



MOUNTAIN VISTA METROPOLITAN DISTRICT

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

Thursday, September 7, 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 Letter 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 July 20, 2023 Special Meeting (enclosure)
 - b. Ratify approval of Payables through the Period ending August 22, 2023 (enclosure)
 - c. Acceptance of Unaudited Financial Statements as of August 31, 2023 and the schedule of cash position updated as of August 31, 2023 (enclosure)
6. Financial Matters
 - a. Discuss 2023 Assessed Valuations
7. Management Matters
 - a. Manager’s Report (enclosure)
8. Public Comment and Public Sign-In Attendance Sheet
(Limited to 3 minutes and only for items not on the agenda)
9. General Business
 - a. Review and Consider Approval of Proposals For Retaining Wall Repairs
 - b. Discuss Annual Townhall Meeting
10. Adjourn - Next Regular Meeting Date – October 5, 2023, at 10:00 am





**MINUTES OF A REGULAR MEETING
OF THE BOARD OF DIRECTORS OF THE
MOUNTAIN VISTA METROPOLITAN DISTRICT
HELD JULY 20, 2023, AT 2:00 PM**

Pursuant to posted notice, the regular meeting of the Board of Directors of the Mountain Vista Metropolitan District was held on Thursday, July 20, 2023, at 2:00 PM, at 8605 Explorer Dr, Colorado Springs, CO 80920 and virtually via video teleconference.

Attendance

In attendance were Directors:

Brian Bahr (Arrived late)
Craig Anderson
John Eliot
Richard Vorwaller

Also in attendance were:

Heather Smith, WSDM
Rebecca Harris, WSDM
Susan Gonzales, WSDM
Pete Susemihl, Susemihl, McDermott & Downie, P.C.

1. Call to Order: The meeting was called to order at 2:12 PM by Ms. Smith.
2. Declaration of Quorum/ Director Qualifications/ Disclosure Matters: Ms. Smith confirmed a quorum was present. Mr. Susemihl confirmed all Directors are qualified and disclosures have been filed.
3. Approval of Agenda: The Board approved the Agenda as written.

Appointment of Officers: Director Eliot moved to keep the officer positions the same; seconded by Director Anderson. Motion passed unanimously.

4. Regular Business Items: After review, Director Eliot moved to accept the regular Business Items as presented; seconded by Director Vorwaller. Motion passed unanimously.
 - a. Approval of Board Meeting Minutes from the March 2, 2023 Meeting
 - b. Ratify approval of Payables through the Period ending July 20, 2023
 - c. Acceptance of Unaudited Financial Statements as of June 30, 2023 and the schedule of cash position updated as of June 30, 2023
5. Financial Matters:
 - a. Review and Consider Approval of the 2022 Audit and Presentation: President Bahr joined the meeting. Ms. Gonzales presented the District's 2022 Audit, noting that the Auditors provided an unmodified opinion, which is the highest level of assurance they can provide on a financial statement audit. After review, President Bahr moved to approve the 2022 Audit; seconded by Director Vorwaller. Motion passed unanimously.

6. Management Matters

- a. Manager's Report: Ms. Smith presented the Manager's Report.

7. Legal Matters

- a. Review and Consider Approval of Resolution Accepting Public Improvements Filings 3-5: After review, Director Eliot moved to approve the Resolution Accepting Public Improvements Filings 3-5; seconded by Director Vorwaller. Motion passed unanimously.
- b. Review and Consider Approval of Resolution Accepting Public Improvements Filing 6: Ms. Smith noted Filing 6 has not yet been accepted by the City, but they expect it to be any time now. After review, Director Eliot moved to approve the Resolution Accepting Public Improvements Filing 6 pending the City's acceptance; seconded by Director Vorwaller. Motion passed unanimously.

8. Public Comment: There was no public comment.

9. General Business:

- a. Review and Consider Approval of Playground/Park Maintenance Inspection Proposal: Ms. Smith presented the proposal for an annual inspection of the playground and sport court equipment for a cost of \$550. After review, Director Eliot moved to approve the proposal for one annual inspection. President Bahr asked how frequently the playground is inspected by WSDM. Ms. Smith explained the community is inspected every two weeks, but that doesn't include an inspection of the playground equipment. Ms. Harris explained that WSDM does not provide this service due to lack of expertise regarding playground and equipment safety. WSDM utilizes Rocky Mountain Playground Services to provide this service in other districts they manage. The motion was seconded by President Bahr. Motion passed unanimously.
- b. Discussion regarding Detention Pond and Retaining Wall Damage: Ms. Smith reported they are working with the original engineer to create a scope of work, which will be sent out for bid. Hammers Construction is currently working to clean out the pond to get it flowing again and a temporary rock berm was constructed at the top of the wall to redirect drainage avoiding further erosion until the wall is rebuilt.
- c. Review and Consider Approval of Replenishment of Mulch Proposal: Ms. Smith presented a proposal from Weisburg to replenish the mulch throughout the community. Ms. Harris explained that the wall and detention pond are priorities currently and recommended the Board table this item, and budget for mulch replenishment in 2024. The Board agreed with WSDM's recommendation and took no action. Ms. Harris noted the bioswales in Filings 3 and 4 have been working great during the recent heavy rains.

10. Adjourn: There being no further business to come before the Board, Director Vorwaller moved to adjourn at 2:28 PM; seconded by President Bahr. Motion passed unanimously.

