



GOLD HILL MESA METROPOLITAN DISTRICT NOS. 1 and 2

Regular Joint Board Meeting
Thursday, July 20, 2023 – 9:00 a.m.
142 S Raven Mine Dr, Ste 200
Colorado Springs, Colorado 80905

And

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

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

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

Access Code: 471-819-234

Gold Hill Mesa Metropolitan District No. 1

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

Gold Hill Mesa Metropolitan District No. 2

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

AGENDA

1. Call to Order
2. Declaration of Quorum/ Director Qualifications/ Disclosure Matters
3. Approval of Agenda
4. Approval of the May 18, 2023, Board meeting minutes (enclosed)
5. Public Comment for Items Not on the Agenda (3-minute limit per person)
6. Review and Consider approval of the 2022 Audit and Presentation (under separate cover)
7. Management Matters
 - a. Discuss Meet N Greet held in June
 - b. Discuss Concrete fence around Villa Da Mesa
 - c. Discuss retaining wall behind Single Family in Filing No. 5
 - d. Insurance Update
 - e. Discuss Vole and Mole concern
 - f. Discuss the status of Tract A Gold Hill Mesa Filing No 7A re-plat

8. Legal Matters

- a. Discuss Service Notice for Foreclosure occurring in Townes at Gold Hill Mesa Community Association

9. Financial Matters

- a. Review the 2023 Unaudited Financial Statements (enclosed)
- b. Review and approve payables through the period ending July 20, 2023 (enclosed)
- c. Discuss District No. 2 Bond Highlights Memo (enclosed)

10. Landscape Matters

- a. Discuss tree lawn status in Townes at Gold Hill Mesa
- b. Discuss native grass mowing schedule and possible changes
- c. Discuss and consider approval for Brightview Edging Replacement between 1105 Lady Campbell and Metro Open Space (enclosed)
- d. Review and consider approval for Brightview Cap Stone Repair for the retaining wall (enclosed)
- e. Review and consider approval for Brightview Streetscape Rock Replacement (enclosed)
- f. Review and consider approval for Brightview Mulch and Rock Refreshment (enclosed)
- g. Review and consider approval for Brightview Stump Removal and Tree Replacement (enclosed)
- h. Review and consider approval for Brightview Dead Tree Removal and Replacement (enclosed)
- i. Review and consider approval for Brightview Dead Tree Removal only (enclosed)
- j. Review map of partly dead trees, dying or in need of trimming at a high height (enclosed)
- k. Review and consider approval for Brightview Pet Station Repair and Replacement (enclosed)
- l. Review the Brightview Quality Site Assessment (enclosed)

11. Adjourn:

- a. Next Regular Meeting Date – Scheduled for September 21, 2023, at 9:00 A.M. – 2022 Audit Review



**JOINT MINUTES OF THE SPECIAL BOARD MEETING
OF THE BOARD OF DIRECTORS OF THE
GOLD HILL MESA METROPOLITAN DISTRICT NOS. 1 AND 2
HELD MAY 18, 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, May 18, 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

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 President Edwards at 9:15 AM.
2. Declaration of Quorum/Director Qualifications/ Disclosure Matters: Ms. Harris confirmed a quorum was present and the disclosures were properly filed.
3. Oaths of Office and Appointment of Directors: Ms. Harris confirmed the Oaths of Office were completed. Director Olson moved to appoint Justin Burns as Vice President; seconded by Director Brinton. Motion passed unanimously. Director Olson moved to keep the District 1 officers the same; seconded by Director Brinton. Motion passed unanimously.
4. Approval of Agenda: Director Olson moved to approve the Agenda; seconded by President Edwards. Motion passed unanimously.
5. Approval of November 16, 2022 Joint Meeting Minutes and March 16, 2023 Joint Meeting Minutes: After review, Director Olson moved to approve the November 16, 2022 and March 16, 2023 Joint Meeting Minutes; seconded by Director Brinton. Motion passed with Director Burns abstaining.
6. Public Comment: President Edwards asked about an update regarding Tiffany Schmidt and Ms. Harris noted that the insurance company is awaiting proof of income. President Edwards asked about the leak and Ms. Harris explained it was the irrigation main line, and CSU was able to shut off the water in time for the concert. The Board discussed looking into the dog hydrant stations and how they are tapped into

the irrigation system. The Board discussed the community concert series and the transition from the developer. The Board discussed the District's developer advance.

7. Management Matters

- a. Insurance Update: Ms. Harris explained that the insurance coverage is currently all under District 1, so she is working to get coverage updated and moved to District 2.
- b. Discuss Lime Scooter Rental Site corner of Portland Gold and Gold Hill Mesa Dr: The Board discussed the designated Lime scooter rental site at the corner of Portland Gold and Gold Hill Mesa Dr. Ms. Harris noted Lime has the proper permits and the sidewalk is owned by the City. The Board discussed providing information on how to report complaints with the City and Lime directly.
- c. Discuss Vole and Mole Issue on hillside along 21st Street: The Board discussed the vole and mole issue on hillside along 21st Street. The Board requested additional information and options on how to address this issue.
- d. Review Underdrain Summary: The Board reviewed the underdrain summary provided by Mr. Jason Holdredge.
- e. Discuss Underdrain Camera upgrade status: Ms. Harris reported that Mr. Jason Holdredge does not recommend spending money on a new underdrain camera because the current camera is working fine. She noted the District was approved for a Safety Loss Prevention Grant which can be used on camera equipment upgrades. The Board discussed that the old camera is quite cumbersome and takes a long time, and after a cost analysis, it was determined that it would be cost-effective to upgrade. The Board directed Mr. Harris to proceed with the camera upgrade.
- f. Discuss status of Tract A Gold Hill Mesa Filing No 7A re-plat: Mr. Walker discussed the Tract A Gold Hill Mesa Filing No. 7A re-plat and noted he will provide a detailed explanation of the process to re-plat at the next meeting.

8. Legal Matters

- a. Review and Consider approval of Resolution for Dissolution of District No. 1: Mr. Susemihl and the Board discussed the process of dissolving District No. 1. A new reimbursement agreement will need to be done prior to dissolution.
- b. Review Reimbursement Agreement: Mr. Susemihl discussed the Reimbursement Agreement and noted he is waiting to hear back from the developer on the final list and detailed description of reimbursements and costs. The Board discussed scheduling a special meeting to understand this with Piper Sandler better.
- c. Review and consider approval of BMH Development Services, Inc. Underdrain Inspection Proposal: Ms. Harris presented the underdrain inspection proposal. After review, President Edwards moved to approve the BMH Development Services, Inc. Underdrain Inspection Proposal; seconded by Director Olson. Motion passed unanimously.

