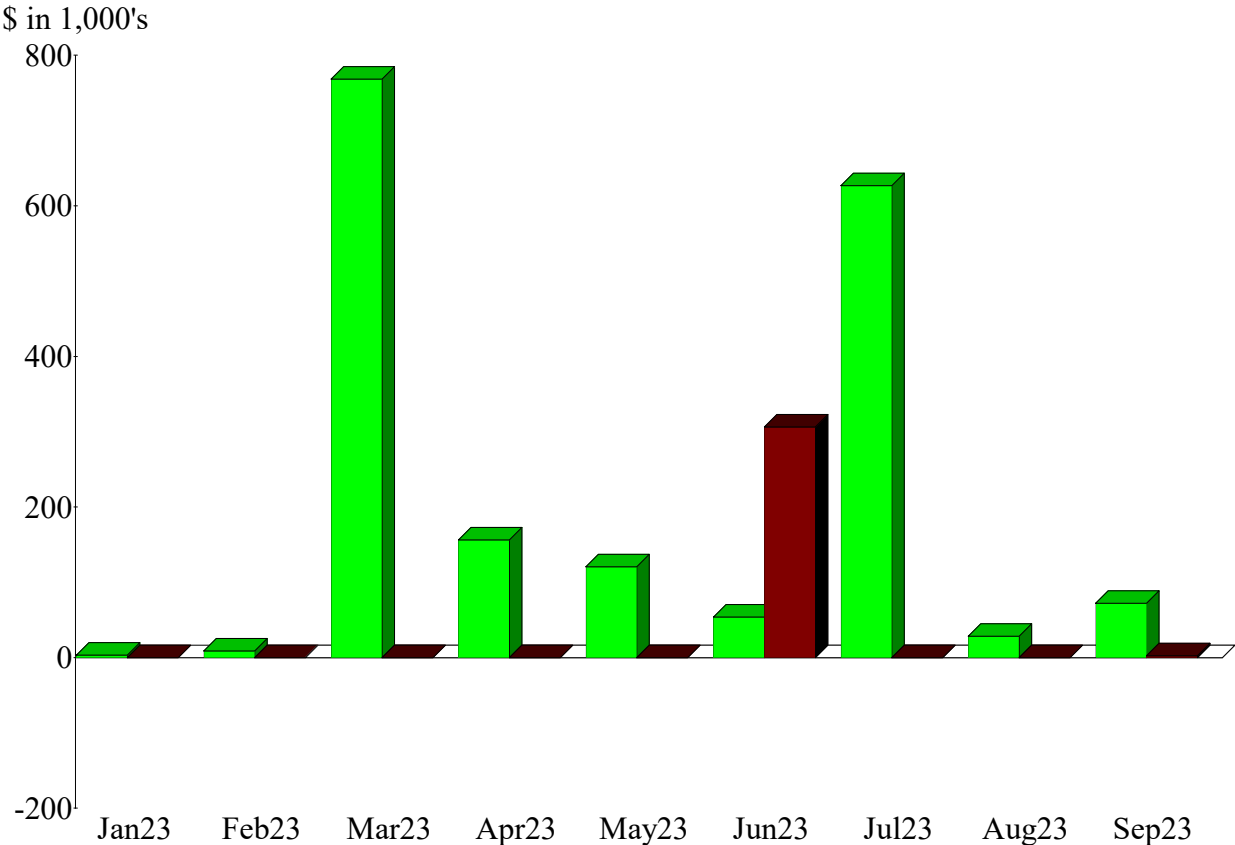
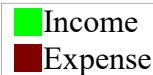
## Income Summary January through September 2023

Urban Renewal TIF - Debt	87.09%
Urban Renewal TIF O&M	7.10
Specifice Ownership Tax - Debt	2.44
Interest Income - Debt	1.98
CY Property Tax - Debt	0.62
Specific Ownership Tax - O&M	0.61
CY Property Tax - O&M	0.15
Delinquent Interest - O&M	0.01
Other Income	0.01
Delinquent Interest - Debt	0.01
Other	0.01
Total	\$1,841,270.00



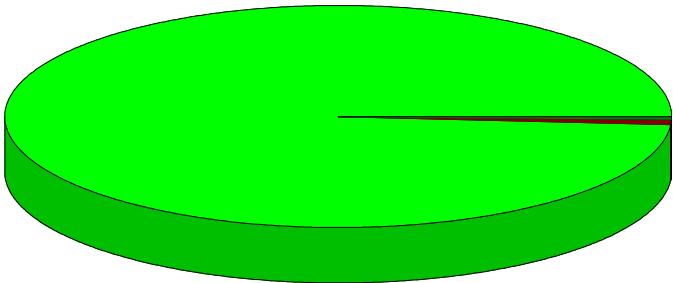
By Account

# Income and Expense by Month January through September 2023



## Expense Summary January through September 2023

Bond Expense	98.94%
Insurance	0.95
Treasurer Collection Fee - Debt	0.06
Bank Fees	0.04
Treasurer Collection Fee - O&M	0.01
Total	\$309,828.58



By Account



## GENERAL FUND ACCOUNT

First Bank Checking	\$	219,210.46
8/22/23 Draw	\$	(47,687.49)

8/22/23 Draw	\$	(47,687.49)
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First Bank Checking After Draw	<u>\$ 171,522.97</u>
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# Gold Hill Mesa Metropolitan District #2

## PAYABLES

9/21/2023

## GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
Colorado Special Districts Prop & Liab	23PL-60968-2404	9/12/2023	2,951.00	
Gold Hill Mesa Metropolitan Dist #1	62523	6/25/2023	6,770.40	
<b>TOTAL</b>			<b>\$ 9,721.40</b>	

# Gold Hill Mesa Metropolitan District #1

## PAYABLES

10/12/2023

## GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
BrightView Landscape	5671691	9/15/2023	\$ 1,499.06	
BrightView Landscape	8613473	10/1/2023	\$ 11,076.75	
City of Colorado Springs	48006369	10/1/2023	\$ 23.53	
City of Colorado Springs	48006508	10/1/2023	\$ 19.34	
City of Colorado Springs	48006915	10/1/2023	\$ 8.49	
City of Colorado Springs	48006916	10/1/2023	\$ 8.49	
City of Colorado Springs	48007002	10/1/2023	\$ 6.32	
City of Colorado Springs	48007326	10/1/2023	\$ 11.70	
City of Colorado Springs	48007327	10/1/2023	\$ 11.70	
City of Colorado Springs	48007599	10/1/2023	\$ 10.35	
City of Colorado Springs	48008080	10/1/2023	\$ 1.82	
City of Colorado Springs	48008270	10/1/2023	\$ 11.96	
City of Colorado Springs	48008594	10/1/2023	\$ 4.10	
City of Colorado Springs	48023274	10/1/2023	\$ 14.85	
City of Colorado Springs	48027130	10/1/2023	\$ 21.60	
City of Colorado Springs	48030664	10/1/2023	\$ 8.55	
City of Colorado Springs	48030665	10/1/2023	\$ 4.50	
City of Colorado Springs	48030666	10/1/2023	\$ 13.95	
City of Colorado Springs	48030673	10/1/2023	\$ 19.36	
City of Colorado Springs	48030724	10/1/2023	\$ 76.95	
City of Colorado Springs	48030906	10/1/2023	\$ 7.65	
UNCC	223090657	9/30/2023	\$ 18.06	
WSDM District Managers	7689	9/30/2023	\$ 7,500.00	
<b>TOTAL</b>			<b>\$ 20,379.08</b>	

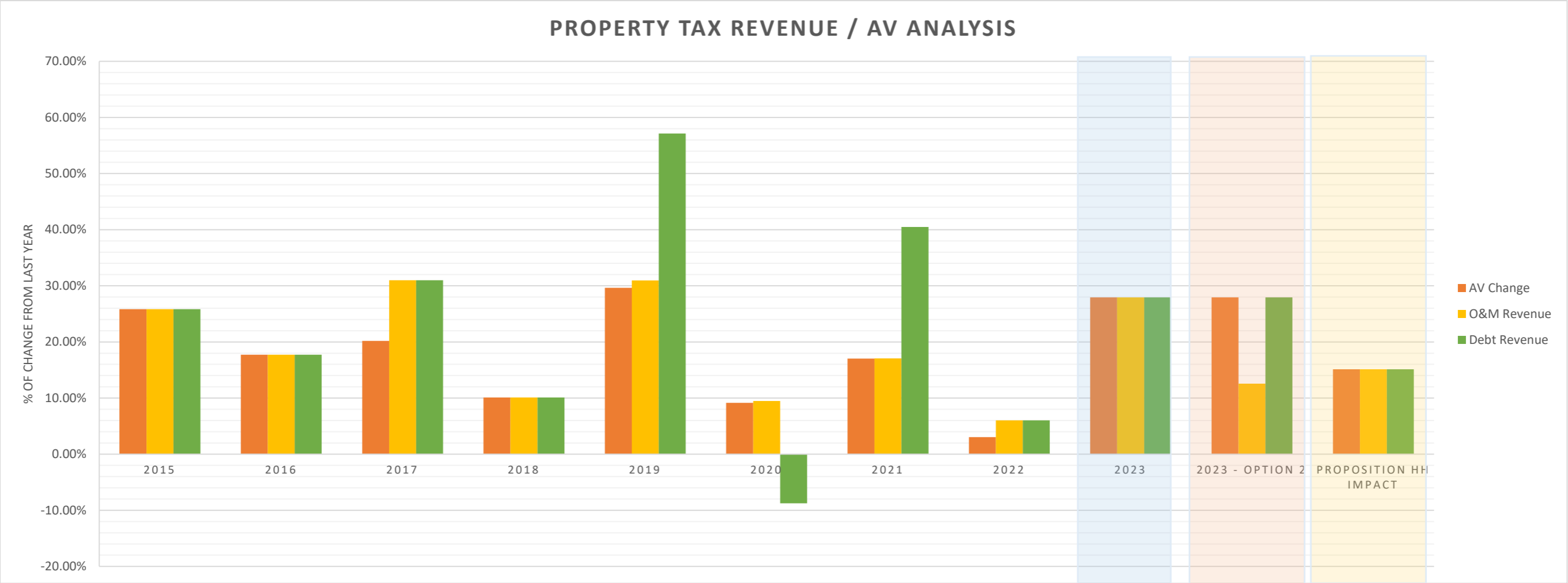
First Bank Checking	\$ 162,777.07
10/12/23 Draw	\$ (20,379.08)
First Bank Checking After Draw	\$ 142,397.99



