



MOUNTAIN VISTA METROPOLITAN DISTRICT

Regular Board Meeting held in person and virtually
8605 Explorer Dr, Colorado Springs, CO 80920

Thursday, October 5, 2023 – 10:00 a.m.

**** Please join the meeting from your computer, tablet or smartphone****

<https://video.cloudoffice.avaya.com/join/019683831>

United States: +1 (213) 463-4500

Access Code: 019-683-831

Board of Director	Title	Term
Brian Bahr	President	May 2025
John Eliot	Vice President	May 2025
Richard Vorwaller	Assistant Secretary	May 2027
VACANT	Assistant Secretary	May 2027
Craig Anderson	Treasurer/ Secretary	May 2027

AGENDA

1. Call to Order
2. Declaration of Quorum/Director Qualifications/ Disclosure Matters
3. Approval of Agenda
4. Review Letters of Interest to Fill Vacant Position and Consider Appointment (under separate cover)
5. Regular Business Items (These items are routine and may be approved in one motion. There will be no separate discussion of these items unless requested, in which event, the item will be heard immediately)
 - a. Approval of Board Meeting Minutes from the September 7, 2023 (enclosure)
 - b. Ratify approval of Payables through the Period ending September 21, 2023 (enclosure)
 - c. Acceptance of Unaudited Financial Statements as of September 30, 2023, and the schedule of cash position updated as of September 30, 2023 (enclosure)
6. Management Matters
 - a. Manager's Report (enclosure)
7. Public Comment (Limited to 3 minutes and only items not on the agenda)
8. General Business
 - a. Discuss Vehicle Accident Insurance Claim and Consider Approval for Repairs
 - b. Discuss and Consider Approval of the 2023-2024 Season Snow Removal Contract
 - c. Review and Consider Approval of the Bioswale Repair Proposal on 2 Lots
9. Adjourn
 - a. Next Regular Meeting Date – November 2, 2023, at 10:00 am
 - b. Annual Townhall Meeting Date – November 2, 2023, at 11:00 am





**MINUTES OF A REGULAR MEETING
OF THE BOARD OF DIRECTORS OF THE
MOUNTAIN VISTA METROPOLITAN DISTRICT
HELD SEPTEMBER 7, 2023, AT 10:00 AM**

Pursuant to posted notice, the regular meeting of the Board of Directors of the Mountain Vista Metropolitan District was held on Thursday, September 7, 2023, at 10:00 AM, at 8605 Explorer Dr, Colorado Springs, CO 80920 and virtually via video teleconference.

Attendance

In attendance were Directors:

Brian Bahr (Excused)
Craig Anderson
John Eliot
Richard Vorwaller

Also in attendance were:

Kevin Walker, WSDM
Rebecca Harris, WSDM
Rylee DeLong, WSDM
Pete Susemihl, Susemihl, McDermott & Downie, P.C.
Eric Stedman, Resident

1. Call to Order: Mr. Walker called the meeting to order at 10:06 a.m.
2. Declaration of Quorum/ Director Qualifications/ Disclosure Matters: Mr. Walker confirmed a quorum was present with President Bahr excused. Mr. Susemihl confirmed all Directors are qualified and disclosures have been filed.
3. Approval of Agenda: Director Vorwaller moved to approve the Agenda as presented; seconded by Director Eliot. Motion passed unanimously.
4. Review Letter of Interest to Fill Vacant Position and Consider Appointment: Mr. Walker introduced a letter of interest received from Eric Stedman to fill the vacant position on the Board of Directors. Mr. Stedman commented that he and his neighbors feel that their voices are not represented on the Board. His goal for joining would be better communication between the residents and the District. He would like to help provide a solution to concerns from the community regarding weeds.

Mr. Walker commented that one responsibility of a board member is to represent the District as a fiduciary. Board members have a fiduciary responsibility to the District. Mr. Walker noted that Mr. Stedman has a lien on his property for fees that have not been paid to the District and asked him if he could address that. Mr. Stedman commented that he does not pay the trash bill because he doesn't use the service and expressed that there are things in the Covenants he would like to see changed as they do not represent the residents. He commented that if the trash lien is the deal breaker, he can figure something out. Mr. Stedman said he does not feel that his unpaid trash billing should not be an issue with him representing the District. Director Eliot commented that it is important to

understand what the goals and mandates of the District are versus individual needs, and noted that the District serves a collective community. Director Eliot recommended the Board table this item until the lien issue is cleaned up. Mr. Stedman commented on the weeds in the community and compared it to him not paying his trash bill.

Director Anderson asked if Mr. Stedman has additional concerns other than the weeds. Mr. Stedman confirmed he has a long list of concerns that he has drafted with neighbors and would like to get resolved. Director Anderson asked why the issues could not be presented to the Board of Directors and District Management at this time. Mr. Stedman responded that he has brought his concerns, and his goal is to have a voice and a vote for the community. The Board discussed that they would like to get the conflict of the lien resolved and consider taking action at the next Board meeting. The Board discussed that the Covenants require the trash service fee be paid whether the service is used or not. Mr. Stedman commented that him paying his trash bill is not a requirement to serve on the Board, and the Covenants also require that public spaces have weeds removed and that is not being done. Director Anderson commented that residents cannot pick and choose which Covenants they would like to abide by. Director Eliot noted that when issues such as weeds are brought to the Board, the Board and District Manager takes action to correct the issue and comply with the Covenants.

Ms. Harris discussed the District's budget regarding weed control and landscaping costs. She noted the Board will discuss this during the 2024 budget process and will address the option of increasing the landscape and maintenance budget.

Director Eliot moved to table this item until the next meeting to get the outstanding issue resolved before taking an action. Director Eliot added that he is uncomfortable taking an action with this true conflict out there. Mr. Walker noted it is not a legal requirement to pay outstanding fees in order to join the Board, but existing Board members can exercise proper judgement and request additional time to review and consider filling the vacant position. Director Vorwaller seconded the motion. Motion passed unanimously.

5. Regular Business Items

- a. Approval of Board Meeting Minutes from the July 20, 2023 Special Meeting: Director Eliot moved to approve the July 20, 2023 Meeting Minutes; seconded by Director Vorwaller. Motion passed unanimously.
- b. Ratify approval of Payables through the Period ending August 22, 2023: Director Eliot moved to ratify approval of Payables through the period ending August 22, 2023; seconded by Director Anderson. Motion passed unanimously.
- c. Acceptance of Unaudited Financial Statements as of August 31, 2023 and the schedule of cash position updated as of August 31, 2023: Mr. Walker presented the Unaudited Financial Statements as of August 31, 2023. After review, Director Eliot moved to approve the Unaudited Financial Statements; seconded by Director Vorwaller. Motion passed unanimously.

6. Financial Matters:

- a. Discuss of 2023 Assessed Valuations: Mr. Walker outlined a substantial increase in the 2023 assessed valuations, which creates both opportunities and issues relative to budgeting for next year. Valuations are 20% higher than last year and very little is from new construction. The draft budget will be presented to the Board by October 15th. Mr. Walker discussed proposed legislation, Proposition HH which would include property tax breaks.

7. Management Matters

- a. Manager's Report: Mr. Walker presented the Manager's Report and discussed landscaping maintenance.

8. Public Comment: Mr. Stedman asked about the timeline on the pond and retaining wall repairs. Mr. Walker explained the pond is operating correctly and was not compromised. An engineer was engaged for the retaining wall and the repairs are currently in the bidding process and will be discussed further in item 9(a). Mr. Walker noted the region was declared a disaster area from the recent storms, and preliminary work has been done for the District regarding any potential reimbursements from the EPA or FEMA.
9. General Business:
 - a. Review and Consider Approval of Proposals for Retaining Wall Repairs: Mr. Walker presented three proposals for the retaining wall repairs. WSDM recommends selecting the bid from Hammers Construction based on the one-year warranty for workmanship. They have also done maintenance on the pond and are very familiar with the situation. After review, Director Eliot moved to move forward with the Hammers Construction proposal; seconded by Director Vorwaller. Motion passed unanimously.
 - b. Discuss Annual Townhall Meeting: Ms. Harris explained the new legislation that requires the District to hold an Annual Townhall Meeting for the community to provide information on the District's financials and answer questions. Ms. Harris recommended scheduling the meeting in November in conjunction with the Budget Hearing. Management is instructed to confirm availability with Brian Bahr and set a date in November.
10. Adjourn: There being no further business to come before the Board, Director Eliot moved to adjourn at 11:00 a.m.; seconded by Director Anderson. Motion passed unanimously.