9. Financial Matters

- a. Review the 2023 Unaudited Financial Statements: Ms. Harris noted she is still waiting on the financials from CLA, so she can only provide the Profit and Loss Budget comparison at this time.
- b. Review and approve payables for the period ending May 18, 2023: Ms. Harris presented the payables for period ending May 18, 2023. After review, President Edwards moved to approve the Unaudited Financial Statements as presented and the Payables for period ending May 18, 2023; seconded by Director Burns. Motion passed unanimously. Director Burns left the meeting.
- c. Discuss CSD Pool Safety Grant for District No. 1: Ms. Harris reported the District will be receiving funds from the CSD Pool Safety Grant.
- d. Discuss Assessed Valuation projected increases: Ms. Harris discussed the projected increase in assessed valuations. She will present an analysis on property tax revenue closer to budget season in November.

10. Landscape Matters
 - a. Discuss possible tree and retaining wall repair behind Portland Gold, off 21st street: Ms. Harris reported that the hillside retaining wall that was damaged by a car accident is not covered under insurance. Ms. Harris will get bids for the repairs.
 - b. Review Quality Site Assessment Report from BrightView: The Board reviewed the quarterly Brightview Quality Site Assessment Report. The Board discussed that mulch replenishment is needed under the trees.
 - c. Review and consider approval for Brightview Bench Installation: Ms. Harris presented the bench installation proposal for \$4,400. Director Brinton moved to approve the Brightview bench installation proposal not to exceed \$4,400; seconded by President Edwards. Motion passed unanimously.
 - d. Review and consider approval for Hammock Post Installation: Ms. Harris presented two proposals for the hammock post installation. Director Olson moved to approve the Robertson's Landscaping proposal; seconded by Director Brinton. Motion passed unanimously.
 - i. Diamon Cut Landscaping LLC
 - ii. Robertson's Landscaping
11. Adjourn: President Edwards moved to adjourn the meeting at 10:50 AM; seconded by Director Brinton. Motion passed unanimously.
 - a. Next Regular Meeting Date – Scheduled for July 20, 2023, at 9:00 A.M. – 2022 Audit Review

Respectfully Submitted,

By: Recording Secretary



Gold Hill Mesa Metropolitan District No. 1

Balance Sheet

As of June 30, 2023

	<u>Jun 30, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
First Bank Checking	78,613.87
Total Checking/Savings	<u>78,613.87</u>
Accounts Receivable	
Accounts Receivable	116,449.06
Total Accounts Receivable	<u>116,449.06</u>
Other Current Assets	
Due From Other Districts	39,724.00
Prepaid Insurance	14,263.00
Total Other Current Assets	<u>53,987.00</u>
Total Current Assets	<u>249,049.93</u>
TOTAL ASSETS	<u>249,049.93</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	14,059.69
Total Accounts Payable	<u>14,059.69</u>
Total Current Liabilities	<u>14,059.69</u>
Total Liabilities	14,059.69
Equity	
Fund Balance - O&M	249,065.92
Retained Earnings	69,512.02
Net Income	-83,587.70
Total Equity	<u>234,990.24</u>
TOTAL LIABILITIES & EQUITY	<u>249,049.93</u>