GOLD HILL MESA METROPOLITAN DISTRICT NO. 2  
PROPERTY TAX REVENUE BASED ON ASSESSED VALUATION ANALYSIS

RAR		8.24%	8.24%	7.20%	7.20%	7.15%	7.15%	6.95%	6.95%	6.77%	6.77%	6.77%
Year		2015	2016	2017	2018	2019	2020	2021	2022	2023	2023 - Option 2	Proposition HH Impact
Gold Hill Mesa Metro #2	AV	6,748,940	7,944,000	9,547,280	10,510,250	13,626,740	14,874,100	17,405,290	17,933,930	22,942,830	22,942,830	20,648,547
	O&M Mill	10.000	10.000	10.899	10.899	11.009	11.041	11.047	11.366	11.366	10.000	11.366
	Debt Mill	25.000	25.000	27.247	27.247	33.027	27.604	33.140	34.099	34.099	34.099	34.099
Property Tax Revenue	O&M	\$ 67,489.40	\$ 79,440.00	\$ 104,055.80	\$ 114,551.21	\$ 150,016.78	\$ 164,224.94	\$ 192,276.24	\$ 203,837.05	\$ 260,768.21	\$ 229,428.30	\$ 234,691.39
	Debt	\$ 168,723.50	\$ 198,600.00	\$ 260,134.74	\$ 286,372.78	\$ 450,050.34	\$ 410,584.66	\$ 576,811.31	\$ 611,529.08	\$ 782,327.56	\$ 782,327.56	\$ 704,094.80

Year		2015	2016	2017	2018	2019	2020	2021	2022	2023	2023 - Option 2	Proposition HH Impact
% Calc	AV Change	25.83%	17.71%	20.18%	10.09%	29.65%	9.15%	17.02%	3.04%	27.93%	27.93%	15.14%
	O&M Revenue	25.83%	17.71%	30.99%	10.09%	30.96%	9.47%	17.08%	6.01%	27.93%	12.55%	15.14%
	Debt Revenue	25.83%	17.71%	30.98%	10.09%	57.16%	-8.77%	40.49%	6.02%	27.93%	27.93%	15.14%



development is subject to change, depending upon the needs of the Developer, homebuilders, market conditions and other factors. See “**RISK FACTORS – Continuation of Development Not Assured**” herein.

**Public Improvements.** According to the Developer, with the exception of approximately \$500,000 in costs remaining for certain landscaping improvements in connection with the homes remaining to be constructed in the Development (which improvements are secured by letters of credit posted with the City), all Public Improvements necessary to serve the Development at full build-out have been completed at the approximate cost of \$18,500,000, approximately \$4,600,000 of which has been previously reimbursed by the District. A portion of the proceeds of the Bonds are being issued for the purpose of reimbursing the Developer for a portion of the remaining outstanding costs incurred in connection with the construction and acquisition of certain of such Public Improvements pursuant to the Reimbursement Agreement. See “**THE DISTRICT – District Agreements – Reimbursement Agreement**” herein. According to the Developer, it anticipates funding the remaining estimated \$500,000 in landscaping costs from proceeds of its remaining lot sales in the Development or from its reimbursements pursuant to the Reimbursement Agreement. The District owns and maintains all of the Development’s open spaces, park tracts, storm water ponds and drainage systems and the City owns and maintains the remaining Public Improvements.

**The Developer.** The Developer is a Colorado limited liability company, formed for the purpose of developing the Development. For more information regarding the Developer, see “**THE DEVELOPMENT – The Developer**” herein.

#### **Security for the 2022A Senior Bonds**

**General.** The 2022A Senior Bonds are special revenue and limited tax general obligations of the District and are payable solely from and to the extent of the Senior Pledged Revenue as provided in the Senior Indenture and as described herein. The primary source of the Senior Pledged Revenue is expected to be property tax revenues (including the Senior Property Tax Revenues and the Senior Pledged Tax Revenue) generated from ad valorem taxes assessed, whether by the District or, through tax collection year 2029, any overlapping taxing entities, against all taxable property in the District and pledged to the payment of the 2022A Senior Bonds pursuant to the Senior Indenture.

The 2022A Senior Bonds constitute an irrevocable lien upon the Senior Pledged Revenue, but not necessarily an exclusive such lien. The 2022A Senior Bonds are secured by a lien on the Senior Pledged Revenue on parity with the lien thereon of any Parity Bonds (as defined in the Senior Indenture) that may be issued in the future (previously defined herein as the “**Senior Parity Bonds**”). See “**RISK FACTORS – Limited Security for the 2022A Senior Bonds**” and “**– Risks Related to Property Tax Revenues**” herein.

Payment of the principal of and interest on the 2022A Senior Bonds is not secured by any deed of trust, mortgage or other lien or security interest on any property within the District. The primary source of the Senior Pledged Revenue is expected to be property tax revenues (including the Senior Property Tax Revenues and the Senior Pledged Tax Revenue) generated from ad valorem taxes assessed, whether by the District or, through tax collection year 2029, any overlapping taxing entities, against all taxable property in the District. Pursuant to the Senior Indenture, the District is obligated to impose the Senior Required Mill Levy in an amount necessary to pay the principal of and interest on the 2022A Senior Bonds, together with other available revenues of the District, subject to the limitations of the Senior Required Mill Levy. The Senior Required Mill Levy is limited to a maximum of 30 mills (subject to adjustment as provided in the Senior Indenture and described herein). The Owners of the 2022A Senior Bonds cannot require the District to raise the Senior Required Mill Levy above 30 mills (subject to adjustment). In addition, the Senior Indenture does not obligate overlapping taxing entities to impose tax levies in any amount, or at all. The District’s ability to retire the indebtedness created by the issuance of the 2022A Senior Bonds is therefore dependent upon the maintenance of an adequate tax base within the District against which the District can impose the Senior Required Mill Levy and, through tax collection 2029, against which overlapping entities can impose their respective mill levies (certain revenues from which are

pledged to the District pursuant to the CSURA Agreement which revenues the District has pledged to 2022A Senior Bonds pursuant to the Senior Indenture as Senior Pledged Tax Revenue).

The Senior Indenture provides that in the event any ad valorem taxes are not paid when due, the District shall diligently cooperate with the appropriate county treasurer to enforce the lien of such unpaid taxes against the property for which the taxes are owed. The Senior Required Mill Levy creates a statutory tax lien which may be enforced to the extent that taxes are delinquent in a given year. See **“RISK FACTORS – Enforcement of Tax Collection by the County”** herein.

The Senior Pledged Revenue may or may not be sufficient to pay the principal of and interest on the 2022A Senior Bonds. *No representation is made by the District or the Underwriter that the Senior Pledged Revenue will be sufficient to pay the principal of and interest on the 2022A Senior Bonds.* See **“RISK FACTORS,” “SECURITY FOR THE 2022A SENIOR BONDS”** and **“PROPERTY TAXATION AND ASSESSED VALUATION”** herein.

*The 2022A Senior Bonds are solely the obligations of the District. Under no circumstances shall any of the 2022A Senior Bonds be considered or held to be an indebtedness, obligation or liability of the CSURA, the City, the County, the State or any political subdivision thereof other than the District.*

**Senior Pledged Revenue.** Senior Pledged Revenue<sup>1</sup> is defined in the Senior Indenture as: (1) the Senior Property Tax Revenues; (2) the portion of the Specific Ownership Tax which is collected as a result of imposition of the Senior Required Mill Levy; (3) the Senior Pledged Tax Revenue, (4) all Capital Fees; and (5) any other legally available moneys which the District determines, in its absolute discretion, to transfer to the Trustee for application as Senior Pledged Revenue.

**Senior Property Tax Revenues.** Pursuant to the Senior Indenture, the Senior Property Tax Revenues are defined as the ad valorem property taxes derived from the District’s imposition of the Senior Required Mill Levy, net of the costs of collection of the County and any tax refunds or abatements authorized by or on behalf of the County.

**“Senior Required Mill Levy” means:**

(a) Subject to paragraph (c) below, an ad valorem mill levy (a mill being equal to 1/10 of 1 cent) imposed upon all taxable property of the District each year in an amount necessary to generate Senior Property Tax Revenues sufficient (i) to fund the Senior Bond Fund for the relevant Bond Year and pay the 2022A Senior Bonds as they come due, and (ii) if necessary, to replenish the Reserve Fund to the amount of the Reserve Requirement, but not in excess of 30.00 mills, subject to adjustment as provided in paragraph (b) below.

(b) In the event the method of calculating assessed valuation is or was changed after January 1, 2006, the levy cap of 30.00 mills will be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted,

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<sup>1</sup> “Senior Pledged Revenue” is defined in the Senior Indenture as “Pledged Revenue” but referred to herein as “Senior Pledged Revenue” in order to distinguish such revenue from the “Subordinate Pledged Revenue” that secures the 2022B(3) Subordinate Bonds. “Senior Required Mill Levy” is defined in the Senior Indenture as the “Required Mill Levy” but referred to herein as the “Senior Required Mill Levy” in order to distinguish such mill levy from the “Subordinate Required Mill Levy” that is part of the Subordinate Pledged Revenue that secures the 2022B(3) Subordinate Bonds. “Senior Pledged Tax Revenue” is defined in the Senior Indenture as the “Pledged Tax Revenue” but referred to herein as the “Senior Pledged Tax Revenue” in order to distinguish such revenue from the “Subordinate Pledged Tax Revenue” that secures the 2022B(3) Subordinate Bonds.