Respectfully Submitted,

Craig Anderson, Secretary



Mountain Vista Metropolitan District
PAYABLES
9/20/2023
GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
City of Colorado Springs	48023056	9/1/2023	\$ 35.55	
City of Colorado Springs	48028902	9/1/2023	\$ 5.40	
City of Colorado Springs	48028901	9/1/2023	\$ 57.60	
City of Colorado Springs	48028903	9/1/2023	\$ 7.65	
City of Colorado Springs	48032108	9/1/2023	\$ 125.10	
City of Colorado Springs	48032232	9/1/2023	\$ 71.55	
City of Colorado Springs	48022821	9/1/2023	\$ 84.15	
City of Colorado Springs	48023097	9/1/2023	\$ 29.25	
City of Colorado Springs	48033655	9/1/2023	\$ 32.85	
Colorado Interactive, LLC	14068738	8/31/2023	\$ 146.10	
Colorado Springs Utilities	2657352726	9/6/2023	\$ 5,740.26	
Colorado Springs Utilities	3882724424	9/6/2023	\$ 16.08	
Colorado Springs Utilities	5666367862	9/6/2023	\$ 4,340.10	
HC Hammers Construction	2023-SW-025.3	9/1/2023	\$ 550.00	
HC Hammers Construction	2023-SW-029.2	9/1/2023	\$ 400.00	
Susemihl Mcdermott Downie P.C.	35476	8/31/2023	\$ 375.00	
Weisburg Landscape Maintenance	51831	9/14/2023	\$ 257.50	
Weisburg Landscape Maintenance	51749	8/31/2023	\$ 149.00	
Weisburg Landscape Maintenance	51889	9/30/2023	\$ 4,506.00	
WSDM District Managers	7656	8/31/2023	\$ 3,767.10	
TOTAL			\$ 20,696.24	

DEBT SERVICE FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
UMB	81023	8/10/2023		July Tax Collections

TOTAL FOR ALL FUNDS

\$ 20,696.24

, President

Kirkpatrick Funds	\$ 894,565.70
9/21 Draw	<u>\$ (20,696.24)</u>
Kirkpatrick Funds After Draw	\$ 873,869.46



Mountain Vista Metropolitan District

Balance Sheet

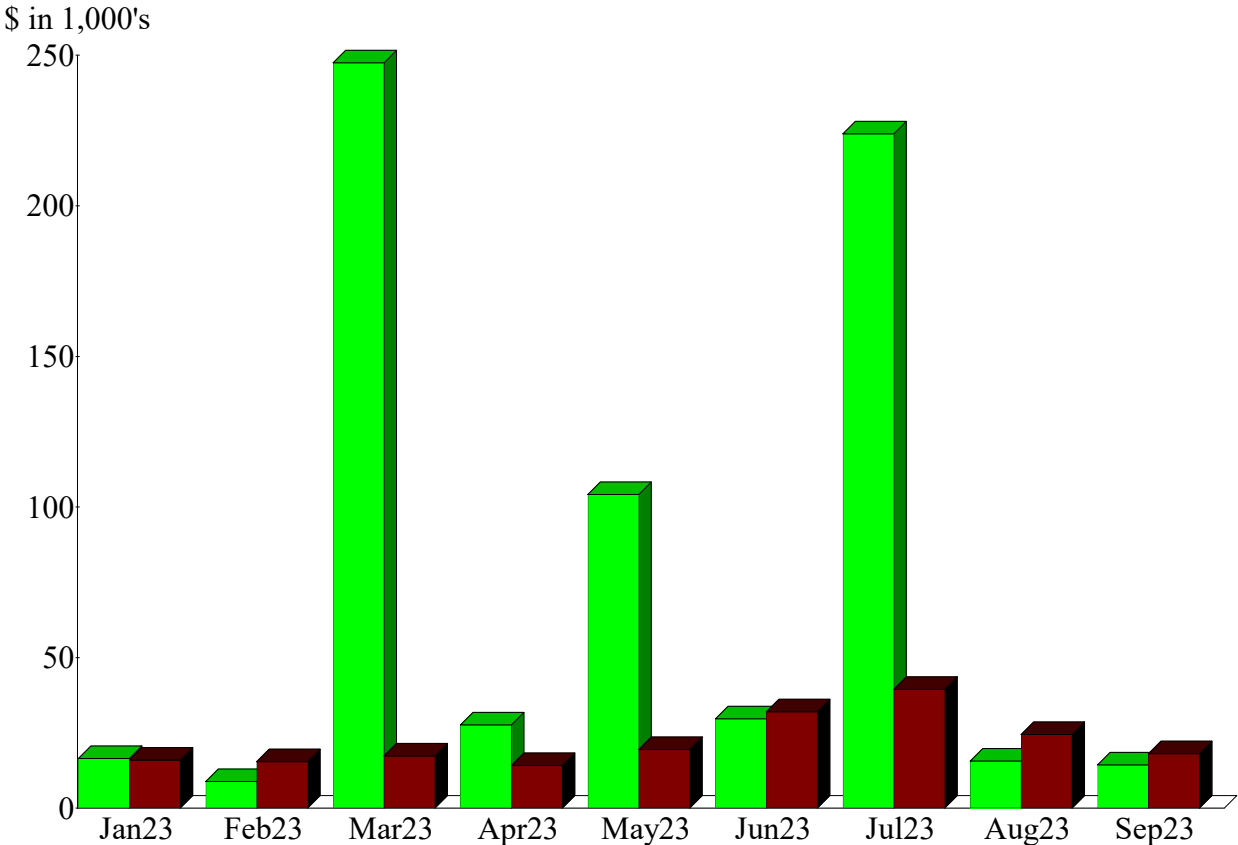
As of September 30, 2023

	Sep 30, 23
ASSETS	
Current Assets	
Checking/Savings	
3079 - Kirkpatrick Checking	863,481.54
UMB Bond Fund 157277.1	391,737.51
UMB Series 2021 Project Fund	1,261,415.35
Total Checking/Savings	2,516,634.40
Accounts Receivable	
Accounts Receivable	6,000.00
Total Accounts Receivable	6,000.00
Other Current Assets	
Property Tax Receivable	1,029.91
12000 - Undeposited Funds	45.00
Total Other Current Assets	1,074.91
Total Current Assets	2,523,709.31
Fixed Assets	
Construction in Progress	10,366,028.70
Total Fixed Assets	10,366,028.70
TOTAL ASSETS	12,889,738.01
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 - Accounts Payable	23,011.24
Total Accounts Payable	23,011.24
Other Current Liabilities	
Accrued Interest	300,186.00
Prepaid Trash Fees	15,685.00
Deferred Property Tax Revenue	1,029.91
Total Other Current Liabilities	316,900.91
Total Current Liabilities	339,912.15
Long Term Liabilities	
26000 - Series 2021 Bonds	10,800,000.00
26500 - Barnes Road Set Aside	1,200,000.00
Total Long Term Liabilities	12,000,000.00
Total Liabilities	12,339,912.15
Equity	
30000 - Opening Balance Equity	132,142.06
32000 - Retained Earnings	-74,070.26
Net Income	491,754.06
Total Equity	549,825.86
TOTAL LIABILITIES & EQUITY	12,889,738.01

Mountain Vista Metropolitan District
Profit & Loss Budget vs. Actual
January through September 2023

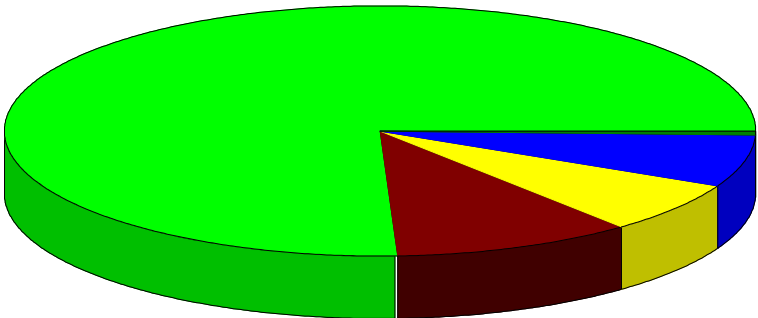
	TOTAL				
	Sep 23	Jan - Sep 23	Budget	\$ Over Budget	% of Budget
Income					
Building Permit Fees					
1-0010 · Single Family - Fee	6,000.00	72,000.00	100,000.00	-28,000.00	72.0%
Total Building Permit Fees	6,000.00	72,000.00	100,000.00	-28,000.00	72.0%
Treasurer Taxes					
1-1000 · Current Year Tax- O&M	553.29	121,941.68	122,199.15	-257.47	99.79%
1-1015 · Delinquent Interest O&M	22.13	40.73			
1-1020 · Specific Ownership Tax - O&M	1,236.43	8,428.76	8,553.94	-125.18	98.54%
2-1000 · Current Year Tax- Debt	1,659.88	365,825.03	366,597.45	-772.42	99.79%
2-1015 · Delinquent Interest - Debt	66.39	122.20			
2-1020 · Specific Ownership tax - Debt	3,709.30	25,286.28	25,661.82	-375.54	98.54%
Total Treasurer Taxes	7,247.42	521,644.68	523,012.36	-1,367.68	99.74%
1-2000 · Late Fee	165.00	1,291.00			
1-2010 · Trash Service	1,020.00	47,034.98	61,200.00	-14,165.02	76.86%
1-3000 · Interest Income	0.00	46,489.69	36,000.00	10,489.69	129.14%
Total Income	14,432.42	688,460.35	720,212.36	-31,752.01	95.59%
Expense					
Treasurer Fee					
1-1100 · Treasurer Collection Fee - O&M	8.63	1,829.75	1,832.99	-3.24	99.82%
2-1100 · Treasurer Collection Fee - Debt	25.90	5,489.22	5,498.96	-9.74	99.82%
Total Treasurer Fee	34.53	7,318.97	7,331.95	-12.98	99.82%
1-1200 · Professional Services					
1-1210 · Audit/ Accounting	0.00	9,325.00	9,250.00	75.00	100.81%
1-1220 · District Managment	0.00	25,237.60	45,000.00	-19,762.40	56.08%
1-1230 · Trash Service	0.00	38,660.50	61,200.00	-22,539.50	63.17%
1-1250 · Legal	0.00	5,280.67	10,000.00	-4,719.33	52.81%
Total 1-1200 · Professional Services	0.00	78,503.77	125,450.00	-46,946.23	62.58%
1-1270 · Bond Costs					
Interest Expense	0.00	0.00	605,758.15	-605,758.15	0.0%
Total 1-1270 · Bond Costs	0.00	0.00	605,758.15	-605,758.15	0.0%
1-1300 · Bank Fees	0.00	2,155.29	1,000.00	1,155.29	215.53%
Capital Improvements	0.00	0.00	1,230,000.00	-1,230,000.00	0.0%
1-1310 · Copies & Postage	0.00	1,383.96	2,500.00	-1,116.04	55.36%
1-1320 · Office Supplies	0.00	83.37			
1-1400 · Dues & Subscriptions	0.00	1,237.50	600.00	637.50	206.25%
1-1450 · Insurance	0.00	445.00	10,000.00	-9,555.00	4.45%
1-1500 · Board Election	0.00	0.00	5,000.00	-5,000.00	0.0%
1-1600 · Landscape Maintenance & Repairs					
1-1610 · Utilities	10,096.44	38,960.20	70,000.00	-31,039.80	55.66%
1-1600 · Landscape Maintenance & Repairs - Other	4,763.50	44,712.59	75,000.00	-30,287.41	59.62%
Total 1-1600 · Landscape Maintenance & Repairs	14,859.94	83,672.79	145,000.00	-61,327.21	57.71%
1-1620 · Stormwater Fee	3,269.10	21,905.64	20,000.00	1,905.64	109.53%
1-1630 · Miscellaneous	0.00	0.00	50,000.00	-50,000.00	0.0%
Total Expense	18,163.57	196,706.29	2,202,640.10	-2,005,933.81	8.93%
Net Income	-3,731.15	491,754.06	-1,482,427.74	1,974,181.80	-33.17%