Respectfully Submitted,

Craig Anderson, Secretary



Mountain Vista Metropolitan District

Balance Sheet

08/31/23

As of August 31, 2023

Accrual Basis

	<u>Aug 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
3079 - Kirkpatrick Checking	893,925.70
UMB Bond Fund 157277.1	390,072.59
UMB Series 2021 Project Fund	1,255,853.85
Total Checking/Savings	<u>2,539,852.14</u>
Other Current Assets	
Property Tax Receivable	3,243.08
12000 · Undeposited Funds	150.00
Total Other Current Assets	<u>3,393.08</u>
Total Current Assets	<u>2,543,245.22</u>
Fixed Assets	
Construction in Progress	10,366,028.70
Total Fixed Assets	<u>10,366,028.70</u>
Other Assets	<u>0.00</u>
TOTAL ASSETS	<u><u>12,909,273.92</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	39,452.05
Total Accounts Payable	<u>39,452.05</u>
Other Current Liabilities	
Accrued Interest	300,186.00
Prepaid Trash Fees	15,685.00
Deferred Property Tax Revenue	3,243.08
Total Other Current Liabilities	<u>319,114.08</u>
Total Current Liabilities	<u>358,566.13</u>
Long Term Liabilities	
26000 · Series 2021 Bonds	10,800,000.00
26500 · Barnes Road Set Aside	1,200,000.00
Total Long Term Liabilities	<u>12,000,000.00</u>
Total Liabilities	<u>12,358,566.13</u>
Equity	
30000 · Opening Balance Equity	132,142.06
32000 · Retained Earnings	-74,070.26
Net Income	492,635.99
Total Equity	<u>550,707.79</u>
TOTAL LIABILITIES & EQUITY	<u><u>12,909,273.92</u></u>