## Proposal for Extra Work at Gold Hill Mesa Metro District

Property Name	Gold Hill Mesa Metro District	Contact	Rebecca Hardekoof
Property Address	142 S Raven Mine Dr Colorado Springs, CO 80905	To	Gold Hill Mesa Metropolitan District
		Billing Address	No 1 c/o WSDM District Managers 614 N Tejon St Colorado Springs, CO 80903

Project Name        Mulch conversion to Rock

Project Description    Remove mulch from beds and replace with rock

### Scope of Work

QTY	UoM/Size	Material/Description
60.00	HOURL	Enhancement Laborer - Remove Mulch, Check Fabric, Lay Rock, Transportation of materials
2.50	TON	Red Breeze Cimarron - TON Rock/Gravel
48.00	TON	1.5" Golden Sunset - TON Rock/Gravel - Replacing mulch areas including rubber mulch
25.00	TON	1.5" " Blue Grey River Rock - TON Rock/Gravel
25.00	TON	1.5" Denver Granite - TON Rock/Gravel
10.00	YARD	Green Waste Dump - Dump by YARD Dump Facility - Mulch Dump
1.00	LUMP SUM	Filter Fabric ~7,662 ft

For internal use only

**SO#**                    8207680  
**JOB#**                400200351  
**Service Line**        130

**Total Price**                    \$19,237.51

#### THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
7357 Cole View, Colorado Springs, CO 80915 ph. (719) 448-9500 fax (719) 448-9501

## TERMS & CONDITIONS

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

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

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

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

### Acceptance of this Contract

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

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

Customer

**Property Manager**

Signature Title

**Rebecca Hardekoof**

**August 23, 2023**

Printed Name Date

**BrightView Landscape Services, Inc. "Contractor"**

**Associate Account Manager**

 Title

**Jonathan Charles Oltman**

**August 23, 2023**

Printed Name Date

**Job #:** 400200351

**SO #:** 8207680

**Proposed Price:** \$19,237.51

## Rylee DeLong

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**From:** Turf Master, LLC <medelbach@outlook.com>  
**Sent:** Thursday, September 7, 2023 9:52 AM  
**To:** Rylee DeLong  
**Subject:** Turf Master / Gold Hill Mesa

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Rylee

I was out at Gold Hill Mesa yesterday. It looks like in all total, there is close to 6000 sq ft of mulch to rock conversion to be completed based on the map. This would be an estimated 85 ton of 1.5 rock at a 3" depth. This would include us putting down new weed mat over the top of the current mulch, removing the current mulch from the edge of the curbs so the rock would sit snug up against any curbs to keep it from spilling out into the street.

In my opinion, there are already multiple colors of rock in the community, I would not add an additional color, instead I would use the type and color already in place though out the community, we would match it location up to best match the surrounding area. Since we do not know if this will occur this fall, next spring /summer etc. I can only give you a estimated \$ amount at this time as prices and availability are continually changing.

Based on the amount of sq ft and the average price of the rock out there now, our quote would come in between \$18,500 and 21,000 for a full install of 85-90 ton

Please let me know if you have additional questions. I will be on vacation, tomorrow and all next week, but I will be checking my email daily

thanks again

Mike

**Mike Edelbach**  
**Turf Master, LLC**  
**719-622-1100-office**  
**719-290-7709-cell**  
**medelbach@outlook.com**



**Turf Mast**

[www.turfmasterlandscaping.com](http://www.turfmasterlandscaping.com)

Google Review Link

<https://g.page/r/Cf1kLDglyMsbEAg/review>

## Proposal



### LANDSCAPE ENDEAVORS, INC.

**Date:** 8/23/2023

**Project:** Gold Hill Mesa Mulch to Rock Conversion

**Landscape Endeavors, Inc.**  
7755 Gary Watson Point  
Colorado Springs, CO 80915  
(719) 683-5480 Office  
(719) 683-5332 Fax

Description	Qty.	Total
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#### Landscape Items:

##### Rock Areas

3/4" Cimmaron Granite	10,402 SF	\$24,665
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##### Site Amenities

\$11,776

10402 - Mulch Out | 7 - Haul Off & Disposal |



#### Irrigation:

##### Irrigation System

1

\$1,530

*Drip Repair From Pulling Mulch Out.*

#### Maintenance:

##### Maintenance

*( Based on Final Completion of Scheduled Work )*

#### Additional Qualifications and Exclusions:

Traffic Control Not Included If Needed

<b>Total</b>	<b>\$37,971</b>
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## Proposal



### **LANDSCAPE ENDEAVORS, INC.**

**Date:** 8/23/2023

**Project:** Gold Hill Mesa Mulch to Rock Conversion

**Landscape Endeavors, Inc.**  
7755 Gary Watson Point  
Colorado Springs, CO 80915  
(719) 683-5480 Office  
(719) 683-5332 Fax

Description	Qty.	Total
-------------	------	-------

#### **Landscape Items:**

##### **Rock Areas**

3/4 Golden Sunset	10,402 SF	\$25,745
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##### **Site Amenities**

\$11,742

10402 - Mulch Out | 7 - Haul Off & Disposal |

#### **Irrigation:**

##### **Irrigation System**

1

\$1,530

*Drip Repair From Pulling Mulch Out.*

#### **Maintenance:**

##### **Maintenance**

TBD

*( Based on Final Completion of Scheduled Work )*

#### **Additional Qualifications and Exclusions:**

Traffic Control Not Included if Needed

<b>Total</b>	<b>\$39,017</b>
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## Proposal for Extra Work at Gold Hill Mesa Metro Distrcit

Property Name	Gold Hill Mesa Metro Distrcit	Contact	Rebecca Harris
Property Address	142 S Raven Mine Dr Colorado Springs, CO 80905	To	Gold Hill Mesa Metropolitan District
		Billing Address	No 1 c/o WSDM District Managers 614 N Tejon St Colorado Springs, CO 80903

Project Name      Maple tree replacement in front of Rec Center

Project Description      Maple tree in Metro District tree lawn is dead. The tree is in front of the rec center.

### Scope of Work

QTY	UoM/Size	Material/Description
5.75	HOURL	Enhancement Laborer
1.00	EACH	MAPLE, AUTUMN BLAZE - 2 1/2" Deciduous Tree- Tree Staking included
0.25	YARD	Chipper Truck - Dump by YARD VC Yard or delivered

For internal use only

**SO#**                      8218532  
**JOB#**                    400200351  
**Service Line**            130

**Total Price**                      \$1,451.41

#### THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
7357 Cole View, Colorado Springs, CO 80915 ph. (719) 448-9500 fax (719) 448-9501

## TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
- Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
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- Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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Customer

Property Manager

Signature Title

Rebecca Harris  
Printed Name

August 31, 2023  
Date

BrightView Landscape Services, Inc. "Contractor"

Associate Account Manager

Signature Title

Jonathan Charles Oltman  
Printed Name

August 31, 2023  
Date

Job #: 400200351

SO #: 8218532

Proposed Price: \$1,451.41





PO Box 62372  
Colorado Springs, CO 809  
719-528-8141

**Salesperson:** Brad Williams  
7195288141  
brad@talltimberstreeservice.com

<b>Subtotal:</b>	\$5,500.00
<b>Tax:</b>	\$0.00
<b>Total:</b>	<b>\$5,500.00</b>

Page 1 of 1

## Proposal for Extra Work at Gold Hill Mesa Metro District

Property Name	Gold Hill Mesa Metro District	Contact	Rebecca Harris
Property Address	142 S Raven Mine Dr Colorado Springs, CO 80905	To	Gold Hill Mesa Metropolitan District
		Billing Address	No 1 c/o WSDM District Managers 614 N Tejon St Colorado Springs, CO 80903

Project Name      Stump Removal and Tree Replacement

Project Description      Remove the stumps from previously cut trees, and replace them with the appropriate tree variety

### Scope of Work

QTY	UoM/Size	Material/Description
<b>Tree Replacement</b>		
31.00	EACH	MAPLE, AUTUMN BLAZE - 2 1/2" Deciduous Tree Installed
3.00	EACH	SPRUCE, COLORADO - 6' Conifer Tree Installed
8.00	EACH	LINDEN, SILVER - 2 1/2" Deciduous Tree Installed
4.00	EACH	ASH, PATMORE - 2 1/2" Deciduous Tree Installed
1.00	EACH	HONEYLOCUST, IMPERIAL - 2 1/2" Deciduous Tree Installed
6.00	CUBIC YARD	BioComp Compost - Amendment Installed
50.00	HOURL	Enhancement Laborer
<b>stump removal</b>		
2.00	DAY	20 HP Stump Grinder - Daily Equipment Rate
40.00	HOURL	Enhancement Laborer

For internal use only

**SO#**                      8161816  
**JOB#**                    400200351  
**Service Line**            130

**Total Price**                      \$56,642.64

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This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
7357 Cole View, Colorado Springs, CO 80915 ph. (719) 448-9500 fax (719) 448-9501

## TERMS & CONDITIONS

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

Property Manager

Signature Title

Rebecca Harris  
Printed Name

Date

July 06, 2023

BrightView Landscape Services, Inc. "Contractor"

Associate Account Manager

Signature Title

Jonathan Charles Oltman  
Printed Name

Date

July 06, 2023

Job #: 400200351

SO #: 8161816

Proposed Price: \$56,642.64

# Previously Removed Trees

## GOLD HILL MESA OVERALL FILINGS ADDRESS EXHIBIT

GOLD HILL MESA OVERALL FILINGS  
ADDRESS EXHIBIT



- = Metro District Landscape Tract
- = Private Alley - Metro District Plow/Maintain
- = Metro District Walk to be Shoveled
- = Metro District Drainage Tract