Income and Expense by Month January through September 2023



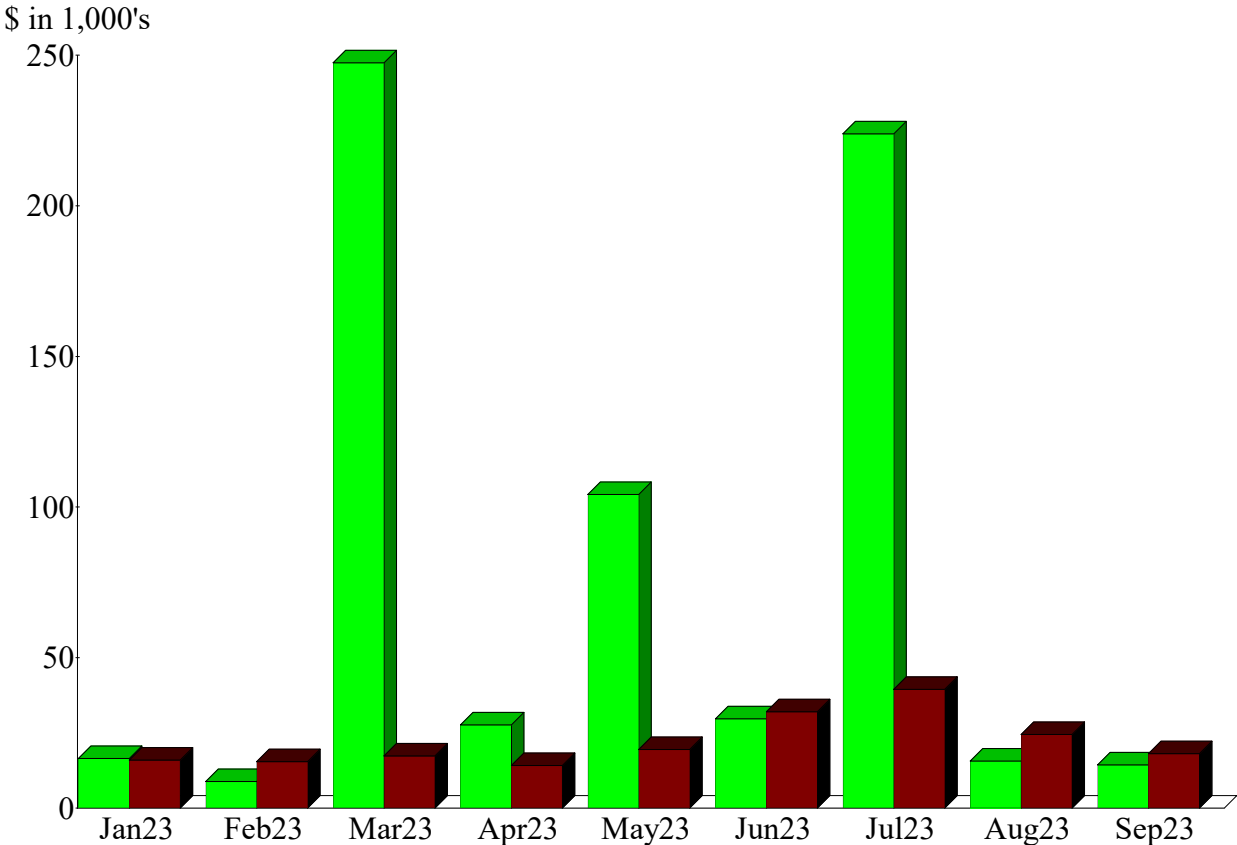
Income Summary January through September 2023

Treasurer Taxes	75.77%
Building Permit Fees	10.46
1-2010 · Trash Service	6.83
1-3000 · Interest Income	6.75
1-2000 · Late Fee	0.19
Total	\$688,460.35



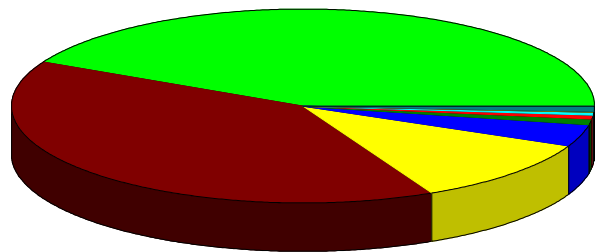
By Account

Income and Expense by Month January through September 2023



Expense Summary January through September 2023

1-1600 · Landscape Maintenance & Repai	42.54%
1-1200 · Professional Services	39.91
1-1620 · Stormwater Fee	11.14
Treasurer Fee	3.72
1-1300 · Bank Fees	1.10
1-1310 · Copies & Postage	0.70
1-1400 · Dues & Subscriptions	0.63
1-1450 · Insurance	0.23
1-1320 · Office Supplies	0.04
Total	\$196,706.29



By Account





MEMORANDUM

TO: MOUNTAIN VISTA METROPOLITAN DISTRICT BOARD OF DIRECTORS
FROM: HEATHER SMITH
SUBJECT: MONTHLY MANAGERS REPORT FOR OCTOBER – 2023
DATE: OCTOBER 2, 2023
CC: REBECCA HARRIS

Landscape Maintenance:

- Bioswales: New bioswale erosion concerns at 4379 Prairie Agate and 4463 Zircon Drive. Proposal for clean-out and restoration on agenda for October.
- Filing 6: Landscape maintenance has been accepted by the City and transitioned to the District. Weisburg will be providing an amendment to the contract to ensure these areas are serviced the remainder of the season and going forward. Challenger is in the process of obtaining title insurance for the final turn-over of the Filing 6 assets to the District.
- Weed Control & Native Mowing: Management has spoken with a number of residents regarding the current maintenance contract and has identified a substantial gap between the service contract as funded and the service expectation desired by some residents. We have spoken to Weisburg about potentially expanding the contract to meet a higher level of service and will be including this proposed increase for consideration with the 2024 budget.

General Maintenance:

- Retaining Wall Repairs: The retaining wall near the round-a-bout on Graphite and Shale sustained substantial damage during the heavy rains in June. At the September meeting, the Board approved a repair proposal from Hammers Construction, which has since been updated to include the required Performance Bond.
- Retaining Wall Funding: Management is pursuing potential FEMA and/or EPA funding for this project, which requires that specific verbiage be included in the contract. Management and Legal Council are working with representatives at the state level to update the contract with this required verbiage prior to finalizing the contract and scheduling the work.

Property Owner Communication:

- Recent concerns over the level of service for landscape maintenance have highlighted a gap in communication with residents. We were able to close the gap just a bit by sending a mass email with clarifying information to those have registered an email address with

Management. Unfortunately, this does not represent a large percentage of the Property Owners.

- Creating a monthly or quarterly newsletter is a potential solution to increase communication and avoid these issues in the future, which could be considered for funding in 2024.

Billing Update:

- 4th Quarter bills will go out 10/6
- 38 – 2nd Reminder Letters went out 9/6/2023
- 14 Liens remain in place for dues and fees not yet paid

Mountain Vista Covenant Matters (additional reports attached)

- Violations issued YTD:
 - 66 Violations have been issued to date for 2023.
 - 11% pertaining to nuisance behaviors
 - 59% pertaining to weeds and lawn maintenance
 - 14% pertaining to vehicle violations (parked incorrectly/ unapproved trailer)
 - 2% pertaining to general lack of maintenance or unsightliness
 - 5% pertaining to unapproved installations
 - 38 violations are receiving fines.
- Architectural Submissions Reviewed:
 - 34 Submissions reviewed YTD: (30 approved, 4 approved with stipulations)
 - 21% Landscaping
 - 15% Detached Structure/ Building
 - 15% Shed
 - 6% Fence
 - 10% Patio/Arbor/Deck
 - 4% Solar Panels
 - 4% Paint
 - 25% Other Category

Cited Violation

66 Responses

Best Response

Section 4.08 of the CCR's - Weeds. The entire area of every Lot on which no Improvement h...