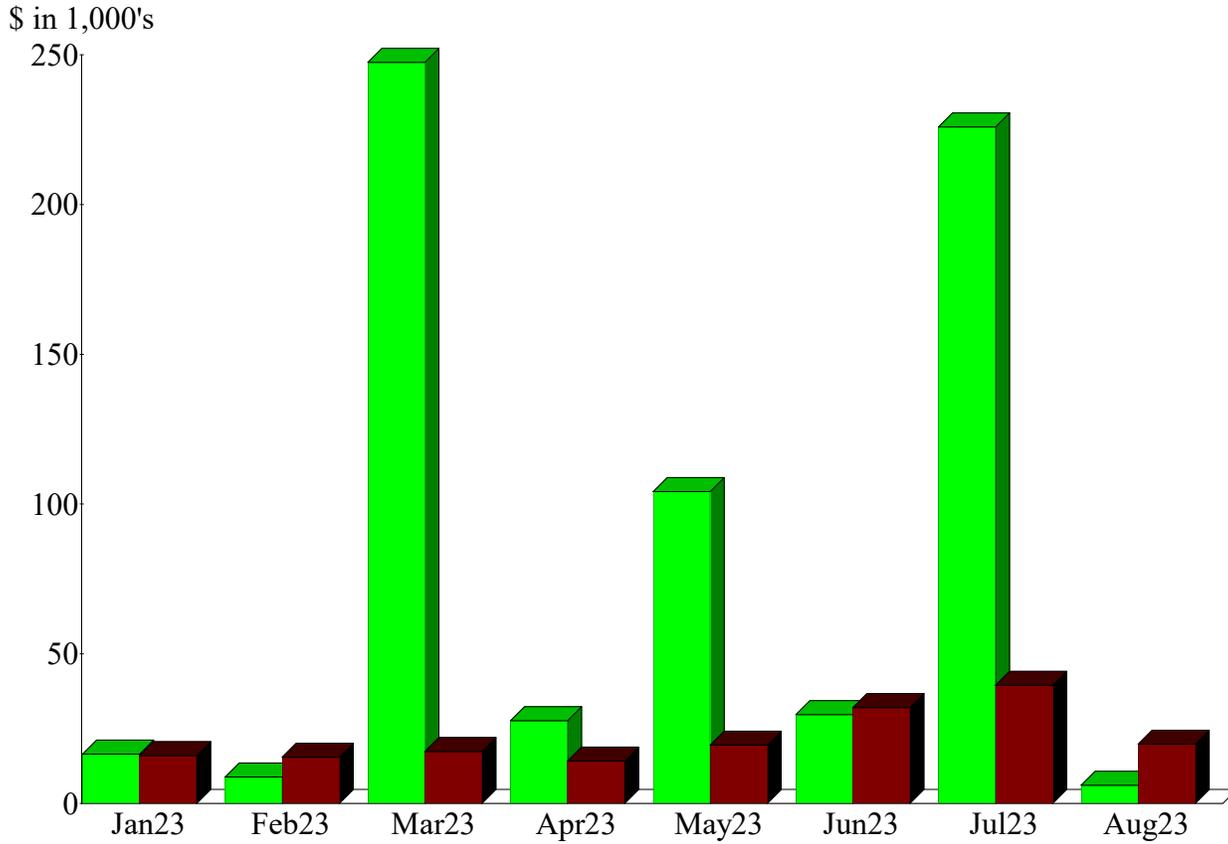
Mountain Vista Metropolitan District

Profit & Loss Budget vs. Actual

January through August 2023

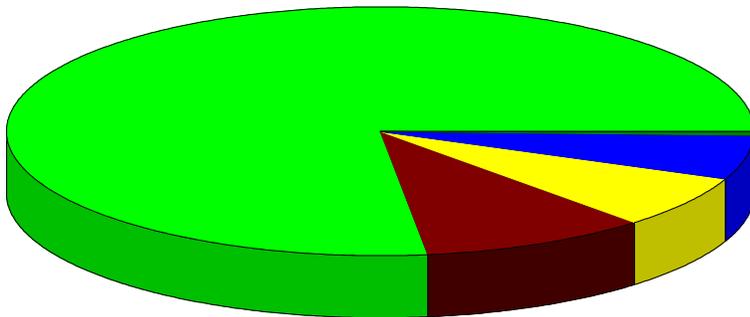
	TOTAL				
	Aug 23	Jan - Aug 23	Budget	\$ Over Budget	% of Budget
Income					
Building Permit Fees					
1-0010 · Single Family - Fee	0.00	66,000.00	100,000.00	-34,000.00	66.0%
Total Building Permit Fees	0.00	66,000.00	100,000.00	-34,000.00	66.0%
Treasurer Taxes					
1-1000 · Current Year Tax- O&M	292.16	121,388.39	122,199.15	-810.76	99.34%
1-1015 · Delinquent Interest O&M	8.76	18.60			
1-1020 · Specific Ownership Tax - O&M	1,020.57	7,192.33	8,553.94	-1,361.61	84.08%
2-1000 · Current Year Tax- Debt	876.48	364,165.15	366,597.45	-2,432.30	99.34%
2-1015 · Delinquent Interest - Debt	26.29	55.81			
2-1020 · Specific Ownership tax - Debt	3,061.71	21,576.98	25,661.82	-4,084.84	84.08%
Total Treasurer Taxes	5,285.97	514,397.26	523,012.36	-8,615.10	98.35%
1-2000 · Late Fee	175.00	1,126.00			
1-2010 · Trash Service	2,635.29	45,954.98	61,200.00	-15,245.02	75.09%
1-3000 · Interest Income	0.00	38,961.40	36,000.00	2,961.40	108.23%
Total Income	8,096.26	666,439.64	720,212.36	-53,772.72	92.53%
Expense					
Treasurer Fee					
1-1100 · Treasurer Collection Fee - O&M	4.52	1,821.12	1,832.99	-11.87	99.35%
2-1100 · Treasurer Collection Fee - Debt	13.55	5,463.32	5,498.96	-35.64	99.35%
Total Treasurer Fee	18.07	7,284.44	7,331.95	-47.51	99.35%
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	21,487.60	45,000.00	-23,512.40	47.75%
1-1230 · Trash Service	4,977.26	38,514.40	61,200.00	-22,685.60	62.93%
1-1250 · Legal	0.00	4,905.67	10,000.00	-5,094.33	49.06%
Total 1-1200 · Professional Services	4,977.26	74,232.67	125,450.00	-51,217.33	59.17%
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	1,853.42	1,000.00	853.42	185.34%
Capital Improvements					
1-1310 · Copies & Postage	0.00	1,366.86	2,500.00	-1,133.14	54.67%
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	445.00	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	8,794.43	28,863.76	70,000.00	-41,136.24	41.23%
1-1600 · Landscape Maintenance & Repairs	4,712.50	39,800.09	75,000.00	-35,199.91	53.07%
Total 1-1600 · Landscape Maintenance & Repairs	13,506.93	68,663.85	145,000.00	-76,336.15	47.35%
1-1620 · Stormwater Fee	849.10	18,636.54	20,000.00	-1,363.46	93.18%
1-1630 · Miscellaneous	0.00	0.00	50,000.00	-50,000.00	0.0%
Total Expense	19,796.36	173,803.65	2,202,640.10	-2,028,836.45	7.89%
Net Income	-11,700.10	492,635.99	-1,482,427.74	1,975,063.73	-33.23%

Income and Expense by Month
January through August 2023



Income Summary
January through August 2023

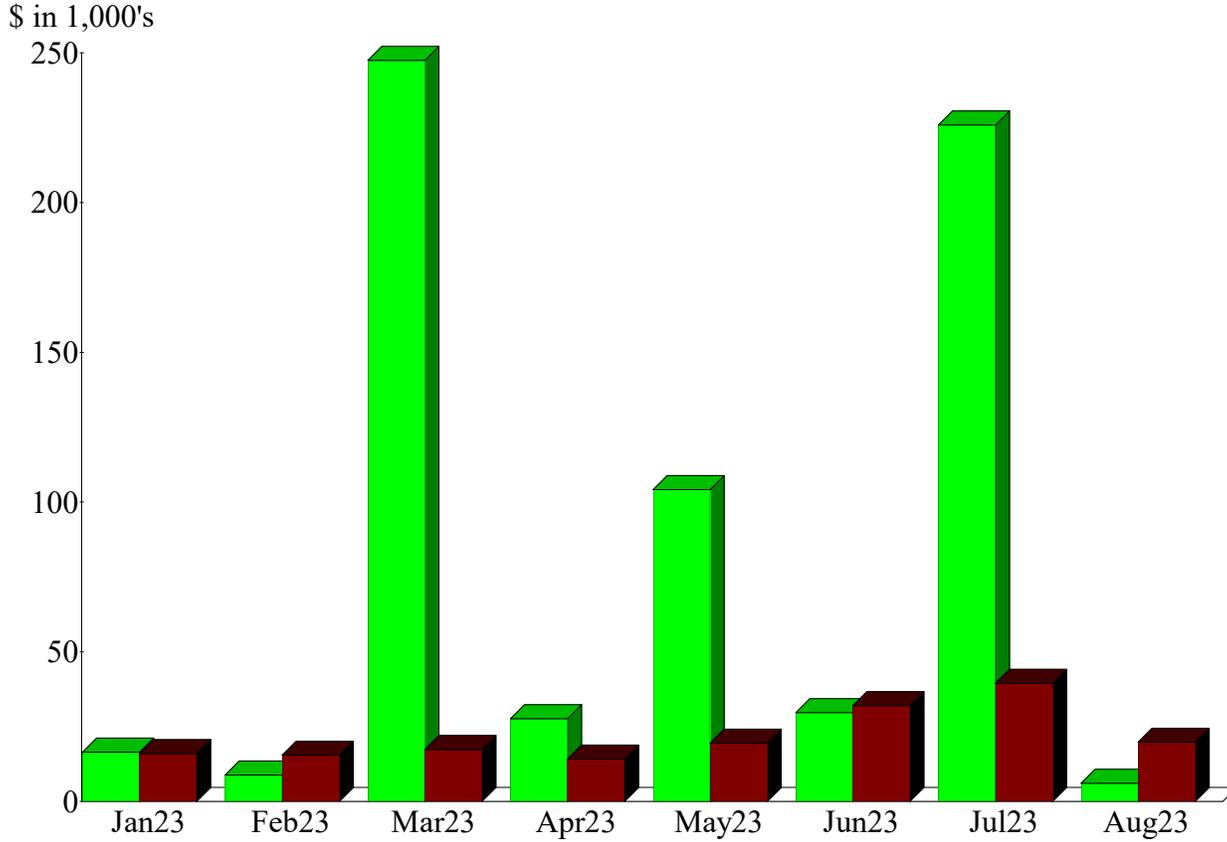
Treasurer Taxes	77.19%
Building Permit Fees	9.90
1-2010 · Trash Service	6.90
1-3000 · Interest Income	5.85
1-2000 · Late Fee	0.17
Total	\$666,439.64