Gold Hill Mesa Metropolitan District No. 1

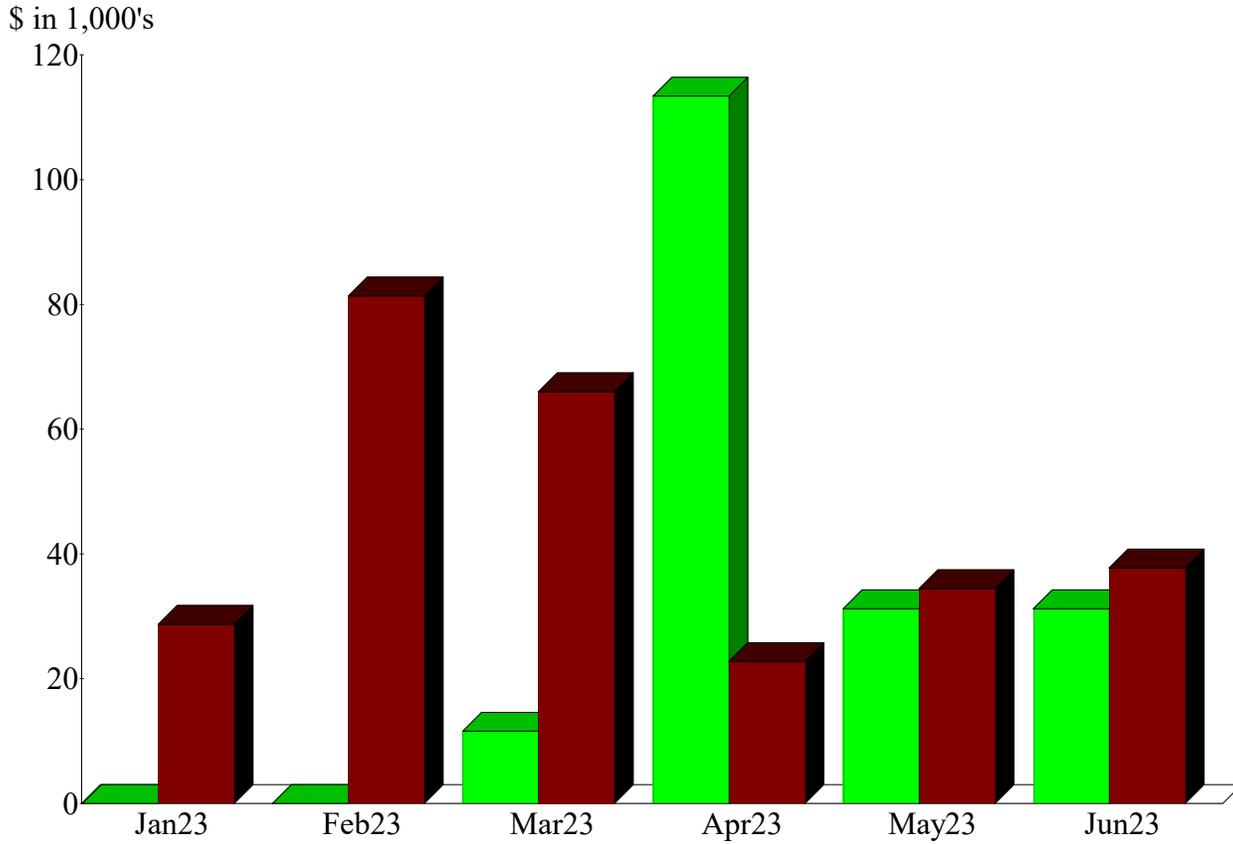
Profit & Loss Budget vs. Actual

January through June 2023

	TOTAL				
	Jun 23	Jan - Jun 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
Miscellaneous Income	0.00	1.00			
Homeowners Fee	31,253.06	187,518.36	375,046.00	-187,527.64	50.0%
Intergvtmt Rev - District #2	0.00	0.00	247,268.00	-247,268.00	0.0%
Total Income	<u>31,253.06</u>	<u>187,519.36</u>	<u>622,314.00</u>	<u>-434,794.64</u>	<u>30.13%</u>
Expense					
General & Administrative					
Accounting	0.00	13,130.95	40,000.00	-26,869.05	32.83%
Audit	3,751.65	3,751.65	9,900.00	-6,148.35	37.9%
Bank Fees	10.00	97.00			
Contingency	0.00	0.00	9,850.00	-9,850.00	0.0%
District Management	7,187.50	42,059.33	38,000.00	4,059.33	110.68%
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	0.00	12,500.00	-12,500.00	0.0%
Legal	0.00	11,776.09	17,250.00	-5,473.91	68.27%
Miscellaneous	5,000.00	5,552.19	2,000.00	3,552.19	277.61%
Repaymt - Dev Advance	0.00	0.00	100,000.00	-100,000.00	0.0%
SDA Dues	0.00	771.94			
Total General & Administrative	<u>15,949.15</u>	<u>77,139.15</u>	<u>238,000.00</u>	<u>-160,860.85</u>	<u>32.41%</u>
Operations & Maintenance					
Landscape - Maintenance	0.00	85,491.40	150,000.00	-64,508.60	56.99%
Landscape - Tree Replacement	0.00	0.00	45,000.00	-45,000.00	0.0%
Repairs & Maintenance	14,287.71	90,754.40	60,000.00	30,754.40	151.26%
Snow Removal	0.00	888.00	10,000.00	-9,112.00	8.88%
Storm Water Fees	0.00	3,396.36			
Underdrainage	0.00	0.00	72,000.00	-72,000.00	0.0%
Utilities	7,516.92	13,437.75	148,000.00	-134,562.25	9.08%
Total Operations & Maintenance	<u>21,804.63</u>	<u>193,967.91</u>	<u>485,000.00</u>	<u>-291,032.09</u>	<u>39.99%</u>
Total Expense	<u>37,753.78</u>	<u>271,107.06</u>	<u>723,000.00</u>	<u>-451,892.94</u>	<u>37.5%</u>
Net Ordinary Income	-6,500.72	-83,587.70	-100,686.00	17,098.30	83.02%
Other Income/Expense					
Other Expense					
Other Expense	0.00	0.00			
Total Other Expense	<u>0.00</u>	<u>0.00</u>			
Net Other Income	0.00	0.00	0.00	0.00	0.0%
Net Income	<u><u>-6,500.72</u></u>	<u><u>-83,587.70</u></u>	<u><u>-100,686.00</u></u>	<u><u>17,098.30</u></u>	<u><u>83.02%</u></u>

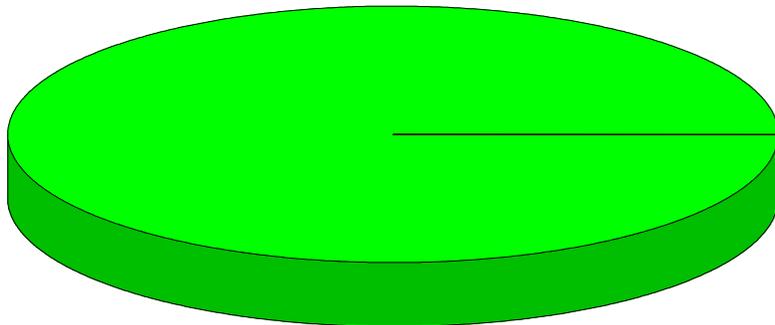
Income and Expense by Month
January through June 2023

Income
Expense



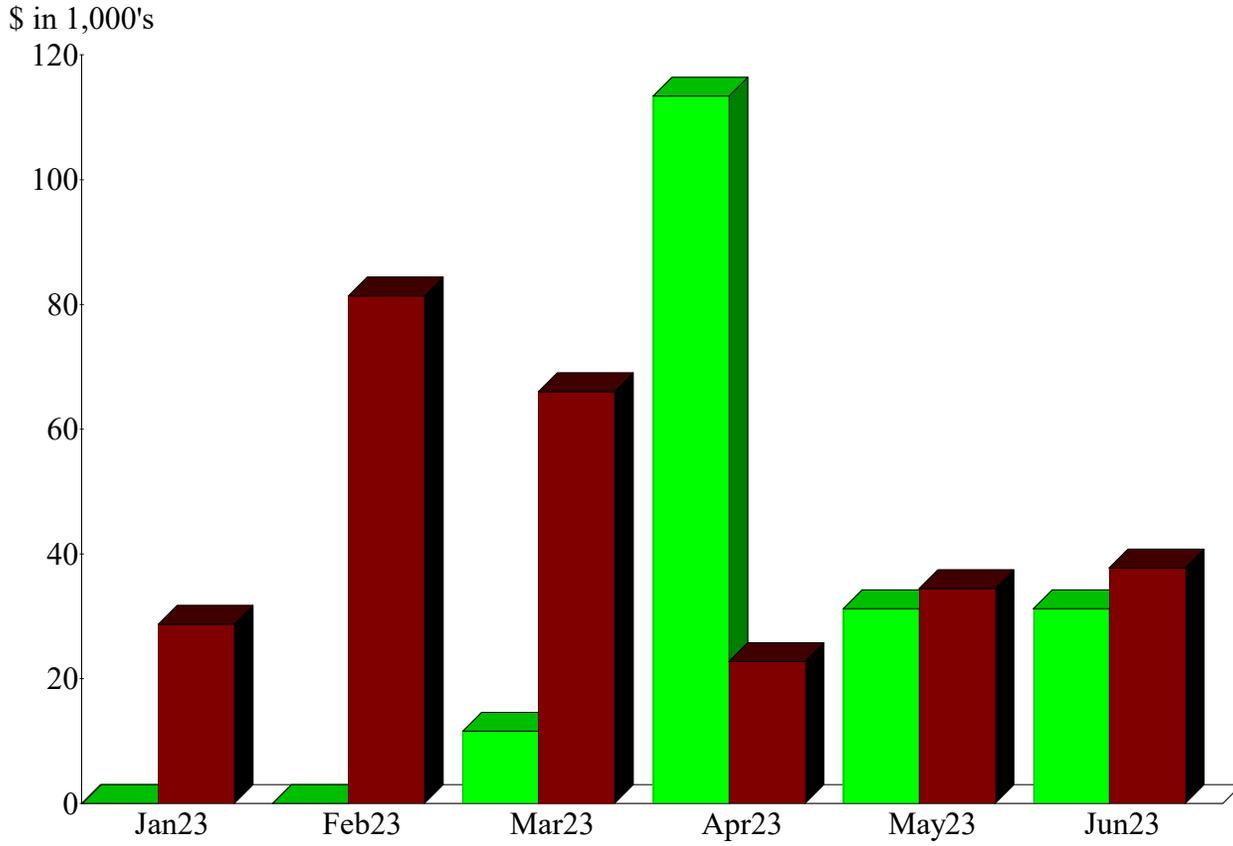
Income Summary
January through June 2023