59%

Percentage

66

Responses

Data	Response	%
Section 4.08 of the CCR's - Weeds. The entire area of every Lot on whi...	39	59%
Section 4.11 of the CCR's - Vehicles. (a) Parking. A boat, trailer, camper (o...	9	14%
Section 4.01 of CCR's - Building and Grounds Maintenance. The exterior...	7	11%
Section 4.06 of the CCR's - Nuisances. Noxious, hazardous or offensive ...	7	11%
Section 3.03 of the CCR's - Improvements. All Improvements placed on ...	3	5%
Section 4.05 of CCR's - Refuse. Unsightly objects or materials, including ...	1	2%
Section 4.07 of the CCR's - Lights, Sounds, and Odors. Lights that are un...	0	0%
Section 4.10 of the CCR's - Animals. No animals or livestock of any kind s...	0	0%
Section 4.12 of the CCR's - Signs. Any sign, poster, billboard, advertising ...	0	0%
Section 3.41 of the Design Guidelines - Pet owners are expected to pick ...	0	0%
Section 4.2 of the Design Guidelines - Construction hours shall be betwe...	0	0%
Section 4.4 of the Design Guidelines - Excess excavation material shall b...	0	0%
Section 4.01 of CCR's - Building and Grounds Maintenance. The exterior...	0	0%
Section 4.05 of CCR's - Refuse. Unsightly objects or materials, including ...	0	0%

MVMD Violation Tracker

Details of Violation

66 Responses

Data	Responses
Please remove the weeds from your property, including along fence lines, in rock beds, and in the easement between streets and sidewalks	17
Dead Grass--Please revive or communicate a plan for reviving your grass	4
Please remove the weeds from your property	4
Please remove basketball hoops when not in use.	4
Please remove the weeds from your property and mow	4
Please clear driveway and surrounding sidewalk from snow or ice.	3
Please keep noise down	2
Remove weeds from front yard	2
District houses are not permitted to be used as a rental such as a bed and breakfast, Airbnb or for other commercial purposes.	2
Please do not park on side of street	2
Please take down basketball hoop, when not in use	2
Please remove excess toys and pool while not in use.	1
Unapproved construction in the back yard needs to be approved first.	1
please revive grass in front and back yard	1

Fine to be Applied:

66 Responses

Data	Responses
Fines of \$10/week applied if not addressed by the deadline	38
\$10/week until resolved	19
Fines of \$10/week if not resolved by deadline	2
\$10/ week until resolved	2
\$10/week if not resolved by deadline	1
\$10 a week if not resolved by the resolution date.	1
\$10/week week unless resolved by the deadline	1
\$10/week unless resolved by deadline	1
\$10/week unless resolved by the deadline	1

Year to Date Data: Mountain Vista Architectural Submission Form

Review Status

35 Responses

Best Response

Done

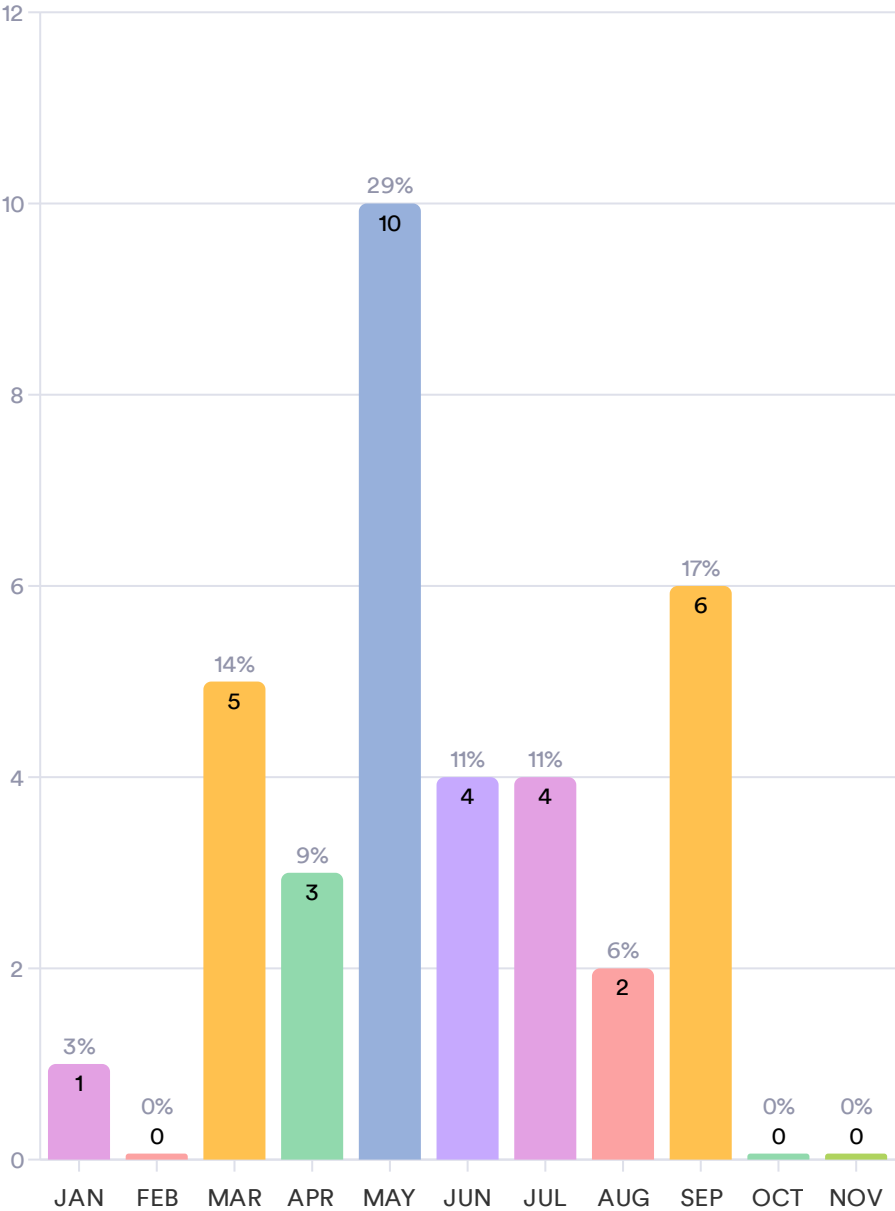
100%
Percentage

35
Responses

Data	Response	%
Done	35	100%
In Progress	0	0%
Todo	0	0%

Monthly Reviews

35 Responses

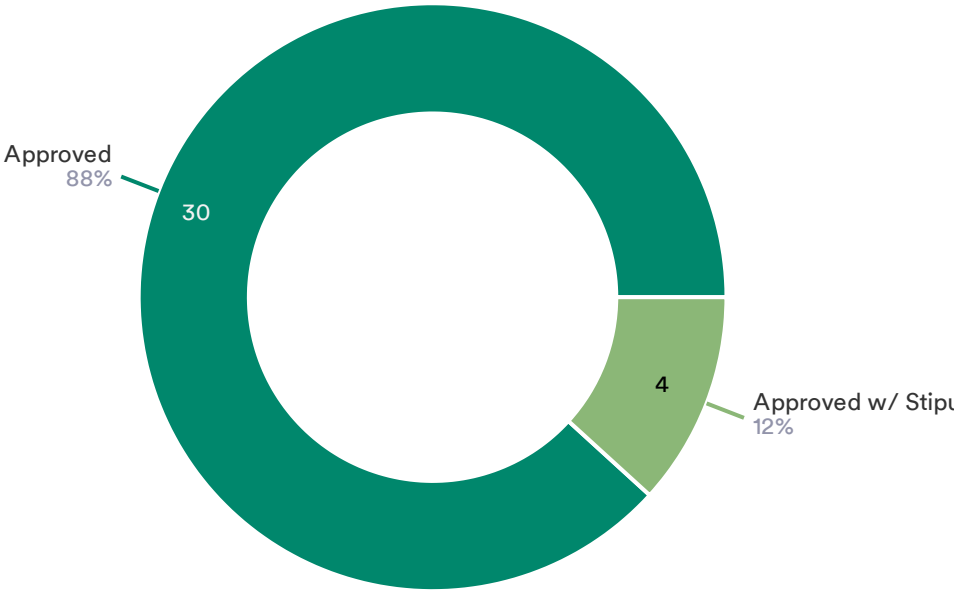


Year to Date Data: Mountain Vista Architectural Submission Form

Approval Status

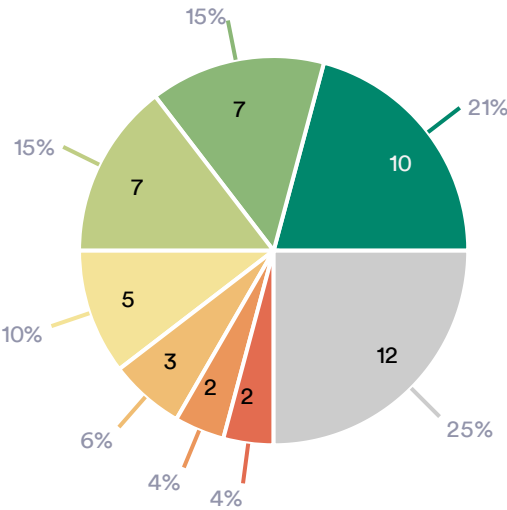
34 Responses

Data	Response	%
Approved	30	88%
Approved w/ Stipulations	4	12%
Denied	0	0%
Denied w/ Stipulations	0	0%



Type of Improvement

48 Responses



Data	Response	%
Landscaping	10	21%
Detached Structure/ Building	7	15%
Shed	7	15%
Patio/ Arbor/ Deck	5	10%
Fence	3	6%
Paint	2	4%
Solar Panels	2	4%
Other entries	12	25%



Sedgwick Claims Management Services, Inc.
P O Box 14493
Lexington, KY 40512-4493



Phone: (800)507-9656

Fax: (303)713-6056

September 22, 2023

Mountain Vista Metropolitan District

ACKNOWLEDGEMENT OF CLAIM

Sedgwick has been appointed to handle the below claim. Sedgwick acknowledges receipt of the following claim assigned to our office for handling on this date. Please advise us immediately if any of the assignment information below is incorrect.

CLAIM NO.: 4A2309PPLL-0001
MEMBER: Mountain Vista Metropolitan District
CLAIMANT: Mountain Vista Metropolitan District
DESCRIPTION: Vehicle damage to wall at 4512 Gneiss Loop
DATE OF LOSS: 09/16/2023
ADJUSTER ASSIGNED: Marianella Rosales

I am the Sedgwick adjuster handling this claim and will be in contact with you soon regarding this matter.

Sedgwick manages claims on behalf of Mountain Vista Metropolitan District.

We value your privacy. For more on what personal information we may collect, how we may use this information and other important areas relating to your privacy and data protection, please read our privacy notice www.sedgwick.com.