By Account

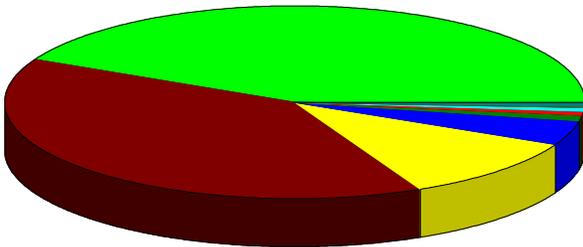
Income and Expense by Month
January through August 2023

Income
Expense



Expense Summary
January through August 2023

1-1200 · Professional Services	42.71%
1-1600 · Landscape Maintenance & Repairs	39.51
1-1620 · Stormwater Fee	10.72
Treasurer Fee	4.19
1-1300 · Bank Fees	1.07
1-1310 · Copies & Postage	0.79
1-1400 · Dues & Subscriptions	0.71
1-1450 · Insurance	0.26
1-1320 · Office Supplies	0.05
Total	\$173,803.65



By Account



Mountain Vista Metropolitan District
PAYABLES
8/22/2023
GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
BiggsKofford	112002	7/24/2023	\$ 9,325.00	
City of Colorado Springs	48023056	8/1/2023	\$ 35.55	
City of Colorado Springs	48028902	8/1/2023	\$ 5.40	
City of Colorado Springs	48028901	8/1/2023	\$ 57.60	
City of Colorado Springs	48028903	8/1/2023	\$ 7.65	
City of Colorado Springs	48032108	8/1/2023	\$ 125.10	
City of Colorado Springs	48032232	8/1/2023	\$ 71.55	
City of Colorado Springs	48022821	8/1/2023	\$ 84.15	
City of Colorado Springs	48023097	8/1/2023	\$ 29.25	
City of Colorado Springs	48033655	8/1/2023	\$ 32.85	
CO Special Districts Prop & Liab Pool	24WC-312-0146	8/11/2023	\$ 445.00	
Colorado Springs Utilities	2657352726	8/7/2023	\$ 6,142.77	
Colorado Springs Utilities	3882724424	8/7/2023	\$ 17.21	
Colorado Springs Utilities	5666367862	8/7/2023	\$ 2,634.45	
HC Hammers Construction	2023-SW-029.1	8/10/2023	\$ 400.00	
HC Hammers Construction	2023-SDR-025.4	7/21/2023	\$ 1,870.00	
Mailing Services Inc	18279	7/31/2023	\$ 288.21	
Susemihl Mcdermott Downie P.C.	35442	7/31/2023	\$ 208.16	
Weisburg Landscape Maintenance	51563	8/31/2023	\$ 4,506.00	
Weisburg Landscape Maintenance	51527	8/17/2023	\$ 206.50	
Weisburg Landscape Maintenance	51358	7/31/2023	\$ 465.00	
Weisburg Landscape Maintenance	51309	7/24/2023	\$ 125.00	
Weisburg Landscape Maintenance	51155	7/31/2023	\$ 4,506.00	
WSDM District Managers	7620	7/31/2023	\$ 3,939.00	
TOTAL			\$ 35,527.40	

DEBT SERVICE FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
UMB	81023	8/10/2023	3,924.65	July Tax Collections

TOTAL FOR ALL FUNDS

\$ 39,452.05

_____, President

Kirkpatrick Funds	\$ 892,975.06
8/22 Draws	\$ (39,452.05)
Kirkpatrick Funds After Draw	\$ 853,523.01



CERTIFICATION OF VALUATION BY EL PASO COUNTY ASSESSOR

Name of Jurisdiction: **222 - MOUNTAIN VISTA METROPOLITAN**

IN EL PASO COUNTY ON 8/25/2023

New Entity: No

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1),C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2023 IN EL PASO COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$12,050,010
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$15,770,230
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$15,770,230
5. NEW CONSTRUCTION: **	\$49,740
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b) C.R.S.): ##	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a) C.R.S.):	\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	\$58.81

* This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec.20(8)(b), Colo.

** New construction is defined as: Taxable real property structures and the personal property connected with the structure.

Jurisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

Jurisdiction must apply (Forms DLG 52B) to the Division of Local Government before the value can be treated as growth in the limit calculation.

USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b),C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2023 IN EL PASO COUNTY, COLORADO ON AUGUST 25, 2023

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$225,112,470
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$735,179
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0

(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)

DELETIONS FROM TAXABLE REAL PROPERTY:

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$8,800

@ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.

! Construction is defined as newly constructed taxable real property structures.

% Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1),C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS : 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY:----->	\$0
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NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2023

IN ACCORDANCE WITH 39-5-128(1.5)C.R.S. THE ASSESSOR PROVIDES: HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **	\$60
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** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119 f(3). C.R.S.





MEMORANDUM

TO: MOUNTAIN VISTA METROPOLITAN DISTRICT BOARD OF DIRECTORS
FROM: HEATHER SMITH
SUBJECT: MONTHLY MANAGERS REPORT FOR SEPTEMBER – 2023
DATE: SEPTEMBER 1, 2023
CC: REBECCA HARRIS

Landscape Maintenance:

- Bioswale erosion concerns at Graphite and Zircon; Challenger has completed clean-up.
- New bioswale erosion concerns at 4379 Prairie Agate and 4463 Zircon Drive. Proposal for clean-out and restoration has been requested from Weisburg.
- 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.
- Weisburg has caught-up on weed control and resumed the regular schedule.

Community Concerns:

- The basketball hoops have been repaired and an overview inspection of the equipment revealed only minor items that should be addressed in the Spring.
- We have noticed that several cars have continued to park on the bioswales, causing damage and erosion issues. Letters continue to be sent to those Owners, informing them of the parking concern.
- Hammers Construction has restored drainage in each of the Detention ponds.
- The retaining wall near the round-a-bout on Graphite sustained substantial damage. Repair proposals are on the agenda for this meeting.