DATE	REVISION	BY	DATE
06/03/2018	Final		

**BARRON & LAND**

2795 N. Academy Blvd. Suite 311  
Camarillo, CA 93015  
www.barronland.com

PROJECT NO. \_\_\_\_\_

SHEET 2 OF 2



## Proposal for Extra Work at Gold Hill Mesa Metro Distrcit

Property Name	Gold Hill Mesa Metro Distrcit	Contact	Rebecca Harris
Property Address	142 S Raven Mine Dr Colorado Springs, CO 80905	To	Gold Hill Mesa Metropolitan District
		Billing Address	No 1 c/o WSDM District Managers 614 N Tejon St Colorado Springs, CO 80903

Project Name        Dead Tree Removal and Replacement

Project Description    Removal and replacement of dead trees in Gold Hill Mesa Metro

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
24.00	EACH	MAPLE, AUTUMN BLAZE - 2 1/2" Deciduous Tree Installed	\$1,069.35	\$25,664.38
2.00	EACH	PINE, AUSTRIAN - 6' Conifer Tree Installed	\$722.16	\$1,444.31
13.00	EACH	LINDEN, AMERICAN - 2 1/2" Deciduous Tree Installed	\$1,045.55	\$13,592.09
22.00	EACH	ASH, PATMORE - 2 1/2" Deciduous Tree Installed	\$1,064.84	\$23,426.37
6.00	EACH	HONEYLOCUST, IMPERIAL - 2 1/2" Deciduous Tree Installed	\$1,010.92	\$6,065.53
8.00	EACH	JUNIPER, ALPINE CARPET - 5 gal. Shrub/Perennial Installed	\$91.32	\$730.55
7.00	EACH	SPIREA, GOLDFLAME - 5 gal. Shrub/Perennial Installed	\$55.07	\$385.50
1.00	EACH	WILLOW, DWARF ARCTIC - 5 gal. Shrub/Perennial Installed	\$55.07	\$55.07
1.00	EACH	GRASS, KARL FORESTER - 5 gal. Shrub/Perennial Installed	\$82.66	\$82.66
3.00	EACH	POTENTILLA, GOLD DROP - 5 gal. Shrub/Perennial Installed	\$52.91	\$158.72
6.00	CUBIC YARD	BioComp Compost - Amendment Installed	\$122.12	\$732.73
45.00	HOURL	Enhancement Laborer	\$58.58	\$2,636.10
<b>Dead Tree Removal</b>			<b>Subtotal</b>	<b>\$7,964.10</b>
20.00	HOURL	Enhancement Laborer	\$58.58	\$1,171.60
1.00	LUMP SUM	Irrigation Parts- Repairs to irrigation when stumps are pulled out.	\$1,425.20	\$1,425.20
75.00	HOURL	Enhancement Laborer	\$58.58	\$4,393.50
5.00	YARD	Heavy Debris / Soil, Rock, Stumps , Concrete - Dump by YARD Dump Facility	\$194.76	\$973.80

For internal use only

SO#                    8160572  
JOB#                 400200351  
Service Line        130

**Total Price**                    \$82,938.11

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7357 Cole View, Colorado Springs, CO 80915 ph. (719) 448-9500 fax (719) 448-9501

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3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
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Customer

Property Manager

Signature Title

Rebecca Harris  
Printed Name

Date

July 06, 2023

BrightView Landscape Services, Inc. "Contractor"

Associate Account Manager

Signature Title

Jonathan Charles Oltman  
Printed Name

Date

July 06, 2023


Job #: 400200351

SO #: 8160572

Proposed Price: \$82,938.11

## ADDRESS EXHIBIT



DATE 08/03/2018		REVISION			
No.	Person:	Date	By	54511487 & 314970 & 427570 & 430491 & 431010 2790 N Academy Blvd Suite 311 P 715.586.0827 Colorado Springs, CO 80917 F 719.466.0337 <a href="http://www.BARRINLAND.com">www.BARRINLAND.com</a>	
PROJECT No.				SHEET 2 OF 2	



## Proposal for Extra Work at Gold Hill Mesa Metro Distrcit

Property Name	Gold Hill Mesa Metro Distrcit	Contact	Rebecca Harris
Property Address	142 S Raven Mine Dr Colorado Springs, CO 80905	To	Gold Hill Mesa Metropolitan District
		Billing Address	No 1 c/o WSDM District Managers 614 N Tejon St Colorado Springs, CO 80903

Project Name        Dead Tree Removal

Project Description    Cut down dead trees to the ground leaving stump.

### Scope of Work

QTY	UoM/Size	Material/Description
75.00	HOURL	Enhancement Laborer
5.00	YARD	Chipper Truck - Dump by YARD VC Yard or delivered
1.00	LUMP SUM	Misc Parts- Chainsaw Chains, Bar Oil, Gas

For internal use only

**SO#**                    8164970  
**JOB#**                400200351  
**Service Line**        130

**Total Price**                    \$5,042.70

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7357 Cole View, Colorado Springs, CO 80915 ph. (719) 448-9500 fax (719) 448-9501

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Customer

Property Manager

Signature Title

Rebecca Harris  
Printed Name

Date

July 07, 2023

BrightView Landscape Services, Inc. "Contractor"

Associate Account Manager

Signature Title

Jonathan Charles Oltman  
Printed Name

Date

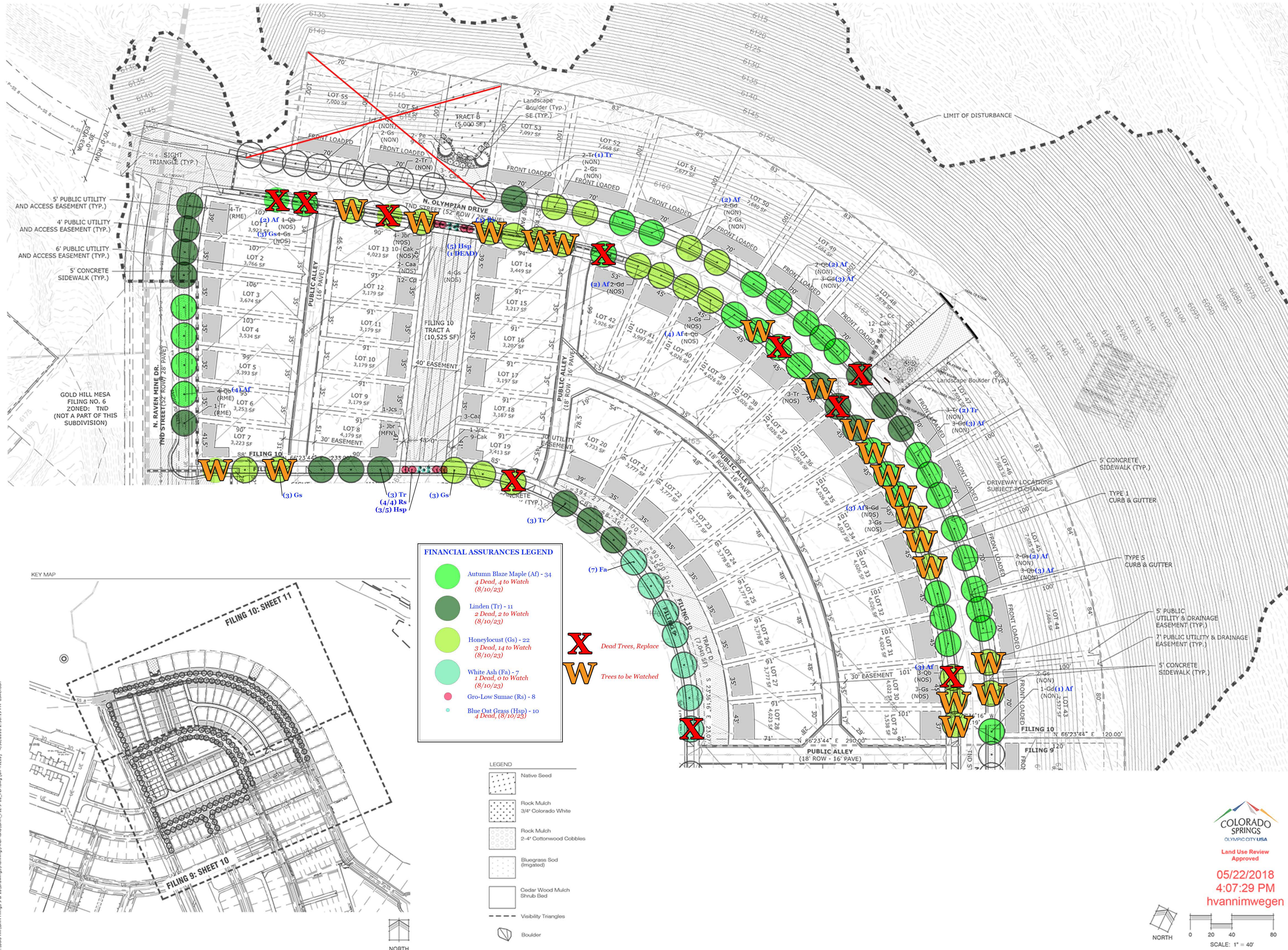
July 07, 2023

Job #: 400200351

SO #: 8164970

Proposed Price: \$5,042.70





**GOLD HILL MESA  
FILING NO. 9-10**

DATE:	11-09-2017
PROJECT MGR:	K. WHITFORD
PREPARED BY:	B. SWENSON

DATE	BY	DESCRIPTION
01/02/18	KW	PER CITY COMMENTS
04/26/18	KW	PER CITY COMMENTS

**FILING 10  
FINAL LANDSCAPE PLAN**

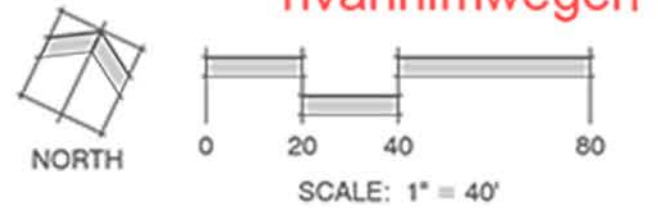
**11**  
11 OF 13

AR DP 17-00674



Land Use Review  
Approved

05/22/2018  
4:07:29 PM  
hvannimwegen





# Quality Site Assessment

Prepared for: **Gold Hill Mesa Metro District**

## General Information

**DATE:** Thursday, Aug 31, 2023  
**NEXT QSA DATE:** Monday, Nov 27, 2023  
**CLIENT ATTENDEES:**  
**BRIGHTVIEW ATTENDEES:** Jonathan Oltman