Homeowners Fee	100.00%
Miscellaneous Income	0.01
Total	\$187,519.36



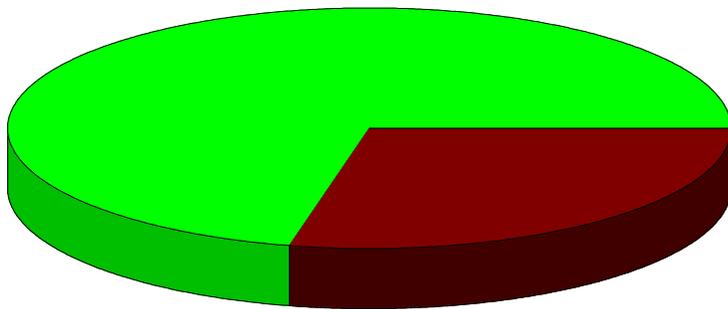
By Account

Income and Expense by Month
January through June 2023



Expense Summary
January through June 2023

Operations & Maintenance	71.55%
General & Administrative	28.45
Total	\$271,107.06



By Account

Gold Hill Mesa Metropolitan District No. 2

07/17/23

Balance Sheet

Accrual Basis

As of June 30, 2023

	<u>Jun 30, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
First Bank Checking	9,814.76
UMB Senior Bond Fund - 8486.1	922.09
UMB Reserve Fund - 8486.2	1,009,846.44
UMB Sub Project Fund - 8487.2	1,863.63
Vectra Bank	1,085,222.87
Total Checking/Savings	<u>2,107,669.79</u>
Other Current Assets	
Property Tax Receivable - O&M	1,278.45
Property Tax Receivable - Debt	1,877.81
Total Other Current Assets	<u>3,156.26</u>
Total Current Assets	<u>2,110,826.05</u>
TOTAL ASSETS	<u>2,110,826.05</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Due to District 1	39,723.75
Deferred Prop Tax Rev - O&M	1,278.45
Deferred Prop Tax Rev - Debt	1,877.81
Total Other Current Liabilities	<u>42,880.01</u>
Total Current Liabilities	<u>42,880.01</u>
Total Liabilities	42,880.01
Equity	
Fund Balance - Debt	1,367,383.08
Retained Earnings	-105,841.20
Net Income	806,404.16
Total Equity	<u>2,067,946.04</u>
TOTAL LIABILITIES & EQUITY	<u>2,110,826.05</u>

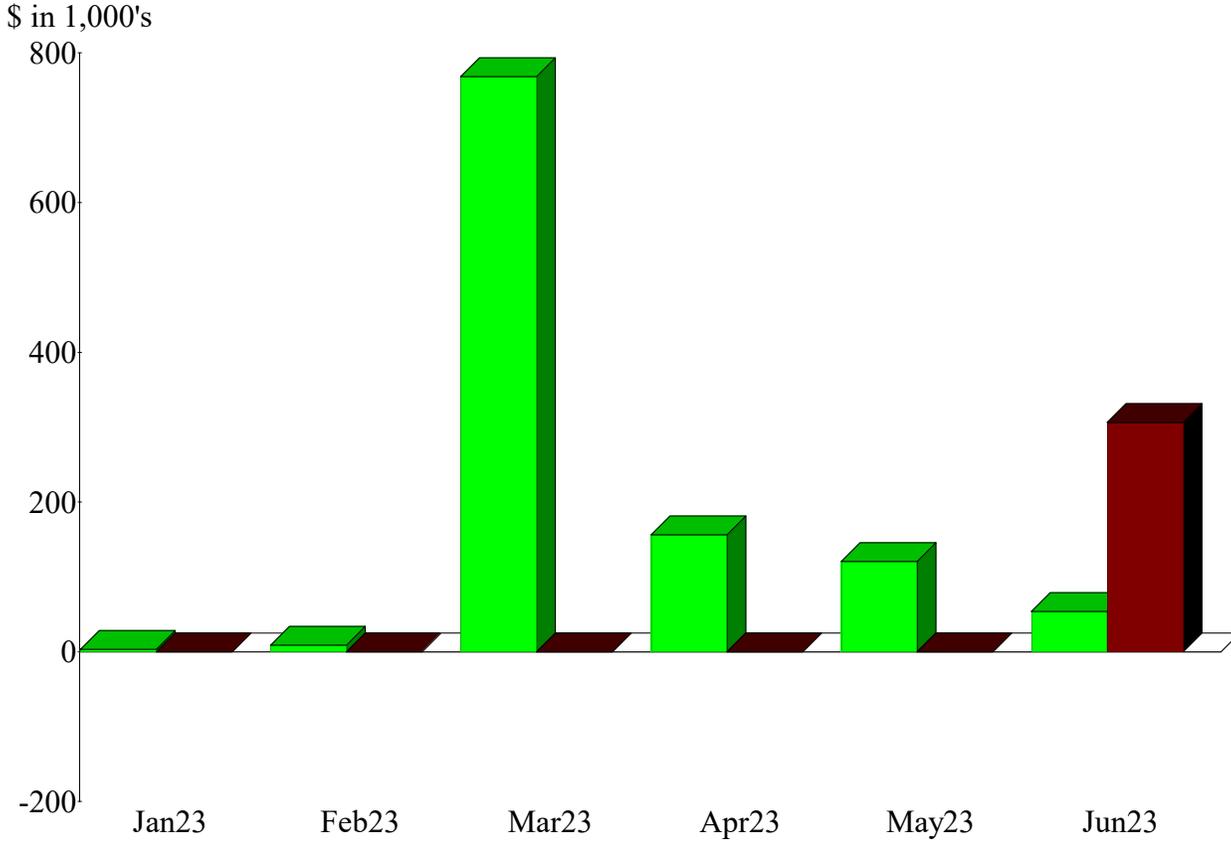
Gold Hill Mesa Metropolitan District No. 2