Billing Update:

- 3rd Quarter bills went out on 7/6/2023
- 57 Reminder Letters went out 8/6/2023
- 15 Liens remain in place for dues and fees not yet paid

Mountain Vista Covenant Matters (additional reports attached)

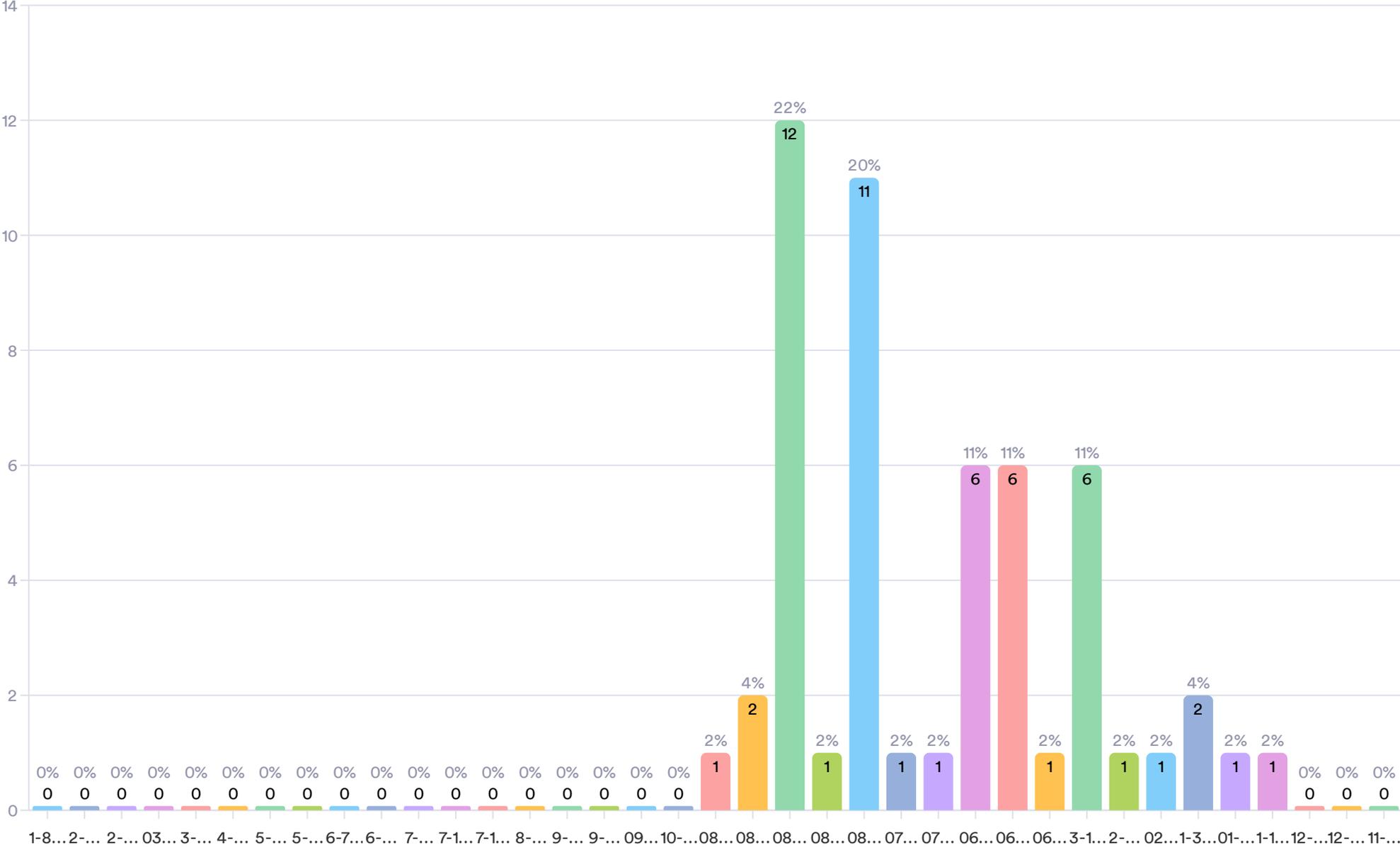
- Violations issued YTD:
 - 55 Violations have been issued to date for 2023.
 - 11% pertaining to nuisance behaviors
 - 29% pertaining to weeds and lawn maintenance

- 16% pertaining to vehicle violations (parked incorrectly/ unapproved trailer)
 - 15% pertaining to general lack of maintenance or unsightliness
 - 5% pertaining to unapproved installations
- 31 violations are receiving fines.
- Architectural Submissions Reviewed:
 - 28 Submissions reviewed YTD: (24 approved, 4 approved with stipulations)
 - 23% Landscaping
 - 15% Detached Structure/ Building
 - 13% Shed
 - 8% Fence
 - 10% Patio/Arbor/Deck
 - 5% Solar Panels
 - 3% Paint
 - 25% Other Category

MVMD Violation Tracker

Date Violation Issued:

54 Responses



Cited Violation

55 Responses

Best Response

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

53%
Percentage

55
Responses

Data	Response	%
Section 4.08 of the CCR's - Weeds. The entire area of every Lot on whi...	29	53%
Section 4.11 of the CCR's - Vehicles. (a) Parking. A boat, trailer, camper (o...	9	16%
Section 4.01 of CCR's - Building and Grounds Maintenance. The exterior...	7	13%
Section 4.06 of the CCR's - Nuisances. Noxious, hazardous or offensive ...	6	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

55 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	9
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
Remove weeds from front yard	2
Dead Grass--Please revive or communicate a plan for reviving your grass	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
Please remove the weeds from your property, including along	

Fine to be Applied:

55 Responses

Data	Responses
Fines of \$10/week applied if not addressed by the deadline	31
\$10/week until resolved	18
\$10/ week until resolved	2
Fines of \$10/week if not resolved by deadline	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