## Customer Focus Areas

Landscape

### Quality you can count on.

**7** Seven Standards of Excellence



Site Cleanliness



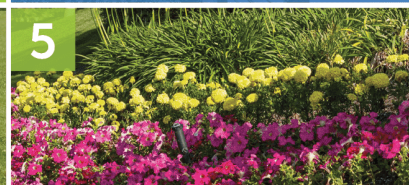
Weed Free



Green Turf



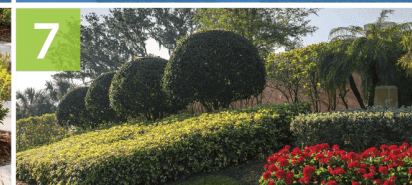
Crisp Edges



Spectacular Flowers



Uniformly Mulched Beds



Neatly Pruned Trees & Shrubs

# QUALITY SITE ASSESSMENT

## Gold Hill Mesa Metro District

### Maintenance Items



- 1** Rock beds within Gold Hill Mesa are looking really good. The occasional weed is present, but the crew is working daily at pulling and spraying weeds. The overall level of weeds present shows the diligence of the maintenance crew.
- 2** Crack weeds in the street and sidewalks are being pulled every day. Although the area is very large the level of persistent weeds is low.
- 3** Recent round of pruning focused on non flowering plants. Shrubs are looking well formed, and grasses are looking healthy. Grasses will start to turn brown and be trimmed away in the upcoming fall months.
- 4** Brown and dying areas found along Mayflower Park place. Irrigation technician will be dispatched to investigate a solution.

# QUALITY SITE ASSESSMENT

## Gold Hill Mesa Metro District

### Notes to Owner / Client



- 1** The large native area east of Olympian has been mowed free of charge. BrightView enjoys maintaining Gold Hill Mesa, and hopes to continue to have the opportunity to help maintain such a lovely community.

# QUALITY SITE ASSESSMENT

## Gold Hill Mesa Metro Distrcit

### Completed Items



- 1** Gold Hill has had its mid season turf spray. Most areas are looking green and weed free.



1105 Lady Campbell Dr





## BACK TO LIFE DECK & FENCE COMPANY

Office: 719-499-3098

### CUSTOMER INFO

Heather Smith      PROPERTY AT:  
1105 Lady Campbell Drive  
Colorado Springs, CO.  
719-639-2656 text is ok

Date: August 18, 2023

### PROJECT DESCRIPTION

#### FENCE INSTALLATION 91FT

When looking at the front of the house, starting 10ft to the left of the driveway at the sidewalk, we will go 50ft into the property and then 41ft to the existing privacy fence. This will be a 3 rail post and dowel or split rail fencing. This is approx.. 13 post installations and 12 sections install. Depending on the soil when we start digging, for this type fencing, usually only ends and corner posts are installed in concrete and the line posts are heavily tamped in the ground 2ft.

**MATERIALS ESTIMATE: \$900 - \$1200\*\*This depends on the actual materials used, and the actual cost of materials at the time of purchase with tax. We would provide receipt totals for reimbursement of all materials.**

**LABOR ESTIMATE: \$1500 - \$2500\*\*This would be a minimum charge \$1500 project . If this project takes longer than 10hrs to complete, additional hours over 10 are charged at our \$150 per hour rate for the crew. If we find it suitable to utilize our bobcat skidsteer with auger bit on this project to save on labor hours, we will charge \$50 per hour for the usage, not to exceed \$500 per day. We estimate this project may take 1-2 days for the crew based on initial assessment. Labor will heavily depend on how easy/difficult the digging is on this property. Labor hours include selection of materials, pickup and delivery of materials, installation of materials, clean up and disposal time. We have the necessary tools, equipment, and experience to complete your project as efficiently as possible with top quality.**

Please continue to page 2.....



**\*\*\*Payment to be made as follows: We will provide receipt totals for reimbursement of materials upon completion. For labor, we will collect the minimum charge plus any additional calculated hours or skidsteer usage fees upon completion of your project. We accept cash, checks, and credit cards! (3% Convenience/processing fee may apply to credit card payment option.)**

**NOW OFFERING FINANCING UP TO \$10,000!!! CALL TO APPLY!!**

**\*\*DISCLAIMERS\*\***We are not responsible for any possible damage to sprinkler or unmarked private utilities. We are not sprinkler or utility technicians. In the event a sprinkler line is damaged, on a case to case basis, we can usually perform minor sprinkler repairs ourselves at no additional costs. If a sprinkler line is unavoidable, we may charge \$50 labor & materials per line hit that we fix. An “unavoidable line” is one that is found inside the post hole we are digging in to pull an old post or digging to set a new post. In the rare event an unmarked private utility is damaged, we will assist in repairs with a licensed utility technician. Your main gas, electric, phone, cable and fiber optic lines will be marked by Colorado 811 prior to starting your project. You are responsible for notifying us of any special HOA Guidelines or City Codes in your area pertaining to fencing if applicable. You are responsible for knowing your property lines. We are not land surveyors. Please notify us if there will not be accessible water and/or electricity outside your property for us to utilize for your project so we can prepare appropriately. Please contact me at the office number above if you have any questions or concerns regarding this disclaimer. Thank You!

---

**Customer Signature**

**Thank you for your continued time and consideration. Please call if you have any questions!**

---

**“Back To Life”**



# Surround Yourself With The Best!


## PEAK FENCING

3450 Fillmore Ridge Hts  
Colorado Springs Colorado 80907  
U.S.A

Bill To  
**Heather Smith**  
+17196392656

Contact Info  
heather.s@wsdistricts.co  
+17196392656

Estimate Date : 16 Aug 2023  
Expiry Date : 16 Sep 2023  
Sales person : Mike Armenta 951-537-9025

#	Item & Description	QTY/LF	Rate	Amount
1	 Cedar Split Rail 3-Rail "Rough Cedar Style" 92ft. of 4ft tall 3-Rail western Red Rough Cedar Split Rail to be installed. Section are 10ft O.C.	92.00 ft	20.00	1,840.00
Items in Total 92.00			<b>Total</b>	<b>\$1,840.00</b>

## Terms & Conditions

### Terms & Conditions

PEAK FENCING PAYMENT GUIDELINES: -All projects' "Estimates" over \$2,500 will require a 50% deposit. -Full payment is due upon completion of project. -Peak Fencing accepts all major credit cards, checks and cash. Card fees do apply.

INSTALLING FENCE WITH UNEVEN GROUND OR LANDSCAPING: -Peak Fencing will do minor movement to landscaping to accommodate for wire and fence to be lower to the ground. If "you" the customer want wire or wood to be below ground level; "you" the customer must make prior accommodations to have ground or landscaping moved or lowered before fence install. Peak Fencing will not move landscape rock or mulch away from fence path and move back after. INSURANCE: -Peak Fencing maintains full insurance requirements. Contact our office for proof of certificate.

UNDERGROUND UTILITIES: -Underground locates are called in to Colorado 811 by Peak Fencing. Colorado 811 locate company will send out facility owners or their contract locator. They will mark the ground with either flags or paint. For more info please visit: [http://colorado811.org/education\\_consolidated/](http://colorado811.org/education_consolidated/) Peak Fencing is not responsible for private lines! It is the responsibility of "you" the customer to have private lines marked by a private locating company. For Example: Someone built a new garage and installed an underground electric line from the house to the garage "This would be a private line".

SPRINKLER SYSTEMS AND PROPERTY LINES: -Please read before approving this estimate: Peak Fencing will not be responsible for a customer's sprinkler system! We will not fix or pay for damage during fence installation. If you think sprinkler lines will be in the general vicinity of the fence line, please let the office or installer know so we can try to be careful. Peak Fencing will not be responsible for notifying "you" the customer if a sprinkler line is damaged or cut. Please ask your sprinkler installer or know your underground location of sprinklers if this is a concern for "you". -Please read before approving this estimate: Peak Fencing will not be responsible for installing fence on property lines. It is the customers responsibility to show Peak Fencing desired location of fencing. If Peak Fencing is replacing fence; we the company will do our best to install new fencing as close to the existing fence layout as possible.

HOA & OTHER: It is not Peak Fencing's responsibility to follow or gain approval from a customer's HOA, file for a permit and/or understand your resident guidelines. If you have an HOA and have fence requirements, please let us know what they are.

PEAK FENCING WIND AND WARRANTY GUARANTEE: -Peak Fencing warranties all material for 1 year. Some material will be additionally warranted by manufacturer; such as, Simtek Fence, Decorative Iron and Vinyl. -Cedar, pine and treated wood products are all prone to weather. If you do not think that these types of wood will not fade, crack, split or swell with the extreme weather conditions Colorado has to offer than do not approve this estimate. These types of issues will not be covered under warranty. -Peak Fencing warranties craftsmanship and installation for 1 year. -Peak Fencing does not warrant fence stability after 60 mph winds. -Warranty does not include natural disasters, excessive water pooling, excessive winds, yard animal damage, wildlife animal damage, natural cracking in wood; natural splitting of wood and/or any other damage caused to fencing by neglect or uncontrollable causes.