Sincerely,

Marianella Rosales
Claims Examiner
Sedgwick
Office: (303)713-6133
Email: nella.rosales@sedgwick.com

cc: Paula Lowder Paula.Lowder@mcgriff.com



CONCRETE FENCE REMOVAL AND TEMP WALL INSTALL

Holladay Grace
7917 Red Granite Loop
Suite 100
Colorado Springs, CO 80939
holladaygrace@holladaygrace.com
(719) 596-0733

For: WSDM District Manager

Job Address: 4512 Gneiss Loop
Colorado Springs, CO 80938
rebecca.h@wsdistricts.co
(719) 477-1777

Job # 71559 - RM Proposal # 4072 Proposal Date 09/19/2023

Proposal Amount **\$2,656.09**

Description**Project Materials****4 X 4 X 8'**

PRESSURE TREATED POST

4 X 8' SHEET PLY WOOD

PRESSURE TREATED

SCREWS

WOOD

CONCRETE

60LB

2 X 4 X 8

PRESSURE TREATED

STEEL CUTTING BLADES

TO CUT REBAR

Project Labor**INSTALL TEMP WALL**

Install temp wall using centered 4 x 4 in footing, and plywood sheets for wall

REMOVE DAMAGED DEBRIS

Break down and remove damaged concrete fence wall

Misc. Items**DUMP FEE**

FEE TO DUMP DEMO MATERIALS

Total **\$2,656.09**

Customer Signature:

Signature

Signature Date

Note:

SCOPE OF WORK

Break down and remove complete damaged portion of concrete fence wall
Install post in concrete footing between pillars at 12' on center to support temp wall material
Install custom cut plywood sheets into pillars slots and attach plywood to post at center
Transport all demo materials to dump and dispose of properly

Holladay Grace
7917 Red Granite Loop
Suite 100
Colorado Springs, CO 80939
holladaygrace@holladaygrace.com
(719) 596-0733

WSDM District Manager/2309-4285325-03
4512 Gneiss Loop
Colorado Springs, CO 80938

Attached Images

1-Sep_19_2023_01_38pm-Zw4M.jpg



6-Sep_19_2023_01_39pm-MTdm.jpg



2-Sep_19_2023_01_38pm-7nCb.jpg



3-Sep_19_2023_01_38pm-ykzg.jpg



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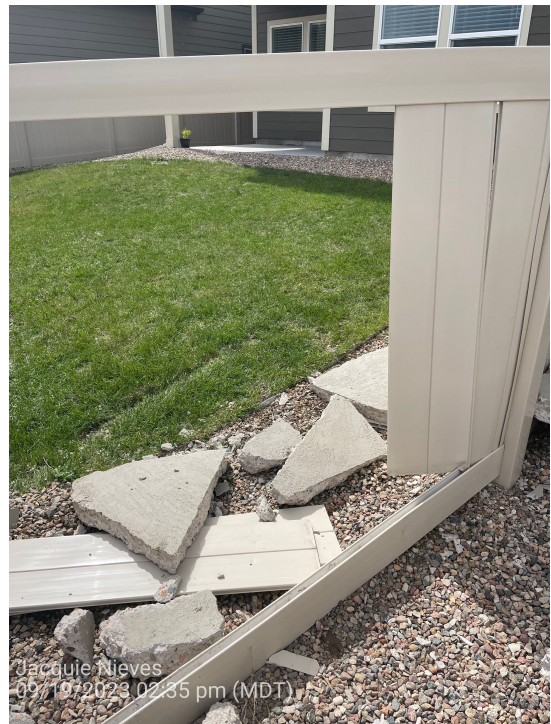
WSDM District Manager/2309-4285325-03
4512 Gneiss Loop
Colorado Springs, CO 80938

Attached Images

7-Sep_19_2023_01_42pm-qeep.jpg



5-Sep_19_2023_01_39pm-Cz2S.jpg



4-Sep_19_2023_01_39pm-TyW7.jpg



8-Sep_19_2023_01_43pm-hmZJ.jpg



DEFINITIONS, GENERAL TERMS, COVENANTS AND CONDITIONS

DEFINITIONS

1. "Agreement" means this Proposal when executed by the parties hereto.
2. "Force Majeure Delay" means: (a) the inability or delay of HGR as defined below) in fulfilling any of HGR's obligations under this Agreement by reason of strike, other labor trouble, inability to timely obtain any governmental permits, terrorism, governmental controls in connection with a national or other public emergency, or shortages of fuel, supplies or labor resulting there from or any other cause, whether similar or dissimilar to the above, beyond HGRs actual control; or (b) any failure or defect in the supply, quantity or character of electricity or water furnished to the Property, by reason of any requirement, act or omission of the public utility or others furnishing the Property with electricity or water, or for any reason, whether similar or dissimilar to the above, which prevents HGR from conducting the work. If this Agreement specifies a time period for performance of an obligation of HGR, that time period shall be extended by the period of any delay HGR's performance caused by any of the Force Majeure Delay.
3. "HGR" means Holladay Grace Roofing, Inc., a Colorado corporation dba Holladay Grace Roofing.
4. "Proposal/Agreement" means this proposal, work order and, upon execution, the Agreement between the parties.
5. "RCV" means the estimate set forth in this Proposal and is subject to change based on unforeseen conditions, including, without limitation, a Force Majeure Delay (and for insurance work (if any), the actual work performed by HGR and coverage amounts included on the claim.)

GENERAL TERMS COVENANTS AND CONDITIONS

WE PROPOSE TO FURNISH MATERIAL AND LABOR IN ACCORDANCE WITH THE WORK ORDER PRICE AND APPROVED SUPPLEMENTS

1. This proposal, when accepted by signature of the parties hereto, incorporates all provisions stated herein
2. Subject to the provisions of Paragraph 4 below, upon completion of work a final invoice will be sent to the customer and for insurance work (if any) an additional invoice will be sent to customer's insurance carrier. The final invoice amount will include the original RCV amount plus any unforeseen conditions, including, without limitation, any costs incurred in connection with a Force Majeure Delay(s), and paid as incurred items (i.e. permits and other necessary governmental or quasi-governmental requirements necessary for HGR to complete the work). For insurance work, the amount will include any supplements, for additional work done that was not included on the initial insurance claim, such as permit fees, taxes, O&P and code required upgrades. The balance due figure may be subject to change.
3. HGR SHALL HOLD IN TRUST ANY PAYMENT RECEIVED FROM YOU UNTIL HGR HAS DELIVERED ROOFING MATERIALS AT THE SITE OR HAS PERFORMED A MAJORITY OF THE ROOFING WORK ON YOUR PROPERTY. You have the right to rescind this Agreement and obtain a full refund of any deposit within 72 hours after entering this Agreement. If you plan to use the proceeds of a property and casualty insurance policy to pay for the roofing work, you may rescind this contract within 72 hours after you receive written notice from the insurance company that your claim has been denied in whole or in part. However, HGR is entitled to retain payments or deposits to compensate for roof work actually performed in a workmanlike manner consistent with standard roofing industry practices. HGR cannot pay, waive, rebate, or promise to pay, waive or rebate all or part of any insurance deductible applicable to the insurance claim for payment of roofing work on your property (per Senate Bill SB12-38 (enacted as C.R.S. 6-22-101, et seq.)).
4. Unless specifically stated on the face of this Proposal/Agreement, the payment terms shall govern. Otherwise, if the work is completed within a calendar month, payment for the work is due upon substantial completion of the work. In all other cases, payment for the materials furnished and stored for the project and/or work completed during the calendar month is due on the fifteenth day of the following month, with final payment due upon substantial completion of the work. Nonpayment in violation of terms shall be cause for terminating performance. If payments are not received when due, interest and all costs and expenses incidental to collection or to the enforcement of the obligations of customer, including all reasonable attorney's fees incurred by HGR., whether or not a civil action is filed, shall be part of the customer's obligations and shall be added to the unpaid balance. Interest shall accrue on all past due amounts at the rate of 2% per month or the highest amount permitted by all applicable laws. Final payment in full shall not be held up while waiting for any governmental or quasi-governmental agency to inspect the work completed. HGR will come back within 10 business days from receipt of correction notice to make necessary corrections; provided, however, HGR shall have the right to contest any such correction notice. HGR will accept payment in the form of cash, check, credit card, or other agreed upon manner. If the customer chooses to pay by credit card, they will be charged a convenience fee of 2.5%. If the customer chooses to pay by check written on the customer's account, HGR reserves the right to charge a \$25 fee for any personal check returned for insufficient funds in addition to any such fees charged by customer's bank. A project deposit of fifty percent (50%) shall be due upon execution of this Proposal/Agreement unless otherwise stated on the face of this Proposal/Agreement.

5. All items of work not specifically mentioned in this Proposal/Agreement are excluded.

6. Amounts, weights, thicknesses or other quantities quoted are approximate and shall be subject to normal industry variations and to variations over the entire roof surface.

7. HGR shall not be responsible for damage or delay due to considerations beyond its reasonable control, including the availability of all materials. Substitutions of materials of like kind and quantity may be required. Additions or deviations shall be considered as a change to this Agreement and the customer shall execute a change order.

8. The customer agrees to provide HGR, without charge, adequate working space and access to the job site, sufficient storage room for all materials, access to utilities, and reasonable use of elevators, stairs (and other means of access) and such other equipment as may be available at the job site for handling materials and performing the work.

9. HGR shall take reasonable safety precautions with respect to its work and shall be responsible for compliance of its equipment, employees, and immediate work area with applicable safety regulations. The customer shall in all other respects be responsible for site compliance with applicable safety regulations. HGR shall not be responsible for indoor air quality or other conditions of the property during the performance of the work or after completion of the work. HGR may refuse to commence work or terminate performance hereunder if job site conditions violate applicable safety regulations or any other applicable laws.

10. The customer acknowledges and agrees changes may be necessary due to hidden or differing site conditions which require a change in the scope of work described in this Proposal/Agreement. Additions to, or deviations from the scope of work described, in this Proposal/Agreement shall be considered as a change to this Agreement and if such change causes an increase or decrease in the cost of performance, an equitable adjustment in this Agreement price shall be made. The customer acknowledges and agrees to execute a change order, which will act to amend this Agreement, in the event there is an increase or decrease in the cost of performance.