29 Responses

Best Response

Done

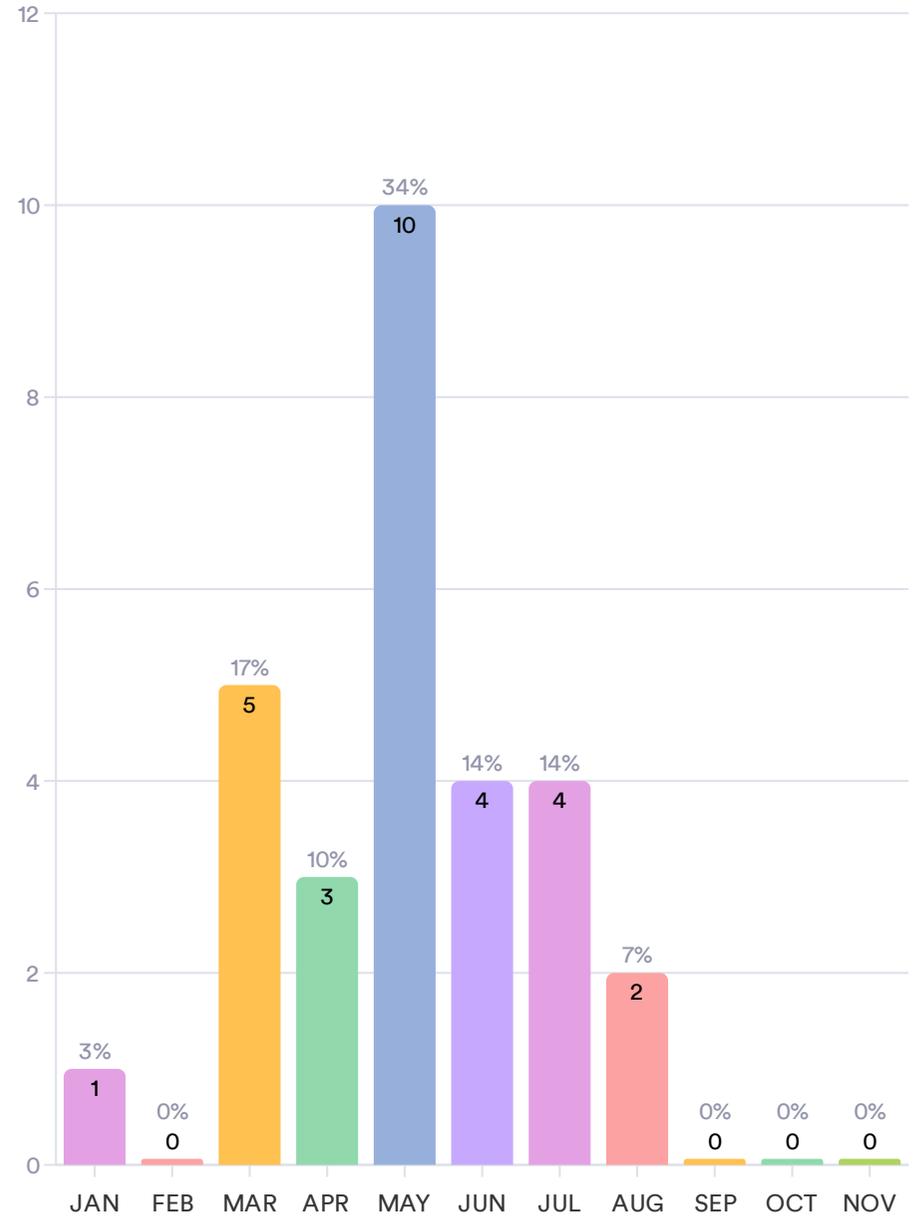
100%
Percentage

29
Responses

Data	Response	%
Done	29	100%
In Progress	0	0%
Todo	0	0%

Monthly Reviews

29 Responses

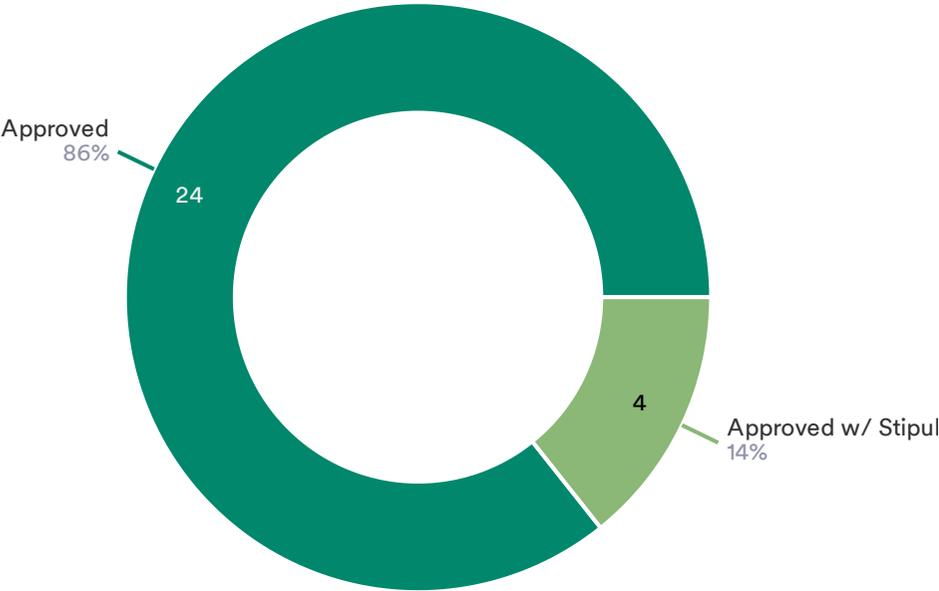


Year to Date Data: Mountain Vista Architectural Submission Form

Approval Status

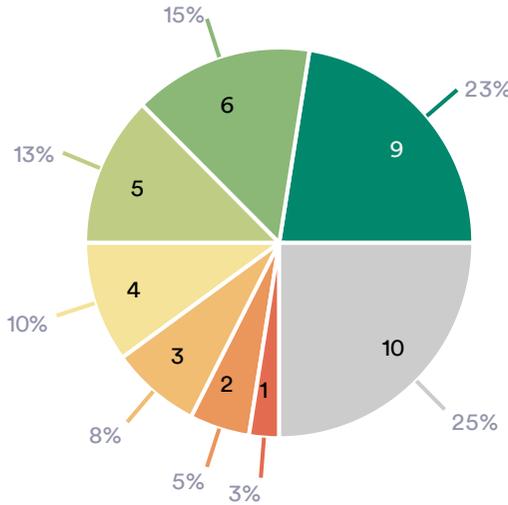
28 Responses

Data	Response	%
Approved	24	86%
Approved w/ Stipulations	4	14%
Denied	0	0%
Denied w/ Stipulations	0	0%



Type of Improvement

40 Responses



Data	Response	%
Landscaping	9	23%
Detached Structure/ Building	6	15%
Shed	5	13%
Patio/ Arbor/ Deck	4	10%
Fence	3	8%
Solar Panels	2	5%
Paint	1	3%
Other entries	10	25%





Construction Proposal

Prepared for: Mountain Vista Ranch Metro District
Retaining Wall Repair

Submitted by: Rylan Morgan

1411 Woolsey Heights
Colorado Springs, CO 80915
(719) 570-1599
www.hammersconstruction.com



Steve Hammers, President

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August 22, 2023

Family-owned, Hammers Construction has helped build business owner wealth for over 50 years. We've worked on a variety of commercial projects, from highly technical ground-up office warehouses to tenant improvements. We guarantee every project is done right, on time, and within budget.