PEAK FENCING PAYMENT GUIDELINES: -Full payment is due upon completion of project. -Peak Fencing accepts all major credit cards, checks and cash. Card fees do apply. -Select projects will require a 50% deposit. This is decided upon what type of material used and/or special orders.

CANCELLATION GUIDELINES: -Deposits will be non-refundable after 48 hours of being processed or made. \*This Estimate is valid for 30 days\*





## BACK TO LIFE DECK & FENCE COMPANY

Office: 719-499-3098

### CUSTOMER INFO

Heather Smith      PROPERTY AT:  
Gold Hill Mesa 21<sup>st</sup> Street  
Colorado Springs, CO.  
719-639-2656 text is ok

Date: August 18, 2023

### PROJECT DESCRIPTION

#### FENCE INSTALLATION 1765FT

On 21<sup>st</sup> Street, just below Eclipse Drive where there are 3 large boulders on the right side of the road is where we will start. We will go all the way down to the Gold Hill Mesa sign 835ft, then 30ft toward the community to the stakes in the ground, then 875ft following the curb, staying on top of the retainer wall, straight to the landscaping bricks on the end. Then we will go 25ft to the landscaping bricks to close up the area. This will be a 3 rail post and dowel or split rail fencing. This is approx.. 225 post installations and 224 sections install. Depending on the soil when we start digging, for this type fencing, usually only ends and corner posts are installed in concrete and the line posts are heavily tamped in the ground 2ft. We will need to know a water source we may use if needed. You have asked us to stay as close to the far edge as possible, keeping the landscaping on the outside of the fence. Due to how close many of these trees, bushes, and boulders are to the steep downhill edge, it is very risky to build in this manner as it won't take much further erosion before 1 side of the posts are exposed in many areas causing the fence to be compromised. There really are too many areas of landscaping that are too close to the edge already, and then to install fence there would really be asking for issues in the future. We would not be able to guaranty how long areas may last before posts are exposed on the hill side causing areas to lean or fall. It would be much more beneficial if we can bring that fence closer to the sidewalk. I know you didn't want to go right alongside the sidewalk, but due to all the additional landscaping directly in the middle of this stretch, it would need to go somewhat close to the sidewalk keeping the landscaping inside the fence. This is really the best way to build it so you don't have issues in the near future. There are some areas that have already totally eroded up to a tree and the post would literally be set into the hill, already practically exposed on 1 side. So unless some landscaping can be removed so we can get a foot or so off of the edge, it really does need to be on the other side of the landscaping closer to the sidewalk. The top area is really the only real issue. The rest of the fence should be doable with no issues based on initial assessment.

Please continue to page 2.....



**MATERIALS ESTIMATE: \$16000 - \$17000\*\***This depends on the actual materials used, and the actual cost of materials at the time of purchase with tax. We would select and have you pay for the majority of the materials directly to the supplier(s). Any materials we purchased, we would provide receipt totals for reimbursement.

**LABOR ESTIMATE: \$13000 - \$16000\*\***This is based on our \$1500 per 8-10hr day labor rate for the crew. Any days more than 10hrs or less than 8hrs are billed at \$150 per hour for the crew. If we find it suitable to utilize our bobcat skidsteer with auger bit on this project to save on labor hours, we will charge \$50 per hour for the usage, not to exceed \$500 per day. We may or may not be able to utilize it due to a lot of the fencing being on grades, and landscaping that is probably in the way. We estimate this project may take 9-11 days for the crew based on initial assessment. Labor will heavily depend on how easy/difficult the digging is on this property. Labor hours include selection of materials, pickup and delivery of materials, installation of materials, clean up and disposal time. With such a large project, it is hard to say exactly how long a project like this would take until getting into it, but the price ranges we provide are most of the time very accurate. If you decide to have us remove any landscaping or anything like that, may add time to the estimated labor. The project will go fastest if we can stay closer to the sidewalk on the upper stretch and may be on the higher end if we are squeezing by landscaping and working on the edge of the grade. We have the necessary tools, equipment, and experience to complete your project as efficiently as possible with top quality.

**\*\*\*Payment to be made as follows:** We will select and have you pay for the majority of the materials directly to the supplier(s). Any materials we purchase, we will provide receipt totals for reimbursement. For labor, we will collect \$3000 on the first day to cover the first 2 days or 20hrs. We will collect another \$4500 on the fourth day towards accumulated hours and toward future hours. We will calculate and collect the remaining labor upon completion. We accept cash, checks, and credit cards! (3% Convenience/processing fee may apply to credit card payment option.)

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---

Customer Signature

Thank you for your continued time and consideration. Please call if you have any questions!

---

"Back To Life"



# Surround Yourself With The Best!


## PEAK FENCING

3450 Fillmore Ridge Hts  
Colorado Springs Colorado 80907  
U.S.A

Bill To  
**Heather Smith**  
+17196392656

Contact Info  
heather.s@wsdistricts.co  
+17196392656

Estimate Date : 16 Aug 2023  
Expiry Date : 16 Sep 2023  
Sales person : Mike Armenta 951-537-9025

#	Item & Description	QTY/LF	Rate	Amount
1	 Cedar Split Rail 3-Rail "Rough Cedar Style" 1708ft. of 4ft tall 3-Rail western Red Rough Cedar Split Rail to be installed. Section are 10ft O.C.	1,708.00 ft	16.00	27,328.00
Items in Total 1,708.00			<b>Total</b>	<b>\$27,328.00</b>

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## Proposal for Extra Work at Gold Hill Mesa Metro District

Property Name	Gold Hill Mesa Metro District	Contact	Rebecca Hardekoof
Property Address	142 S Raven Mine Dr Colorado Springs, CO 80905	To	Gold Hill Mesa Metropolitan District
		Billing Address	No 1 c/o WSDM District Managers 614 N Tejon St Colorado Springs, CO 80903

Project Name      1105 Lady Campbell Erosion control

Project Description      Extend homes downspout, and repair and prevent erosion on metro hill.

### Scope of Work

QTY	UoM/Size	Material/Description
18.00	HOURL	Enhancement Laborer- Transport Materials. Dig Under fence to extend gutter. Re-Grade erosion. Install Fabric, and lay rip rap.
2.00	TON	Royal Granite 5"-12" Rip Rap
1.00	EACH	Black 3mm rock liner
1.00	LUMP SUM	3' White Aluminum Gutter Extension

For internal use only

**SO#**                      8224973  
**JOB#**                    400200351  
**Service Line**            130

**Total Price**                      \$1,625.57

#### THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
7357 Cole View, Colorado Springs, CO 80915 ph. (719) 448-9500 fax (719) 448-9501

## TERMS & CONDITIONS

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

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

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

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

### Acceptance of this Contract

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

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

Customer

Property Manager

Signature Title

Rebecca Hardekoof

September 08, 2023

Printed Name Date

BrightView Landscape Services, Inc. "Contractor"

Associate Account Manager

Signature Title

Jonathan Charles Oltman

September 08, 2023

Printed Name Date

Job #: 400200351

SO #: 8224973

Proposed Price: \$1,625.57





## Proposal for Extra Work at Gold Hill Mesa Metro Distrcit

Property Name	Gold Hill Mesa Metro Distrcit	Contact	Rebecca Hardekoof
Property Address	142 S Raven Mine Dr Colorado Springs, CO 80905	To	Gold Hill Mesa Metropolitan District
		Billing Address	No 1 c/o WSDM District Managers 614 N Tejon St Colorado Springs, CO 80903

Project Name	Ramp & Curb repairs
Project Description	Repairs to damages from garbage truck to road and curb on Lady Campbell

### Scope of Work

QTY	UoM/Size	Material/Description
-----	----------	----------------------

For internal use only

SO#	8230967
JOB#	400200351
Service Line	130

<b>Total Price</b>	<b>\$7,414.29</b>
--------------------	-------------------

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7357 Cole View, Colorado Springs, CO 80915 ph. (719) 448-9500 fax (719) 448-9501

## TERMS & CONDITIONS

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

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

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

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

### Acceptance of this Contract

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

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

Customer

Property Manager

Signature Title

Rebecca Hardekoof

September 14, 2023

Printed Name Date

BrightView Landscape Services, Inc. "Contractor"

Associate Account Manager

 Title

Jonathan Charles Oltman

September 14, 2023

Printed Name Date

Job #: 400200351

SO #: 8230967

Proposed Price: \$7,414.29



## Proposal for Extra Work at Gold Hill Mesa Metro Distrcit

Property Name	Gold Hill Mesa Metro Distrcit	Contact	Rebecca Harris
Property Address	142 S Raven Mine Dr Colorado Springs, CO 80905	To	Gold Hill Mesa Metropolitan District
		Billing Address	No 1 c/o WSDM District Managers 614 N Tejon St Colorado Springs, CO 80903

Project Name      Dog station trash can replacement. Portland Gold and S Raven Mine

Project Description      Removal and replacement of a resident reported rusted out dog pot trash can.