Profit & Loss Budget vs. Actual

January through June 2023

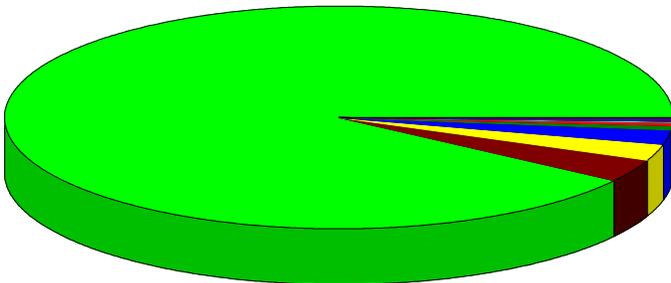
	TOTAL				
	Jun 23	Jan - Jun 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
Urbank Renewal TIF - Debt	36,002.88	909,002.78			
Urban Renewal TIF O&M	5,379.74	135,827.99			
Interest Income - Debt	4,791.20	24,573.20			
CY Property Tax - O&M	183.72	1,958.55	135.00	1,823.55	1,450.78%
Delinquent Interest - O&M	0.35	0.42			
Prior Year Tax - O&M	0.00	0.03			
Specific Ownership Tax - O&M	1,421.32	6,795.19	9.00	6,786.19	75,502.11%
CY Property Tax - Debt	734.87	7,834.19	338.00	7,496.19	2,317.81%
Delinquent Interest - Debt	0.09	0.38			
Prior Yr Tax - Debt	0.00	0.12			
Specifice Ownership Tax - Debt	5,685.27	27,180.73	24.00	27,156.73	113,253.04%
Total Income	<u>54,199.44</u>	<u>1,113,173.58</u>	<u>506.00</u>	<u>1,112,667.58</u>	<u>219,994.78%</u>
Expense					
Bank Fees	13.00	86.00			
Treasurer Collection Fee - O&M	2.76	29.38	2.00	27.38	1,469.0%
Treasurer Collection Fee - Debt	11.03	117.54	5.00	112.54	2,350.8%
Bond Expense					
Bond Interest - Series 2022A	306,537.50	306,537.50			
Total Bond Expense	<u>306,537.50</u>	<u>306,537.50</u>			
Total Expense	<u>306,564.29</u>	<u>306,770.42</u>	<u>7.00</u>	<u>306,763.42</u>	<u>4,382,434.57%</u>
Net Ordinary Income	<u>-252,364.85</u>	<u>806,403.16</u>	<u>499.00</u>	<u>805,904.16</u>	<u>161,603.84%</u>
Other Income/Expense					
Other Income					
Other Income	0.00	1.00			
Total Other Income	<u>0.00</u>	<u>1.00</u>			
Net Other Income	<u>0.00</u>	<u>1.00</u>			
Net Income	<u><u>-252,364.85</u></u>	<u><u>806,404.16</u></u>	<u><u>499.00</u></u>	<u><u>805,905.16</u></u>	<u><u>161,604.04%</u></u>

Income and Expense by Month
January through June 2023



Income Summary
January through June 2023

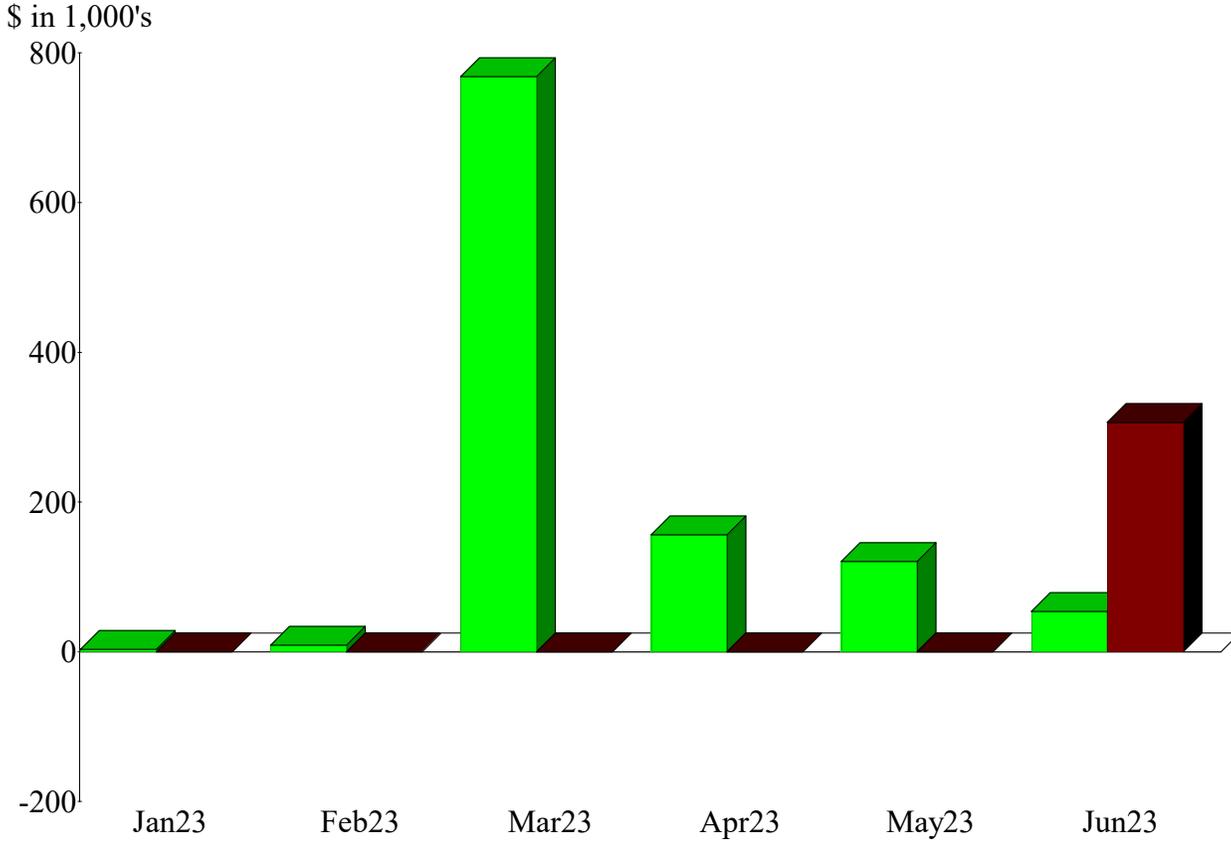
Urbank Renewal TIF - Debt	90.45%
Urban Renewal TIF O&M	3.41
Specifice Ownership Tax - Debt	2.44
Interest Income - Debt	2.21
CY Property Tax - Debt	0.70
Specific Ownership Tax - O&M	0.61
CY Property Tax - O&M	0.18
Other Income	0.01
Delinquent Interest - O&M	0.01
Delinquent Interest - Debt	0.01
Other	0.01
Total	\$1,113,174.58