11. HGR agrees to carry sufficient Workmen's Compensation and Public Liability Insurance to protect the customer against any claims arising due to the operations of HGR. The Customer agrees to provide sufficient insurance to protect HGR against loss of materials installed or on the premises due to fire, windstorm, hail or similar casualty. HGR is insured by Lloyd's of London and Pinnacle Insurance.

12. Unless another guaranty or warranty has been stated in this Proposal/Agreement, printed below, and incorporated herein is the Two (2) year workmanship guarantee which will be supplied upon completion and acceptance of the work. The liability of HGR is limited to a new/replaced roof resulting from detective workmanship for a period of two (2) years after the completion of the work. Expressly excluded from any guaranty or warranty are loss of use; interruption of any business conducted in the building or at the property; consequential damages to the building or contents; or underlying work. In no event shall HGR be liable for punitive damages. In order to maintain the warranty and guaranty provided herein, the customer shall periodically inspect the property and its contents, including the potential growth of interior mold, and for signs of water intrusion. During the warranty period the customer shall provide notice of any defect within five (5) days from discovery thereof and shall provide written notice to HGR of the same.

13. Liability of HGR is subject to and expressly limited by this Proposal/Agreement. THERE ARE NO WARRANTIES OR GUARANTEES ON REPAIRS. All materials used are subject only to warranties provided by the manufacturers and/or suppliers. If HGR is not paid in full in accordance with this Proposal/Agreement, all warranties provided by HGR and the manufacture are null and void. The Customer must provide HGR with written notification of any claim against HGR alleging any breach of this Proposal/Agreement or breach of the warranty and guarantee within the two (2) year provided above.

14. EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER GUARANTEES OR WARRANTIES EXPRESS OR IMPLIED. No agent or employee of HGR is authorized to change the terms and conditions of the warranty and guarantee provided herein.

15. HGR shall not be responsible for damage or loss caused in whole or in part by: the acts or omissions of other parties, trades or contractors; lightning, gale force winds (+60 m.p.h.), hailstorms, ice damage, ice dams (caused by thawing and freezing of ice, water or snow), hurricanes, tornados, floods, earthquakes or other unusual phenomena of the elements; structural settlement; failure, movement, cracking or excess deflection of the roof deck; defects or failure of materials used as a roof substrate over which HGR's roofing material is applied; faulty condition of parapet walls, copings, chimneys, skylights, vents, supports or other parts of the building; vapor condensation beneath the roof; penetrations for pitch boxes; erosion, cracking and porosity of mortar and brick; dry rot; stoppage of roof drains and gutters; penetration of the roof from beneath by rising fasteners of any type; inadequate drainage, slope or other conditions, which cause ponding or standing water; termites or other insects; rodents or other animals; fire; or harmful chemicals, oils, acids and the like that come into contact with customer's roof and cause a leak or otherwise damage the customer's roof. If the customer's roof fails to maintain a watertight condition because of damage by reason of any of the foregoing, HGR's warranty and guarantee shall immediately become null and void for the balance of its term unless such damage is repaired by HGR at the expense of the customer. To the extent permitted by law, HGR and its affiliates accepts no liability nor obligation to indemnify or hold the customer harmless for claims or damages to persons or property, except to the extent that such damage occurs during performance of HGR's work and are the direct result of HGR's own negligence or willful misconduct. Further, HGR shall not be responsible for damages to any area of the property upon which HGR's work has not been completed nor is HGR responsible for slight scratching or denting of gutters, oil droplets in driveways, fractures in concrete, damage to flowers or landscaping, or minor broken branches on trees, plants, shrubbery or other landscaping. In no event shall HGR be responsible for any type of damage resulting from vibrations, including, but not limited to, interior drywall/plaster damage, nail pops or disconnection of chimneys, flues, air ducts, ventilation shafts, exhaust vents, furnace vents or sewer vents. HGR shall not be responsible for hidden sight conditions or latent defects to the property, including, without limitation, structural errors or damages, electrical wires, plumbing and/or pipes, ceilings and other portions of the property that are too close to the nailing surface or attached under the roof which may be damaged during the course of roof replacement or repair. The customer understands and agrees HGR shall have no responsibility for damages of any kind to persons or property occurring after job completion, except as provided by law.

16. The customer and its agents and affiliates shall defend, indemnify and hold HGR and its affiliates harmless for and against any losses, liabilities or other damages in connection with the work described in this Proposal/Agreement to the extent that such losses, liabilities or other damages arise out of the customer or its agents and affiliates' negligence. To the extent permitted by law, the customer acknowledges and agrees the maximum recourse and liability shall be limited to, the amount HGR billed to the customer. The customer acknowledges and agrees HGR does not warrant or guarantee previous workmanship or pre-existing materials, nor any materials or labor not originally provided by HGR. HGR shall not be responsible for latent defects in materials and accessories supplied by third parties. HGR shall not be responsible for rework required as a result of the acts or errors of others. HGR shall not be responsible to verify accepted shingle type and colors with any community covenants that may exist and any re-work resulting from an error.

17. Pursuant to Article 22 of Title 38, Colorado Revised Statutes, companies or persons furnishing labor and/or materials for improvement of residential property may collect money from the customer by filing a lien on the property, even though the contractor has been paid for the work. Because of the law, if you request, HGR will furnish a complete lien release upon receipt of your final payment.

18. Upon mutual execution by the parties, this Proposal/Agreement will constitute the entire agreement between the parties, there being no other agreements, written or oral. This Proposal/Agreement may be modified only in writing signed by both parties.

19. Within (30) thirty days from the date hereof, but not thereafter unless approved by HGR, the customer may accept this Proposal/Agreement by executing the same and returning it to HGR but subject to the approval of the customer's credit by HGR and subject to any manufacturer/supplier price increases.

20. HGR and the customer agree that if a court of competent jurisdiction determines that the scope of any provision of this Proposal/Agreement is too broad to be enforced as written, the court should reform such provision(s) to such narrower scope as it determines to be enforceable. HGR and the customer agree that if any provision of this proposal/contract is determined to be unenforceable for any reason, and such provision cannot be reformed by the court as anticipated above, such provision shall be deemed separate and severable and the unenforceability of any such provision shall not invalidate or render unenforceable any of the remaining provisions hereof.

21. Time is of the essence of each provision of this Proposal/Agreement.

22. This Proposal/Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns, except as provided in this Proposal/Agreement. Neither this Proposal/Agreement nor any of the rights, interests, or obligations under this Proposal/Agreement may be assigned by the customer without the prior written consent of HGR, which consent may be withheld in HGR's sole and absolute discretion.

23. Any consent required by HGR under this Proposal/Agreement must be granted in writing and may be withheld by HGR in its sole and absolute discretion, unless otherwise expressly provided herein.

24. In the event of a sale or conveyance by the owners of HGR, the same shall operate to release HGR from any liability under this Proposal/Agreement, and in such event HGR's successor-in-interest shall be solely responsible for all obligations of HGR under this Proposal/Agreement.

25. Nothing in this Proposal/ Agreement shall be deemed to constitute HGR and the Customer as partners or joint venturers.

26. When required by the context of this Proposal/Agreement, the singular shall include the plural, and the masculine shall include the feminine and/or neuter.

27. This Proposal/Agreement shall be governed by and construed pursuant to the laws of the State of Colorado without regard to its principals of conflict law. Venue for any disputes shall be in the state or federal courts located in the county in which the subject property is located in Colorado.

28. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS PROPOSAL/AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS PROPOSAL/AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

29. This Proposal/Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement.

30. By executing this Proposal/Agreement, the customer agrees to allow HGR to pursue the customer's best interest for a roof replacement and/or other trade work associated with the insurance claim. Further, by executing this Proposal/Agreement, the customer agrees to allow HGR to take, utilize, and display photographs or videos of the work done, including of the subject property, on HGR's website, portfolios, and other marketing materials for the purpose of marketing. HGR agrees to not provide identifying information in its marketing materials of either the customer or the subject property without prior approval.





Weisburg Landscape Maintenance

4450 Mark Dabling Blvd
Colorado Springs, CO 80907

SNOW CLEARING & SALTING APPLICATION AGREEMENT

Proposal Date: August 25, 2023

Weisburg will not perform services unless Customer returns the following items to Weisburg Office:

1. All pages of the agreement initialed at bottom and signed in signature block.
2. Detailed site map(s) identifying all areas to be serviced and major snow stockpile areas.
3. *Exhibit A* completed in entirety.

Submitted To:

Walker Schooler District Managers
Attn: Kevin Walker
614 N. Tejon St., Second Floor
Colorado Springs, CO 80903

Customer:

Mountain Vista Metro District
Customer Jobsite:
Graphite
Colorado Springs, CO 80938

Weisburg hereby submits this agreement for the winter snow season **October 1, 2023 thru May 31, 2024**. For purposes of this agreement Weisburg Group, Inc. dba Weisburg Landscape Maintenance will be referred to as "Weisburg". Customer or Owner will be referred to as "Customer". "Customer Jobsite" is site where snow clearing services are to be performed. This proposal expires automatically in 45 days unless signed & returned to Weisburg.