Enclosed you will find a detailed proposal outlining the scope and budget of your project. Should you have any questions, please do not hesitate to reach out to me.

Thank you for your consideration

Enclosed:

- I. Exhibit "A" Specifications
- II. Exhibit "B" Owner Agreement



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Exhibit "A" Specifications

A. Construction Plans:

- i. No Drawings specified for bid. Bid is based off letter from MS Civil Consultants. Any scope of work not described in the civil report is not included in the contract.

B. Building Permits and Fees:

- i. Obtained and Paid by Owner

C. Site Work

- a. 330 CY Structural Fill. All structural fill over the 330 CY will be at the owner's expense.
- b. Replace Rip Rap
- c. Clear concrete pipe and inlet of debris and sediment.
- d. Compaction tests every 1'.
- e. Repair Swale

D. Site Utilities

- a. Replace and backfill dry utility conduits as needed.

E. Landscaping

- a. Rebuild Approx 45 Linear feet of two-tier modular block retaining wall.
- b. Reseed all disturbed areas.
- c. Backfill behind newly constructed retaining wall.

F. Exclusions: Items listed as "not in contract" above, any structural fill needed above 330 CY, concrete work, off-site improvements, items not listed above, , engineering changes, changes required by a governing authority, unforeseen conditions, material price fluctuations, fuel price increases, pandemic related costs, pandemic related delays, unforeseen weather conditions, material procurement issues (outside the control of HCI), utility service provider costs, utility service provider delays, street lights, and changes made by the Owner.

G. Clarifications:

- a. Import soils costs are based on utilizing HCI soils based on a short haul coming from 752 Clark Place, 80915.
- b. Fuel price for this proposal is based on a current rate of \$3.70/gallon. Costs related to increase or decrease in fuel pricing will be credited/billed as depicted in Exhibit "B" Owner agreement item B. change orders.
- c. Best management practice (BMPs)/erosion control measures: contractor will install the initial BMP's required by the either the state storm water permit or the local jurisdictions' storm water management plan. Contractor will maintain and will conduct the periodic reporting required by either of the storm water permits. Any maintenance or reworking of the initial BMP's due to weather related events will be the responsibility of the owner. Any expense related to the reworking or maintenance of the BMP's will be billed on a time and material bases as depicted in Exhibit "B" Owner agreement item B. change orders.
- d. On any work scoped performed by Owner: Owner is to provide documents and ensure Owner or assigned performing the work meets HCI subcontractor requirements, which include but are not limited to; safety, insurance, clean-up, phasing, and scheduling requirements.
- e. Landscaping must be maintained properly to maintain warranty. Once owner takes beneficial occupancy, it is the owner's responsibility to provide proper professional landscape maintenance. This includes but is not limited to; Irrigation start-up/winterization, Irrigation monitoring/adjusting, winter watering, weed removal, treating for insects, fertilizing, mowing, pruning, etc. HCI can provide a proposal at the owner's request, to perform landscape maintenance under a separate agreement to maintain 1 year warranty.
- f. Stormwater drainage system and pond. Once the original system and pond have been constructed, HCI is not responsible for re-work caused by weather events. The owner will be responsibility to reimburse HCI during the



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construction phase for re-work caused by unforeseen conditions. After the owner takes beneficial occupancy, it is the owner's responsibility to provide proper professional storm water maintenance. The owner is responsible to know what is required by the local jurisdiction in regard to stormwater and pond maintenance. This includes but is not limited to; periodic reporting, removing of sedimentation, revegetating eroded areas, etc. HCI can provide a proposal at the owner's request, to perform storm water maintenance under a separate agreement.

H. Allowances:

- a. Not applicable



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Exhibit "B" Owner Agreement

THIS AGREEMENT (the "Contract") is made and entered into by and between Hammers Construction, ("HCI" or "Contractor") 1411 Woolsey Heights, Colorado Springs, Colorado 80915, and Mountain Vista Ranch Metropolitan District (the "Owner").

The Contractor agrees to build for the Owner, and the Owner agrees to pay the Contractor for such construction on the Project, as described in Exhibit "A", the Specifications, located at the Northwest Corner of Graphite Drive & Shale Drive, on the terms and conditions provided herein (the "Project").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Owner and Contractor agree as follows:

- A. **Project:** The Contractor agrees to complete the Project substantially in accordance with Exhibit "A". Estimated completion date is 20 Working days after the Building Permit is obtained from Pikes Peak Regional Building Department (subject to extensions as provided herein). The estimated completion date is only an approximation and may be subject to change based upon unforeseen conditions or events. The Contractor shall not be subject to delay damages unless the Contractor has willfully delayed the Project. Delay damages shall be limited to **\$0.00** per day. The Contract Price below does not include overtime hours, Work on weekends or Work on holidays. This Contract once accepted voids any and all previous Contracts or Agreements whether written or verbal. The Owner agrees to pay the Contractor for the Work described in this Contract a sum equal to the following (the "Contract Price"):

Contract Price: ***\$148,525.03***

The Contract Price is based upon the Budget in Exhibit "B". The Contract Price shall be further modified by Change Orders in Section 2.

The Contract Price does not include costs incurred by the Owner as required by its lender, any title insurance costs, any closing costs of any loan or acquisition of the Property, or matters excluded by the terms and conditions of this Contract, all of which shall be paid by the Owner.

The Contract Price may be adjusted by the Contractor to reflect price changes in materials and labor if the Building Permit is not obtained from Pikes Peak Regional Building Department within 30 days of the execution of this Contract.