By Account

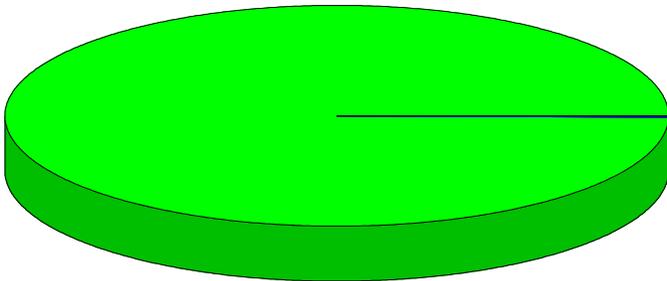
Income and Expense by Month
January through June 2023

Income
Expense



Expense Summary
January through June 2023

Bond Expense	99.92%
Treasurer Collection Fee - Debt	0.04
Bank Fees	0.03
Treasurer Collection Fee - O&M	0.01
Total	\$306,770.42



By Account



Gold Hill Mesa Metropolitan District #1

PAYABLES

7/20/2023

GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
City of Colorado Springs	48006369	7/1/2023	16.34	
City of Colorado Springs	48006508	7/1/2023	15.48	
City of Colorado Springs	48007326	7/1/2023	11.18	
City of Colorado Springs	48007327	7/1/2023	11.18	
City of Colorado Springs	48007599	7/1/2023	0.56	
City of Colorado Springs	48023274	7/1/2023	14.19	
City of Colorado Springs	48027130	7/1/2023	20.64	
City of Colorado Springs	48030664	7/1/2023	8.17	
City of Colorado Springs	48030665	7/1/2023	4.30	
City of Colorado Springs	48030666	7/1/2023	13.33	
City of Colorado Springs	48030673	7/1/2023	9.46	
City of Colorado Springs	48030724	7/1/2023	73.53	
City of Colorado Springs	48030906	7/1/2023	7.31	
City of Colorado Springs	48030936	7/1/2023	4.73	
City of Colorado Springs	48007002	7/1/2023	12.90	
City of Colorado Springs	48006916	7/1/2023	13.33	
City of Colorado Springs	48006915	7/1/2023	13.33	
Clifton Larson Allen	3766403	6/19/2023	3,751.65	
Colorado Springs Utilities	824252332	7/5/2023	16,759.34	
Colorado Springs Utilities	4695723283	5/10/2023	2,433.48	
Colorado Springs Utilities	263532438	5/3/2023	418.64	
Colorado Springs Utilities	6697214290	5/22/2023	103.31	
Colorado Springs Utilities	7557791968	5/8/2023	18.52	
Colorado Springs Utilities	4554983108	5/8/2023	23.26	
Colorado Springs Utilities	7003665252	5/8/2023	24.49	
Colorado Springs Utilities	7301829863	5/8/2023	18.86	
The Electric Way	21449	7/14/2023	478.00	
UNCC	223060656	6/30/2023	79.98	
WSDM District Managers	7481	6/30/2023	7,187.50	
TOTAL			\$ 31,546.99	





MEMORANDUM

TO: GOLD HILL MESA METROPOLITAN DISTRICT NO. 2 BOARD
FROM: REBECCA HARRIS
SUBJECT: 2022A SENIOR BONDS AND 2022B SUBORDINATE BONDS
DATE: MAY 22, 2023
CC: KEVIN WALKER, SUE GONZALES, PETE SUSEMIHL

Below are some quick references and highlights as they relate to the Gold Hill Mesa Metropolitan District No. 2 - 2022A Senior Bonds and 2022B Subordinate Bonds.

1. Is District No. 1 obligated to fund District No. 2 Bonds that would impact the dissolution for district no. 1?
 - a. No, *"None of the property taxes generated by the property located in District No. 1 or District No. 3 is available to pay debt service on the Bonds. Reference to ACI an anticipated development outside the boundaries of the District are included herein for informational purposes only. Only the property within the boundaries of the District (i.e., the property defined herein as the Development) will generate property taxes (including the Pledged Tax Revenue) pledged to the payment of the Bonds.*
2. What Disclosures are required to be filed per the Bond?
 - a. Continuing Disclosure are required to be sent on an annual basis to the trustee. The Trustee is responsible for filing the Audit with EMMA.
3. What is our Pay-off Schedule?
 - a. 2022A Senior Bonds are scheduled to mature by December 2047 and 2022B Subordinate Bonds are scheduled to mature by December 2039.
4. What Debt Restrictions are there, including issuing developer debt?
 - a. Pursuant to the Indenture, the District may issue Additional Bonds subject to certain conditions more particularly described in "THE 2022A SENIOR BONDS - Additional Bonds" and "THE 2022B SUBORDINATE BONDS - Additional Bonds." In addition, the issuance of Additional Bonds is restricted by: (a) State statutes that restrict the amount of debt issuable by special districts, (b) the availability of electoral authorization, and (c) the debt limitation with the Districts' Service Plan, as all described below.

Statutory Debt Limit. The District is subject to a statutory general obligation debt limitation established pursuant to Section 32-1-1101(6), C.R.S. Said limitation

provides that, with specific exceptions, the total principal amount of general obligation debt issued by a special district shall not at the time of issuance exceed the greater of \$2 million or 50% of the District's assessed valuation. Based upon the District's 2021 certified assessed valuation of \$17,405,290 the District's debt limitation is \$8,702,604.50. The Bonds will exceed this amount, but the 2022A Senior Bonds are permitted to be issued because they qualify for an exemption from the debt limitation statute as they will be rated in one of the four highest investment grade rating categories by one or more nationally recognized organizations which regularly rate such obligations and the 2022B(3) Subordinate Bonds are permitted to be issued because they qualify for an exception to the debt limitation statute for sales to "financial institutions or institutional investors" as such terms are defined in Section 32-1-103(6.5), C.R.S.



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 Edging Replacement

Project Description Replace edging between 1105 Lady Campbell, and Metro District where it had been removed.