Initiation of Services *Customer must [X] only 1 option & strike through the other option*

- ☒ Weisburg **WILL** initiate the services specified in *Exhibit A* **automatically** when, in the best judgment of Weisburg fresh snowfall accumulations have reached initiation Inches" specified in *Exhibit A*. If this option is selected then:
- Customer agrees that Weisburg's decisions on snow accumulations and initiating services shall be binding on the Customer.
 - Customer understands that snow accumulations may vary throughout the Colorado Springs area and that accumulations in one section of Colorado Springs are not necessarily indicative of the accumulation at the Customer's particular location.
 - Customer also understands that drifting snow may necessitate snow clearing at their location, regardless of the total snowfall at the location especially if drifts impede vehicle or foot traffic.
 - Customer understands that if snow is not cleared when fresh snow accumulations are below initiation Inches" specified in *Exhibit A*, then ice and slippery surfaces are likely to be widespread on Customer Jobsite since no work will be automatically performed by Weisburg.
- ☐ Weisburg **WILL NOT** initiate any snow clearing or applications of salting chemicals specified in *Exhibit A* unless the Customer makes an Initiation Order. If this option is selected then:
- Initiation Orders must be sent to Weisburg via email: weisburg@weisburg.com or via fax: 719-622-0189
 - Weisburg shall respond within a reasonable amount of time, but priority is given to Customers which have automatic services.
 - Since Customer determines when to initiate services, Contractor shall not be liable for any Damages or Claims resulting from Customer's failure to timely or appropriately request Services from Weisburg, and Customer agrees to indemnify, defend and hold harmless Contractor from and against Damages or Claims resulting from Customer's failure to timely or appropriately request Services from Contractor.

Weisburg will only respond to orders from person who executes this agreement and/or duly authorized representatives listed below:

Authorized Representative: _____ email: _____ phone: _____

Authorized Representative: _____ email: _____ phone: _____

Staking - Customer must [X] only 1 option & strike through the other option

- ☒ Weisburg **WILL** install & maintain staking on Customer Jobsite. Staking is intended to forewarn plow operators of structures/objects/areas that are vulnerable to being damaged by plowing equipment. Weisburg shall have discretion to install & replace staking as needed. Customer shall pay Weisburg on a time & materials basis for staking and maintaining at the fees outlined in the *Statement of Charges*. If this option is selected then:
- Weisburg shall be responsible for damages caused by plowing equipment on Customer Jobsite that could have been avoided by proper staking except for the following situations:
 - If snow depths, drifts or snow stock piles are greater than the height of markers.
 - If curblines are impossible to stake due to existing infrastructure (i.e. curbing along sidewalks, concrete peninsulas, storm drain inlets, etc).
 - Weisburg will be proactive in reporting any damages when we become aware of them; in some cases the damages are under snow and not detectible. Customer must report any damage claim to Weisburg in reasonable written detail within one week from the time of any incident or the damage claim shall be irrevocably waived (unless damage is not visible, i.e. under snow).
- ☒ Weisburg **WILL NOT** install or maintain staking on Customer Jobsite. If this option is selected then:
- Customer shall be solely responsible for damages caused by plowing equipment on Customer Jobsite that could have been avoided by proper staking.
 - Customer shall be solely responsible for monitoring property for broken or missing stakes and replace them as needed.

Regardless of which option is selected above for staking, Weisburg assumes no liability for scraping damage of curb pans or flat surfaces in areas where snow plowing is specified to be performed. Customer understands and agrees that concrete curb pans, concrete drives, concrete pavers, asphalt, blacktop, speed bumps, manhole & street valve covers are expected to experience some wear and damage from snow clearing equipment and that Weisburg accepts no liability for these expected items. The Customer is presumed to know the Customer Jobsite boundaries. In the event that areas staked are erroneous, the Customer agrees to indemnify, defend and hold harmless Weisburg for any and all trespasses or damages that may result for the Customer's failure to properly stake Customer Jobsite or for Customer's failure to provide accurate Customer Jobsite information to Weisburg prior to staking.

EM

Work Specifications

Work specifications are detailed in *Exhibit A - Detailed Specifications for Snow Clearing & Application of Salting Chemicals* and on site map provided by Customer. Weisburg shall be solely responsible for the methods, techniques, selection of equipment and sequences of completing the work under this Agreement and Customer shall not dictate how the work is performed once initiated. Any services performed by Weisburg are deemed to be satisfactory unless Customer notifies Weisburg of a problem within 24 hours of the services being performed.

Response Time

If automatically initiated, Weisburg will commence all specified work within 24 hours of the end of any snowstorm. If Customer has a response time request, Weisburg will make a reasonable effort to meet it; however, Weisburg makes no guarantees, express or implied, that Customer's request will be satisfied. Customer acknowledges that response time may be affected by events beyond Weisburg's reasonable control and that Weisburg may be delayed or temporarily prevented from completing work on Customer Jobsite during and after snowstorms. Weisburg shall not be liable for damages or personal injury caused by delays or by conditions beyond Weisburg's reasonable control including, but not limited to: acts of God, unusually severe weather, adverse actions or restrictions by government or public utilities, acts or omissions of the Customer, changes in the work by the Customer, labor disputes, transportation delays not reasonably foreseeable, unavoidable accidents or circumstances, and concealed or unknown conditions.

Additional Work - Snow Clearing Services or Application of Salting Chemicals

Additional Work may be requested at any time by Customer, but must be requested via email: weisburg@weisburg.com or via fax: 719-622-0189. Additional Work requests are subject to a minimum charge of 2.0 man-hours. Response time for Additional Work requests is often delayed due to personnel limitations or scheduling conflicts.

Monitoring for Slippery Surfaces

Customer is responsible for the ongoing monitoring & inspecting Customer Jobsite for ice & slippery surfaces and for requesting additional salting chemicals when needed. Weisburg assumes no responsibility for monitoring & inspecting of Customer Jobsite for the development of ice or other slippery conditions in the period of time between fresh snowfall events unless NO TOLERANCE is specified under initiation Inches" in Exhibit A.

Rough Clearing - General Procedure & Priorities - During Prolonged Snowstorms and Heavy Snow Events (6" inches or more)

- Priority 1 - Rough Plowing of roadway driving lanes if specified. Plowing may have to be performed several times due to equipment limitations.
- Priority 2 - Rough Hand Work if specified. Note: individual driveways & walks at HOAs are usually not cleared until snow diminishes or stops.
- Priority 3 - Rough application of salting chemicals if specified.

Final Clearing - General Procedure & Priorities - As Snow Diminishes or Stops

- Priority 1 - Plowing of roadway driving lanes to reasonable width if specified. Driveways will often be back-dragged with plows rather than hand-shoveled. In most cases, plowing will precede Hand Work. In extreme conditions, skid loaders may be used at hourly rate. The use of other heavy equipment such as dump trucks and 3-yard front-end loaders will be used only after prior approval from Customer.
- Priority 2 - Hand Work on sidewalks & individual driveways clearing snow to reasonable width if specified. When accumulation exceeds 6 inches or when drift conditions exist, snow shoveling may be delayed due to labor limitations. Snow blowers may be used instead of shoveling in some circumstances.
- Priority 3 - Application of salting chemicals to specified surfaces after snow is cleared if slippery conditions exist.
- Priority 4 - Lower-Use Common Area Sidewalks if specified (i.e. walkways that are not in close proximity to building or home entrances). Long sidewalks may be shoveled, plowed with ATVs or cleared with snow blowers.

Application of Salting Chemicals

Weisburg will apply salting chemicals (Ice Melt & Ice Slicer) as specified in *Exhibit A* or as requested by Customer as Additional Work. *The application of salting chemicals helps minimize but does not eliminate slippery surfaces and the risk of slip-and-fall injuries.* Due to natural freeze/thaw cycles and blowing winds, slippery surfaces and slip-and-fall hazards can persist on Customer Jobsite after Weisburg applies salting chemicals to any areas specified by Customer. Customer agrees to defend and hold harmless Weisburg for any and all trespasses or suits that may arise as a result from the natural melting and/or refreezing of snow, ice or rain after application of salting chemicals. Weisburg is not responsible for damages that are caused by salting chemicals. For example, Weisburg will not be responsible for damages caused by salting chemicals to sod, trees, shrubs, metal surfaces, asphalt surfaces, concrete surfaces, etc.. Weisburg uses Ice Slicer on roadways & parking lots since clean-up is minimal compared to sand/salt mixes. However, Ice Slicer may stain carpets when tracked into buildings. Weisburg uses Granular Magnesium Chloride Ice Melt exclusively on sidewalks and individual driveways since it is best for low temperatures and is safer for concrete than regular ice melt. The cleanup of sand, salt or other salting chemicals is the responsibility of Customer, but can be performed by Weisburg upon Customer request as Additional Work.

Insurance

Weisburg is covered by Worker's Compensation and by a \$1,000,000 general liability insurance policy. Certificate of insurance shall be provided to Customer upon request.

Personal Injury Claims

Weisburg shall be liable for any personal injury only when injury is caused by a Weisburg vehicle causes such injury by hitting a person, another vehicle or building. In no event shall Weisburg be liable for any personal injury arising from a person or another vehicle slipping or skidding on snow or ice.

Hold Harmless

Except for sole negligence by Weisburg, Customer agrees to indemnify, defend and hold Weisburg and its officers, shareholders, employees, agents, successors and subcontractors harmless from and against any and all claims or demands arising out of or related, in any way, to the services performed or to be performed pursuant to this Agreement. This indemnity obligation shall exist without regard of whether any claim is made by Customer of the Customer Jobsite served under this Agreement or any third party and includes reimbursement to Weisburg of all costs and expenses, including reasonable attorney's fees.

Cold Weather Safety

Customer understands and agrees that shoveling & outdoor personnel may not be able to work safely in blizzard-like conditions or when the wind chill factor drops below 20 Degrees Fahrenheit. Customer understands and agrees that Weisburg reserves the right to temporarily halt snow-clearing operations on individual driveways, walkways and steps when weather conditions pose a risk to worker safety.

Subcontractors

Customer acknowledges that Weisburg may engage subcontractors to complete certain aspects of the work (all subs carry min insurance).

Termination

This Agreement can be terminated upon 5 business days written notification by either party. Customer's indemnity obligations shall survive the termination of this Agreement. Monies invoiced or due for services rendered are due and payable upon cancellation.