### Scope of Work

QTY	UoM/Size	Material/Description
<b>Labor</b>		
1.00	HOURL	Enhancement Laborer
<b>Materials</b>		
1.00	LUMP SUM	10 Gallon Pet Station trash bin with lid

For internal use only

**SO#**  
**JOB#**                      400200351  
**Service Line**              130

**Total Price**                      \$357.21

#### THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
7357 Cole View, Colorado Springs, CO 80915 ph. (719) 448-9500 fax (719) 448-9501

## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
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6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
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14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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

Customer

**Property Manager**

Signature \_\_\_\_\_ Title \_\_\_\_\_

**Rebecca Harris**  
Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**August 08, 2023**

**BrightView Landscape Services, Inc. "Contractor"**

**Associate Account Manager**

Signature \_\_\_\_\_ Title \_\_\_\_\_

**Jonathan Charles Oltman**  
Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**August 08, 2023**

**Job #: 400200351**

**SO #:**

**Proposed Price: \$357.21**



**From:** [John Olson](#)  
**To:** [Rebecca Harris](#); [Stephanie Edwards](#); [bbrinton@comcast.net](mailto:bbrinton@comcast.net)  
**Cc:** [Ryland M. Halffman](#); [Ryan Bowman](#)  
**Subject:** Gold Hill Mesa Tree Inventory  
**Date:** Wednesday, September 27, 2023 12:43:10 PM  
**Attachments:** [Tree Condition-092723.pdf](#)  
[Tree Inventory-092723.pdf](#)

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Good afternoon team,

After a lot of work and verification, I am happy to attach the tree inventory for Gold Hill Mesa to this email. I can't guarantee the full accuracy of these documents, but they are pretty close. Side note, there are a LOT of trees (1,450 by this count) on the property and in varying condition. This does not include all of the trees on private lots, and doesn't include any that are behind privacy fences.

I provided a table that summarizes the trees. At the bottom of the table, it also shows the dead (or dying trees), trees that we need to keep a watch on for the future, and trees that are missing and/or removed. Please review and use this as a resource going forward.

Thanks team, please let me know if you have any questions.

**John W. Olson** RLA | LEED-AP | CNU-A  
Principal Urbanist & Landscape Architect

**Urban Landscapes LLC**  
2752 West Colorado Avenue | Colorado Springs, CO 80904  
e: [John@urbanlandscapes.design](mailto:John@urbanlandscapes.design) | p: 719.600.8366  
[www.urbanlandscapes.design](http://www.urbanlandscapes.design)

Tree Inventory - Sept. 2023	
CITY	BOTANICAL COMMON NAME
581	Alder (Predominantly Autumn Blaze Hybrid)
16	Cedar (Predominantly Western Redcedar)
3	Catalpa (Flowering)
307	Fraxinus (White and Green Ash)
148	Gleditsia (Thornless Honeylocust)
17	Malus (Crabapple)
84	Pyrus (Predominantly Chamber Pear)
17	Quercus (Red & Bur Oak)
178	Tilia (Predominantly Shaded Tilia)
25	Ulmus (Elm)
CITY	BOTANICAL COMMON NAME
6	Ashlar (Predominantly White Fir)
13	Betula (Lupine and Standard Colorado Spruce)
51	Pinus (Predominantly Variegated Pine)
100	Quercus (Sage, Red & White)
86	Trees showing signs of distress
49	Trees that are missing and/or removed



Drawing Scale & North Arrow  
0' 50' 100' 200' 300'  
Scale: 1" = 100'-0"

APPROVAL STAMP



**Gold Hill Mesa**  
Colorado Springs, Colorado  
TREE INVENTORY  
Date Submitted: Sept 27, 2023

Not For Construction  
Colorado Springs Land Use Review  
File Number: 2023-0000000000

Tree Inventory - Sept. 2023	
QTY	BOTANICAL / COMMON NAME
581	Alder (Predominantly Autumn Blaze Maple)
16	Cedar (Predominantly Western Redcedar)
3	Catalpa (Flowering)
307	Fraxinus (White and Green Ash)
148	Gleditsia (Thornless Honeylocust)
17	Malus (Crabapple)
84	Pyrus (Predominantly Chamber Pear)
17	Quercus (Red or Bur Oak)
118	Thuja (Predominantly Blended Dragon)
25	Ulmus (Elm)
QTY	BOTANICAL / COMMON NAME
6	Ashlar (Predominantly White Fir)
15	Betula (Lupine and Standard Colorado Spruce)
51	Pinus (Predominantly Variegated Pine)
100	Dead or dying trees to be removed
86	Trees showing signs of distress
49	Trees that are missing and/or removed

Drawing Scale & North Arrow  
0' 50' 100' 200' 300'  
Scale: 1" = 100'-0"

APPROVAL STAMP

URBAN LANDSCAPES

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10000 E. 1st Avenue, Suite 100, Denver, CO 80231

Phone: (303) 733-1111

www.urbanlandscapes.com

Not For Construction

Colorado Springs Land Use Review

Permit Number: 2023-12-0001

Gold Hill Mesa

Colorado Springs, Colorado

Tree Inventory

Date Submitted: Sept 27, 2023



**From:** [tim@quad2.com](mailto:tim@quad2.com)  
**To:** [Rebecca Harris](#)  
**Cc:** [Heather Smith](#); ["John Olson"](#); ["Stephanie Edwards"](#); [bbrinton@comcast.net](mailto:bbrinton@comcast.net)  
**Subject:** RE: Gold Hill Mesa Metro District - Poop Station Conditions  
**Date:** Friday, September 29, 2023 2:14:22 PM

---

Rebecca,

Thank you for your response this morning. Since WSDM is focused on the budgets, maybe the board can make a quick decision and do a unanimous email vote before your next meeting to address these Poop Stations that have been in this condition for over a full year now.

Poop Station #1

Location: Portland Gold and Raven Mine

Condition: Lid is missing , Basket has rusted out, looks very unkept. Triple Bag Dispenser looks to be one of the 2 repairs.

Poop Station #2

Location: East side of Exchange area off Raven Mine

Condition: Dispenser lock broken is currently being held together by tape since bungee strap broke, old would be best to have dispenser like Station #1 that holds three boxes of bags do to high volume of usage. Basket is in fine condition.

Poop Station #3

Location: South end of Exchange area off Cresson Mine

Condition: New dispenser but basket lid is mangled and the disgusting crap that is on the lid has been there over a year. The new basket needs to be raised off of the ground so it will not rust out and ventilate properly.

Poop Station #4

Location: West side of Exchange area of Millstream Terr

Condition: Dispenser is a mess needs replaced again a three-bag dispenser would be best. The inset photo shows the sad case of its condition for holding bags currently. Lid is missing. I could be wrong but if the bin units missing lids were mounted so they opened on the right side the north winds would not be able to break these lids.

These unkept poop stations are a real eye sore in the neighborhood especially around the Exchange which should be our community show piece.

Tim Daugherty

---

**From:** Rebecca Harris <[rebecca.h@wsdistricts.co](mailto:rebecca.h@wsdistricts.co)>  
**Sent:** Friday, September 29, 2023 8:34 AM  
**To:** [tim@quad2.com](mailto:tim@quad2.com)  
**Cc:** 'jody dowd' <[jody\\_dowd@hotmail.com](mailto:jody_dowd@hotmail.com)>; 'Tricia Pearson' <[tpearson15@hotmail.com](mailto:tpearson15@hotmail.com)>; Rylee DeLong <[rylee.d@wsdistricts.co](mailto:rylee.d@wsdistricts.co)>; Kevin Walker <[Kevin.w@wsdistricts.co](mailto:Kevin.w@wsdistricts.co)>; Ashley Carmona <[ashley.carmona@goldhillmesa.com](mailto:ashley.carmona@goldhillmesa.com)>; Heather Smith <[heather.s@wsdistricts.co](mailto:heather.s@wsdistricts.co)>

**Subject:** RE: Gold Hill Mesa Metro District Meeting

Good Afternoon Tim,

I apologize for any confusion that was received, as the regularly scheduled board meeting was canceled (September 21, 2023) for lack of schedule availability of our board. I am unsure where it was communicated that a meeting was rescheduled to September 28, 2023, as this date was never solidified for our board to meet. Please keep in mind meetings may be canceled within 24 hours of scheduled due to lack of quorum. That being said, I encourage the public to reference the website for the most current information on the meeting.

I have addressed some of the questions below; however, we will address your additional concerns at a later date as we are in budget season, and that is where our focus is at.

Thank you!

**Rebecca Harris,**  
**Chief Executive Officer**  
**District Manager**



614 N. Tejon St.

Colorado Springs, CO 80903

Office: [\(719\) 447-1777](tel:7194471777) ext: 103

Direct: [\(719\) 266-3189](tel:7192663189)

Email: [rebecca.h@wsdistricts.co](mailto:rebecca.h@wsdistricts.co)

Website: [www.WSDistricts.co](http://www.WSDistricts.co)

*PRIVILEGED AND CONFIDENTIAL*

*This communication and any accompanying documents are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon this communication is strictly prohibited. Moreover, any such disclosure shall not compromise or waive any privileges. If you have received this communication in error, please contact me at the above email address.*

---

**From:** [tim@quad2.com](mailto:tim@quad2.com) <[tim@quad2.com](mailto:tim@quad2.com)>

**Sent:** Thursday, September 28, 2023 12:39 PM

**To:** Rebecca Harris <[rebecca.h@wsdistricts.co](mailto:rebecca.h@wsdistricts.co)>; Heather Smith <[heather.s@wsdistricts.co](mailto:heather.s@wsdistricts.co)>

**Cc:** 'jody dowd' <[jody\\_dowd@hotmail.com](mailto:jody_dowd@hotmail.com)>; 'Tricia Pearson' <[tpearson15@hotmail.com](mailto:tpearson15@hotmail.com)>