Scope of Work

QTY	UoM/Size	Material/Description
8.00	LINEAR FEET	16 Gauge Roll Top Edging. 4"x10' Sections
1.00	BOX	Edging Pins
7.50	HOUR	Enhancement Laborer-Drive time and Install 3 Man Crew. (Dig, install, pin, and clean up)

For internal use only

SO# 8147807
JOB# 400200351
Service Line 130

Total Price \$876.48

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 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 Harris
Printed Name _____ Date _____

June 15, 2023

BrightView Landscape Services, Inc. "Contractor"

Associate Account Manager

Signature _____ Title _____

Jonathan Charles Oltman
Printed Name _____ Date _____

June 15, 2023

Job #: 400200351

SO #: 8147807

Proposed Price: \$876.48



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 repair cap stones
Project Description remove and replace broken cap stones

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	cap stones, glue and labor	\$656.70	\$656.70

For internal use only

SO#
JOB# 400200351
Service Line 130

Total Price \$656.70

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 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 Harris	June 08, 2023
Printed Name	Date

BrightView Landscape Services, Inc. "Contractor"

Associate Account Manager	
Signature	Title
Jonathan Charles Oltman	June 08, 2023
Printed Name	Date

Job #:	400200351		
SO #:		Proposed Price:	\$656.70



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 Billing Address	Gold Hill Mesa Metropolitan District No 1 c/o WSDM District Managers 614 N Tejon St Colorado Springs, CO 80903

Project Name Streetscape Rock
Project Description Change streetscape from grass to rock and cap irrigation

Scope of Work

QTY	UoM/Size	Material/Description
Irrigation		
1.00	LUMP SUM	Irrigation Materials- Convert sprays to drip for trees
Nellie Ln		
45.00	TON	3/8" Golden Sunset - TON Rock/Gravel at 3" Depth
3,661.00	SQUARE FEET	Filter Fabric Installed
1.00	BOX	Fabric Pins
Materials		
1.00	LUMP SUM	Dump Rate- Rental dumpsters for 80.8 Square yards demo
10.00	BAG	Gator Dust (Breeze bonding agent)
Labor		
120.00	HOUR	Demo of all turf areas, prep site, route irrigation to trees, install fabric and pins. Install rock.
Cresson Mine (Millstream-S Raven)		
62.00	TON	3/8" Golden Sunset - TON Rock/Gravel
5,069.75	SQUARE FEET	Filter Fabric Installed
1.00	BOX	Fabric Pins
4.00	EACH	Galvanized Roll Top -Edging 4"x10' 16 gauge

For internal use only

SO# 8145500
JOB# 400200351
Service Line 130

Total Price \$39,726.29

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 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 Harris
Printed Name _____ Date _____

June 13, 2023

BrightView Landscape Services, Inc. "Contractor"

Associate Account Manager

Signature _____ Title _____

Jonathan Charles Oltman
Printed Name _____ Date _____

June 13, 2023

Job #: 400200351

SO #: 8145500

Proposed Price: \$39,726.29



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 Mulch and Rock Refreshment

Project Description Replenish mulch in all mulch beds. Refresh rock and breeze near 21st entry.

Scope of Work

QTY	UoM/Size	Material/Description
118.00	CUBIC YARD	Cascade Mulch - CUBIC YARD Mulch
57.00	HOURL	Enhancement Laborer
2.50	TON	Red Breeze Cimarron - TON Rock/Gravel Installed
2.50	TON	3/4" Golden Sunset - TON Rock/Gravel Installed
4.50	CUBIC YARD	Black Rubber Mulch- CUBIC YARD Mulch Installed

For internal use only

SO# 8160448
JOB# 400200351
Service Line 130

Total Price \$31,834.77

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 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 Harris
Printed Name

July 06, 2023
Date

BrightView Landscape Services, Inc. "Contractor"

Associate Account Manager

Signature _____ Title _____

Jonathan Charles Oltman
Printed Name _____ Date _____

July 06, 2023

Job #: 400200351

SO #: 8160448

Proposed Price: \$31,834.77

Mulch and Rock repalcement

GOLD HILL MESA OVERALL FILINGS ADDRESS EXHIBIT



HTL

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

DATE	REVISION	DATE	BY
06/03/2014	REVISION		

2790 N Academy Blvd, Suite 311
Camarillo, CA 93015
www.BARRONLAND.com

BARRON LAND

715.585.6827
715.466.1827

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 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
Tree Repalcement		
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	HOUR	Enhancement Laborer
stump removal		
2.00	DAY	20 HP Stump Grinder - Daily Equipment Rate
40.00	HOUR	Enhancement Laborer

For internal use only

SO# 8161816
JOB# 400200351
Service Line 130

Total Price \$56,642.64

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 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 Harris
Printed Name

July 06, 2023
Date

BrightView Landscape Services, Inc. "Contractor"

Associate Account Manager

Signature _____ Title

Jonathan Charles Oltman
Printed Name

July 06, 2023
Date

Job #: 400200351

SO #: 8161816

Proposed Price: \$56,642.64

Previously Removed Trees

GOLD HILL MESA OVERALL FILINGS ADDRESS EXHIBIT



HTL

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

DATE	REVISION	DATE	BY
06/03/2014	REVISION		

2790 N Academy Blvd, Suite 311
Coeville, Georgia, US 30617
www.BARRONLAND.com

BARRON LAND

7 715.585.6827
7 715.456.1827

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
Dead Tree Removal			Subtotal	\$7,964.10
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

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 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 Harris
Printed Name

July 06, 2023
Date

BrightView Landscape Services, Inc. "Contractor"

Associate Account Manager

Signature _____ Title _____

Jonathan Charles Oltman
Printed Name

July 06, 2023
Date

Job #: 400200351

SO #: 8160572

Proposed Price: \$82,938.11

Dead Tree Map

GOLD HILL MESA OVERALL FILINGS ADDRESS EXHIBIT

- Austrian Pine
- Maple
- Linden
- Locust
- White Ash
- Creeping Juniper
- Karl Forester
- Golden Spirea
- Purple Willow
- Potentilla



- = Metro District Landscape Tract
- = Metro District Walk to be Shoveled
- = Metro District Walk to be Shoveled
- = Metro District Drainage Tract

DATE	REVISION	DATE	BY
06/10/2014	REVISION		

BARRON & LAND
 2750 N Academy Blvd, Suite 311 P 715.585.6827
 Colorado Springs, CO 80917 F 719.486.1827
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

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

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 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 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