Other Terms & Conditions

- This Agreement contains the entire agreement between the parties related to the subject matter herein and supersedes all previous oral agreements or statements in writing with respect thereto.
- There are no other understandings or agreements, verbal or otherwise in relation thereto, between the parties except as stated herein. This Agreement may not be amended, supplemented or modified except by an instrument in writing signed by both Weisburg and Customer.
- If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.
- This agreement shall be constructed in accord with the laws of the State of Colorado. Exclusive venue for any action arising out of or related to this Agreement shall be in El Paso County, Colorado.
- Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be transferred or assigned (by operation of law or otherwise) by Customer without the prior written consent of Weisburg, which may be withheld in Weisburg's sole discretion. Contract shall be binding inure to the benefit of the parties and their heirs, executors, administrators, and assign.
- Weisburg assumes no liability for any conditions prior to the date of this agreement nor any continual wear and tear, nor acts of third parties.

Statement of Charges

- Snow Plowing: \$130 per hour
- Snow Shoveling / Apply Ice Melt: \$65 per hour
- ATV or Walk Behind Unit for Sidewalk Plowing: \$95 per hour
- Snow Blower: \$80 per hour
- Granular Magnesium Chloride Material: \$.85 per pound
- Laying Salting Chemicals with Truck Sander: \$100 per hour
- Ice Slicer Granular Material: \$235 per ton
- 3 Yard Front End Loader: \$300 per hour plus \$75 mobilization
- 1 Yard Front End Loader: \$165 per hour - no mobilization fee
- Ventrac Tractor Broom/Snow Blower \$190 per hour - no mobilization fee
- ½ Yard Front End Loader: \$125 per hour includes mobilization
- Dump Truck to Haul Away Snow: \$175 per hour
- Staking and Maintenance: \$3 per stake plus \$55.00 per man hour for installation & removal
- All rates are charged as 1 hour minimum, however Additional Work is charged as 2 hour minimum.
- Customer will be charged traveling time from port to port.
- 25% rate increase will be effective on major holidays to all labor hours.
- When dangerous working conditions exist (wind-chill factor or ambient temperature reach 0 degrees Fahrenheit), then services may cost more due to a mandatory increase in break times.
- Fuel Surcharge: If fuel prices exceed \$4.00 per gallon for gasoline or \$4.50 per gallon for diesel, a surcharge of 8% will be charged up to \$4.50 per gallon for gasoline and \$5.00 per gallon for diesel. If fuel prices exceed \$4.50 per gallon for gasoline and \$5.00 per gallon diesel, there will be an additional surcharge.
- Any applicable taxes are not included in the rates set forth in Exhibit A unless specifically stated herein.

Payment

All services provided under this contract will be done on a time & materials basis. Fees are outlined in *Statement of Charges*. Payment shall be made within 30 days of invoice date. If any amount is not paid when due, Customer shall pay a finance charge of 1.5% per month (18% per year) when the date of the invoice becomes past due. Accounts that are past due will not receive snow clearing services until the account is brought up-to-date. Customer understands and accepts the fact that the delays in payments made to Weisburg may result in appropriate legal action, including without limitation lawyer's fees, costs, and expenses of suit or bringing suit, may be passed on to the Customer, and Customer accepts this condition.

Respectfully submitted, _____



Date 9/21/2023

The person executing this Agreement below warrants to have the authority to enter into this Agreement for snow clearing services on Customer Jobsite and is hereby authorizing Weisburg to do work as specified herein. By signing below, said person also understands and accepts the pricing, specifications, terms and conditions herein.

Print Name: _____ Signature: _____ Date: _____

To cancel agreement, mail or deliver written notice to: Weisburg 4450 Mark Dabbling Blvd., Colorado Springs, CO 80907

Weisburg 24-Hour Emergency Contact Number: #719-596-7777 *Leave Voice Mail if not answered

Exhibit A - Detailed Specifications for Snow Clearing & Application of Salting Chemicals

CUSTOMER INITIALS & DATE

EM - 9/21/2023

WEISBURG INITIALS & DATE

Property Name: Mountain Vista Metro District

ROUGH CLEARING - During Prolonged Storm

Initiate at	SERVICE		DESCRIPTION	AREAS SPECIFIED
Inches"	YES	NO		
			Rough Periodic Plowing	
			Periodic Hand-Shoveling	
			Ice Slicer to Driving Lanes	
			Ice Melt after Shoveling	

FINAL CLEARING - After Snow Diminishes or Stops

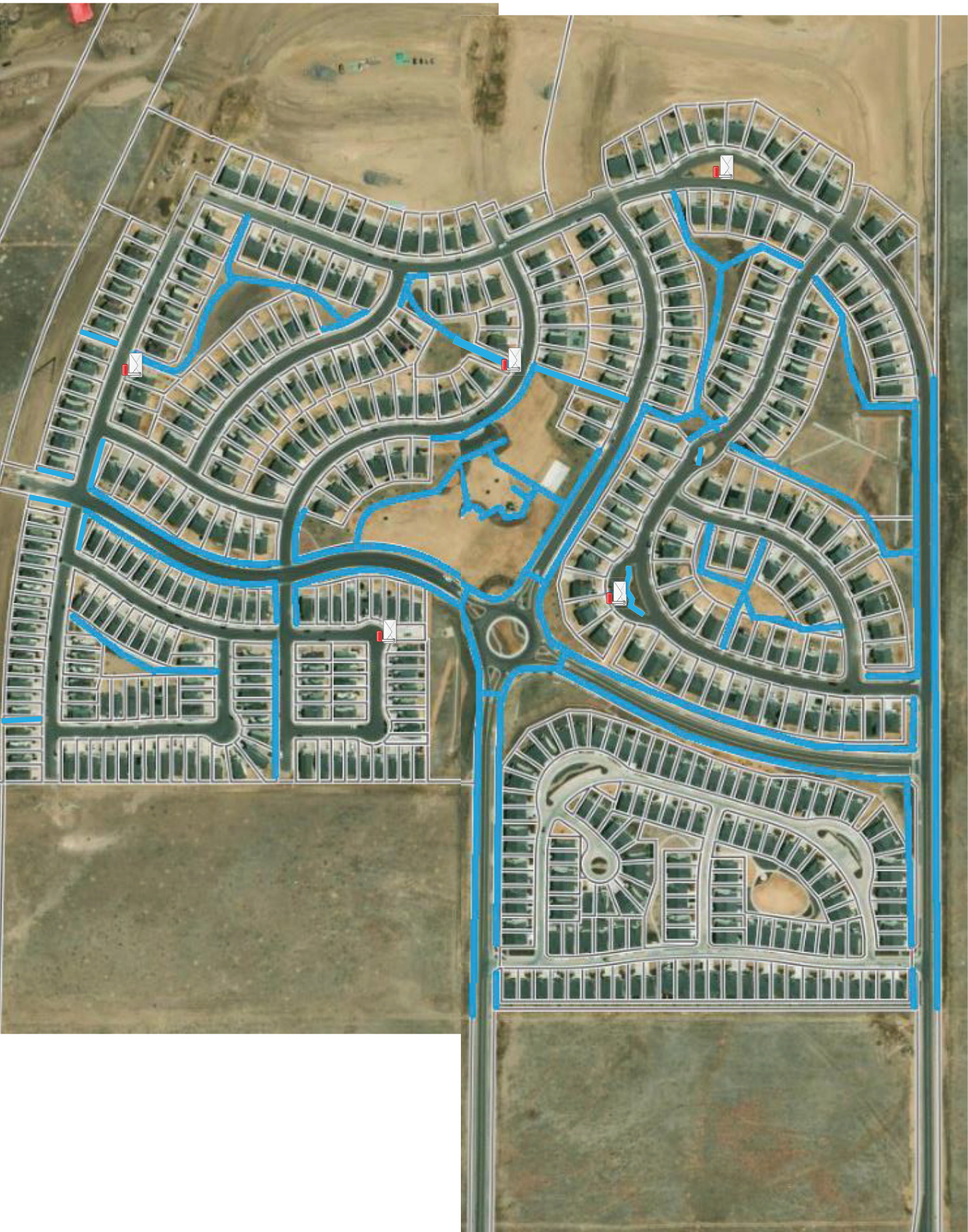
	Initiate at	PLOWING		DESCRIPTION	ICE SLICER		DETAILS FOR AREAS SPECIFIED
	Inches"	YES	NO		YES	NO	
PLOWING				Roadway driving lanes			
				Accessible handicap parking			
				Loading docks			
				Accessible parking spaces			
				Individual Driveways (HOA)			
				Other Areas			

	Initiate at	HAND WORK		DESCRIPTION	ICE MELT		DETAILS FOR AREAS SPECIFIED
	Inches"	YES	NO		YES	NO	
HAND WORK				Sidewalks			
				Front Patio			
				Front Steps			
				Stairways			
				Curb Pans			
				Individual Driveways (HOA)			
				Handicap Parking Spaces			
				Other Areas			

	Initiate at			DESCRIPTION	ICE MELT		DETAILS FOR AREAS SPECIFIED
	Inches"	YES	NO		YES	NO	
LOW USE WALKS	3"	X		Mail box Kiosk and All Walks	X		Note on map

Inches" = Minimum snow depth in inches that must be reached prior to initiating a service

Mountain Vista Metro District – Snow Map





Description	Address	Materials			Labor			Equipment	Haul and Dump Fee	Delivery Fee	Total	
		Sq. Ft.	Atrium Drainage Covers	Fabric	quantity (Hrs)	rate	price					
1.) Remove Existing rock out of Bio-Swales 2.) Remove any dirt/slits and damaged weed fabric in Bio-Swales.3.) Install new weed fabric in Bio-Swales. 4.) Install new Atrium drainage covers. 5.) Reinstall the existing granite/rock back into Bio-Swales.	4379 Prairie Agate, 4463 Zircon Dr.											
		782	\$ 59.28	\$ 395.92	30	\$ 60.00	\$ 1,800.00	\$ 675.00	\$ 125.00	\$ 65.00	\$ 3,120.20	
							Total =					\$ 3,120.20