**Subject:** FW: Gold Hill Mesa Metro District Meeting

2<sup>nd</sup> attempt first message was returned. I removed the attachments

---

**From:** [tim@quad2.com](mailto:tim@quad2.com) <[tim@quad2.com](mailto:tim@quad2.com)>

**Sent:** Thursday, September 28, 2023 11:38 AM

**To:** 'Rebecca Harris' <[rebecca.h@wsdistricts.co](mailto:rebecca.h@wsdistricts.co)>; 'Heather Smith' <[heather.s@wsdistricts.co](mailto:heather.s@wsdistricts.co)>  
**Cc:** 'Stephanie Edwards' <[stephanie.edwards@goldhill.com](mailto:stephanie.edwards@goldhill.com)>; 'John Olson' <[johnolson.boardmember@gmail.com](mailto:johnolson.boardmember@gmail.com)>; 'Tricia Pearson' <[tpearson15@hotmail.com](mailto:tpearson15@hotmail.com)>; 'jody dowd' <[jody\\_dowd@hotmail.com](mailto:jody_dowd@hotmail.com)>; 'Neal Schuerer' <[nschuerer@gmail.com](mailto:nschuerer@gmail.com)>; 'shaneghmboardmember@gmail.com' <[shaneghmboardmember@gmail.com](mailto:shaneghmboardmember@gmail.com)>; 'jennifer@warrenmgmt.com' <[jennifer@warrenmgmt.com](mailto:jennifer@warrenmgmt.com)>; 'John Keller' <[keller-ghmheirloomhoa@usa.net](mailto:keller-ghmheirloomhoa@usa.net)>; 'bbrinton@comcast.net' <[bbrinton@comcast.net](mailto:bbrinton@comcast.net)>  
**Subject:** Gold Hill Mesa Metro District Meeting

Rebecca,

The last two Thursday mornings I have gone to the GHM Developers office to attend the Metro District Meetings. To my frustration they have been rescheduled both times. I was not the only resident attempting to attend today. Four of our board members were in attendance three in person, one via cellphone as he drove to Iowa. I really had high hopes that the open communication begun in August was a sign of how things were going to improve as we moved forward. Though open communication with all of the associated HOA boards in Gold Hill Mesa, we could really accomplish a lot of good for our community working in unison with the GHM Metro District. Here are issues that we wanted to update the Metro District on and questions we could use your help with.

Metro District Meeting Scheduled 9/28/2023 9:00AM (Previously scheduled 9/21/2023 9:00AM) (Currently Rescheduled for October 12<sup>th</sup> @ 3:00PM per Ashley at GHM Developers - Please confirm the date and time.) **[Rebecca]** Ashley is not part of the Metro and may not have these updated as the Metro keeps updates as current as possible. Best resource is to contact our office.

1. Landscape Contracts update

- a. Which contractors have returned a landscaping bid? **[Rebecca]** This will be provided for the November Meeting as our deadline for RFP's has not yet been met.
- b. Who are you leaning toward at this point? **[Rebecca]** The Metro board has had no discussion at this point so no feedback as of yet to provide. The Board cannot have these discussions outside of public meetings which we have scheduled for October 12<sup>th</sup> at 3:00pm.
- c. The GHMN has fired Brightview effective 10/1/2023, they may stay on 30 more days. They are forcefully pushing for 90 days but that simply is not going to happen.
  - i. We would likely lean toward Robertsons and Landtech based on Planting Renewal Bids. **[Rebecca]** This is beneficial as I will inform the Metro Board of this to be considered in their BID acceptance in November.
  - ii. Timberline did not supply a bid since they don't currently have our contract. Not a great way to win our contract either.
  - iii. Weisberg seems to be in a little upheaval currently gave us a bid but very late and vague.
  - iv. A & R Mowing was ridiculously high
  - v. We as a board have yet to discuss our findings.
  - vi. Selecting the same contractor as the Metro District is not critical to our selection but it could be a factor. **[Rebecca]** I would agree for the Metro side as well. We will be taking the HOA's decisions highly into consideration as we move forward with our decision.

- d. For the lawned areas along Olympian and Mayflower in the Common Maintenance Areas of these homes.
  - i. We will be seeking a separate bid from the contractor we choose to maintain these postage stamp yards.
  - ii. It might be beneficial to have the same contractor who is doing the Metro do this contract.

## 2. Budget numbers for 2024

- a. When do you expect to provide these to the sub associations? **[Rebecca]** When we have a draft available and sent to the Metro Board we will be able to share with the public, prior to approval.
  - i. Remember all of the HOA's need these number the first week of October and were very excited to hear this was doable back at the August meeting.
  - ii. You were potentially going to provide two numbers based on issues outside of your control (State) **[Rebecca]** this is part of an Assessed valuation (AV) analysis we will review with the board.
- b. Do you anticipate the number to be lower due to increased revenue from taxes? **[Rebecca]** this is undetermined as of today. Once the board has a chance to review the AV analysis, draft budget numbers, and the results of the Proposition HH election in November we will have a better.
- c. Has our water bill been significantly lower than last year, and will this lower our MDU? **[Rebecca]** I can't answer this at this time, as it requires a more in depth research.
- d. Are there any new expenses for the underdrain? **[Rebecca]** not that we are aware of

## 2. Metro District Trees

- a. Have we selected a contractor to remove these trees? **[Rebecca]** No, proposal for review at the next meeting
- b. Will these trees be removed this fall? **[Rebecca]** not all, just what was budgeted for (\$45k).
  - i. If the WSDM and the Metro Board want to show the entire neighborhood, they are truly focused on managing our Metro District this would go a long way.
  1. The dead trees only show neglect long overdue to be addressed. I strongly advise you DO NOT let Brightview do this as they are excessively high \$525.00, 6 hrs. labor to remove a tree an outside contractor (Robertsons) removed for \$75.00.

## 3. Neighborhood Fire Mitigation Concerns

- a. The GHMN will be discussing the issue of potentially removing all Juniper trees and shrubbery next to homes in an effort to comply with CSFD codes, we will be looking into possible funding to assist.
  - i. Be Fire Wise. Junipers burn at over 700F and with our tight density this could be catastrophic if not dealt with accordingly.
- b. <https://www.coswildfireready.org/uploads/b/2721af80-1003-11ec-bf67-0310173bc1c8/3e1910f0-852f-11ec-8d88-ab9b80380597.pdf>
- c. Would it be detrimental to be accepted into the City of Colorado Springs Wildland Urban Interface (Wildfire Risk Map attached) This could affect insurance rates detrimentally.

#### 4. Poop Stations

- a. I know this was approved to be done in the July meeting was it ever given to Brightview to perform? Currently the worst issues are around the GHM Park area and they are simply gross. **[Rebecca]** repairs to 2 stations were approved... and to our knowledge they were completed.
- b. Is this being put out to bid? **[Rebecca]** are you referencing maintenance? New stations?
- c. Great way to show the neighborhood the Metro District is now managing the upkeep of our neighborhood, easy win.

#### 5. Irrigation issue on Portland Gold and Cresson Mine Greenway losing several gallons of water every 3 days or so. **[Rebecca]** This is the first our office is hearing of an irrigation issue here. Who reported this and to where?

- a. Runs between three homes to the alley and north to Cresson Mine, over one hundred feet distance.
- b. Has David from Brightview Landscaping entered a bid for the project?
- c. David is one of the only “Bright Spots” with Brightview

#### 6. Sump Pump drainage in two areas is wreaking havoc with the alleys. (Likely there are several more improperly discharged sump pumps.

- a. I know this is an ongoing issue for many homeowners and we need to work with them and not make mandates.
  - i. The discharged water must be dealt with properly or the issue is simply being moved to a Metro problem in the alley ways.
  - ii. Some residents have proper drains into French drains they had dug for discharge overflow.
  - iii. Many drain far too close to the foundations. Poorly done by contractors. Often the discharge vents are rather funky and unsightly.
- b. Can these be drained into the underdrain system? Is this legal? Could this cause other issues? Should a procedure for connection be established and verified before allowing? **[Rebecca]** Any of these homes that are sump pumps have the options to connect to the underdrain system; however, not mandatory (and we can't mandate this) as it will cost each home anywhere from \$15,000 – high \$30,000. If a homeowner chooses to connect to the underdrain they do need approval from the Metro and we would most likely require cooperation between their contractor and ours.

#### c. 181 Millstream Terr

- i. Can this be drained into the same system as the underdrain? **[Rebecca]** if this home owner chooses to, yes.
- ii. Currently draining to the side yard of the home over a strip of boggy rocks and into the alley.
- iii. Much of the water likely is back flowing into the home and simply recycling. **[Rebecca]** Yes I believe this is the one I looked at and it is a “recycling” issue.

#### 8. Notification when Metro District Meetings are rescheduled. For 15 years this has been a huge problem with Declarant Run Board Meetings, it typically has been labeled as “Poor Communication”.

- a. It was my understanding that Metro District Meeting times and locations were to be

posted in the GHM mailroom so all residents were aware. [\[Rebecca\]](#) our office does not have access to the mail room and since these meetings can be cancelled from time to time based on quorum (or new businesses to discuss) I would recommend referencing the Metro Website for the most updated meeting information, including the packets and agendas.

i. It was this way for many years.

b. Board meetings being cancelled consistently leads to many assumptions:

i. It is not a high enough priority of the board members that they often allow other events and meetings to interfere.

ii. The assumption that others in the community would have no questions or input so they are disregarded as a thought that they might attend. People can now attend remotely even while driving to Iowa.

iii. The board is incapable of meeting with a simple quorum of members (3) so business can be conducted in a timely manner.

iv. The priority of getting things done in a timely manner in the District are relative.

v. All these lead to ill will and in this current social economic environment it simply means, it is not a priority.

c. Solution

i. Make it a priority.

ii. Can we communicate meeting changes at least to the associated board members or management companies? [\[Rebecca\]](#) I like this idea since I have their emails to be able to contact them and inform them of the upcoming meetings.

iii. How about a confirmation of meeting time and place one week before the meeting and then stick to it.

If you have questions or have the time to reach out in a phone call that would be great! 1-719-266-3853

As a resident, I am excited to see how moving forward “Communication” becomes a priority. Like I said at the beginning, I think that through cooperation we can make the best decisions, save costs and time and be one of the best communities where people are proud to say they live!

Please forward this email to board members Tom and Justin as I did not have their email addresses.

Sincerely,

Tim Daugherty  
Gold Hill Mesa Neighborhood HOA  
President