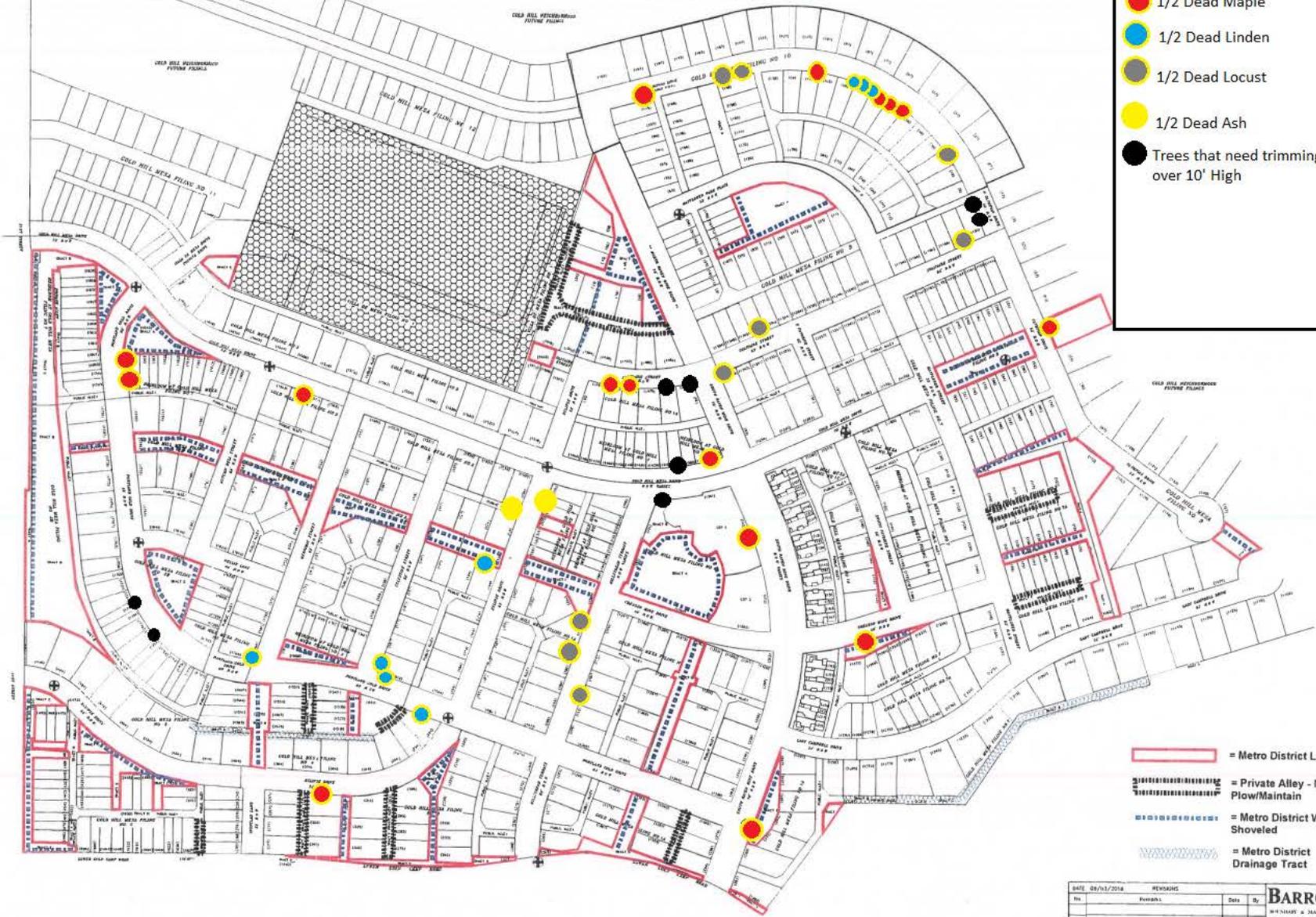
Proposed Price: \$5,042.70



Partly Dead Tree Map

GOLD HILL MESA OVERALL FILINGS ADDRESS EXHIBIT

- 1/2 Dead Maple
- 1/2 Dead Linden
- 1/2 Dead Locust
- 1/2 Dead Ash
- Trees that need trimming over 10' High



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

DATE	REVISION	DATE	BY
06/13/2018	Final		

BARRON LAND
 2750 N Academy Blvd, Suite 311 P 715.585.6827
 Colorado Springs, CO 80917 F 719.456.1827
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 Pet Station Repair/Replacement
 Project Description Repair/replace two pet stations at Gold Hill Mesa

Scope of Work

QTY	UoM/Size	Material/Description
16.00	HOUR	Enhancement Laborer
2.00	EACH	Pet Station- Sign, post, 10 Gallon can with lid, hardware.

For internal use only

SO# 8164429
JOB# 400200351
Service Line 130

Total Price \$2,127.48

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 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 Harris
Printed Name

July 06, 2023
Date

BrightView Landscape Services, Inc. "Contractor"

Associate Account Manager

Signature _____ Title _____

Jonathan Charles Oltman
Printed Name

July 06, 2023
Date

Job #: 400200351

SO #: 8164429

Proposed Price: \$2,127.48





Quality Site Assessment

Prepared for: Gold Hill Mesa Metro District

General Information

- DATE: Wednesday, Jun 28, 2023
- NEXT QSA DATE: Monday, Sep 25, 2023
- CLIENT ATTENDEES:
- BRIGHTVIEW ATTENDEES: Jonathan Oltman

Customer Focus Areas

Landscape

Quality you can count on.

<h1>7</h1> <p>Seven Standards of Excellence</p>	 <p>1</p> <p>Site Cleanliness</p>	 <p>2</p> <p>Weed Free</p>	 <p>3</p> <p>Green Turf</p>
	 <p>4</p> <p>Crisp Edges</p>	 <p>5</p> <p>Spectacular Flowers</p>	 <p>6</p> <p>Uniformly Mulched Beds</p>

Maintenance Items



- 1** Grass is looking green and healthy. As the hot summer months are now here we will be keeping an eye out for areas in need of additional irrigation or repairs.
- 2** Tree lawns are in overall good health. Some areas have been noticed to be thinning, and instructions have been made to the maintenance team to avoid mowing those areas. Irrigation is also being tested in areas with grass stress. Also seen in this picture is one example of an area where a tree has been removed and is in need of replacement.
- 3** Overall the weeds in rock areas are starting to die with treatment. Most areas are looking clear of weeds. The maintenance team is working daily to pull and spray weeds in rock beds for a clean appearance. Continued weed spraying and pulling will be needed to maintain appearance.

Notes to Owner / Client



- 1** This is a grass fungus disease commonly called fairy ring. Fairy ring is difficult to treat and can spread over time. We will be keeping an eye out for any further growth of the fungus and will recommend treatments if the problem continues or worsens.