The Owner shall pay the Contract Price as follows: All monthly progress payments will be made by the Owner as Work progresses based on billings from the Contractor. The Contractor will bill once a month by the 25th day of each month and (1) payment shall be disbursed by the Lender per Lender's plan on the following month (1 draw per month, payment in 7-10 business days), (2) Every billing will hold 5% retainage on all labor and materials, (3) Any payments not paid within 30 days of the receipt of the billing shall bear interest thereafter at 18% per annum.



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The Contractor may stop Work on the Project until the Owner is brought current on all payments. A final billing, to include all retainage will be rendered after issuance of a final or temporary certificate of occupancy for the Project, all lien releases, and signed final punch list and shall be payable within 10 days thereafter, unless a final or temporary certificate of occupancy has been delayed due to the conduct of the Owner, including the Owner supplied materials and labor as set forth in Paragraph 8 herein in which case, the final billing shall be payable upon completion of the Contractor's Work.

The Owner shall be responsible for any financing which may be necessary to pay the Contract Price. The Owner shall supply the Contractor with proof of said financing to the Contractor upon request. The Contractor in its sole discretion may stop all Work until reasonable assurances are provided the Owner has the funds available to pay the Contractor. The Contractor shall not be responsible for any delay caused by the Owner's compliance with the financing provisions in this paragraph.

B. Change Orders:

- a. The Contractor may prepare and tender to the Owner Change Orders requested by the Owner, emergency situations, delays caused by the Owner, requirements by inspectors or other governmental modifications, changes in the Permitted Plans for reasons beyond the Contractor's control, or because of other conditions which were unknown to either of the parties. A Change Order prepared by the Contractor will specify the cost of such change and whether it is an addition to or reduction from the Contract Price and shall also include any extension of the completion date which is anticipated due to the Change Order. The Work for such change ordinarily will not commence until the Owner has signed the Change Order within two (2) days of its delivery. However, if the Change Order is not executed within that time, the Contractor in its sole discretion may proceed with the Change Order, at the Owner's cost. In such case, the Owner may instruct the Contractor to cease Work, but the Contractor shall not be responsible for any delay caused by the Owner's decision. However, in emergency situations, the Contractor may proceed without submitting a Change Order to the Owner. In any event, the Contractor shall be reimbursed for the benefit received by the Owner as a result of materials and labor provided in the event that a Change Order is not signed. The Contractor in its sole discretion may stop all the Work until an unsigned Change Order is signed, or until any relevant issues are resolved, whether by mediation, by a court of competent jurisdiction, or by some other mutually agreeable method.
- b. Any expenses or delays directly caused by cold weather (as defined herein) or extraordinary rainfall (as defined herein) will result in a Change Order. "Cold weather" is defined as conditions which cause Work to be delayed or supplemented by reason of snow removal, concrete or earth blanketing, sheltering and/or heating (natural gas and/or propane), rental of special equipment (concrete blankets, heaters, etc.) and electrical energy sources. "Extraordinary rainfall" is defined as any Work or delays in Work by reason of rainfall and runoff which causes pumping and/or bailing, additional excavation caused by heavy rain, standing water, and/or flooding, or any event that will require additional Work to comply with the Storm Water Management Plan. The costs of all Change Orders necessitated by cold weather and/or extraordinary rainfall shall be borne by the Owner and shall be reimbursed to the Contractor upon billing.
- c. In addition to the direct expenses related to any Change Order, the Contractor shall be entitled to receive 5% for overhead and 5% for profit.
- d. All Change Orders must be approved by the Owner's lender, and it shall be the responsibility of the Owner to obtain the Owner's lender's approval.



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- e. The Contractor has not included any costs for temporary utility services in the Contract Price. The Contractor shall contact local utilities and obtain temporary utility services as may be required for electrical, gas, water and sewer services construction. The Contractor shall pay all invoices directly to the utility provider until a Certificate of Occupancy is issued, after which the applicable temporary utility services shall be transferred into the Owner's name and the Owner shall pay directly for all subsequent utility service. The Contractor shall be entitled to recover costs paid for all temporary utility services by means of Change Order to be submitted to the Owner upon Project closeout. The Owner hereby agrees to pay said costs.

C. Code Requirements:

- a. The Contractor shall obtain all permits, licenses, and approvals to commence construction.
- b. The Contractor has reviewed the applicable building code and zoning code requirements for the Project but cannot guarantee that the Project will not require changes by the applicable governmental department upon submittal of the Project plans or upon governmental inspection in the field. Any variances, changes or other governmental requirements shall be billed to the Owner by Change Order as set forth in Section 2 above.

D. Unforeseen Conditions:

- a. The Owner authorizes the Contractor to obtain soils reports at the Owner's expense for the construction of the Project. The Contract Price does not include costs incurred due to unforeseen conditions, including without limitation, adverse soils conditions, ground water, rock, buried concrete or asphalt, frost conditions, unmarked utilities, buried private lines or cables or other underground improvements not identified by industry standard locating reports. Any such additional expenses shall be billed to Owner by change Order as set forth in Section 2 above.
- b. The Contractor's Safety Officer shall have sole discretion to determine unsafe Working conditions and to take any appropriate action, including without limitation ceasing Work. Unsafe Working conditions may include ice, frost or other hazardous walking conditions, winds exceeding 25 M.P.H. or forecasted inclement weather. The Owner shall not be responsible for said delays. The delay will add days to the completion date.

E. Completion:

- a. Substantial Completion of the Project pursuant to the terms of this Contract shall occur upon (1) a written notice of Substantial Completion by the Contractor to the Owner, and (2) the issuance of a temporary or final certificate of occupancy for the Project. The construction schedule and completion date in Paragraph 1 does not include weather delays due to adverse weather conditions or other matters beyond the reasonable control of the Contractor. Such conditions include, but are not limited to, rain, sleet, snow, cold, wind, or other natural conditions which would hinder or delay the construction of the Project or the quality of the Project; the availability of materials and/or labor; delays in the issuance of necessary permits and licenses for the construction; strikes; and/or the availability of equipment for the Project. Upon any such delay, the Contractor will issue to the Owner a written documentation, which will extend the date of Substantial Completion hereunder. (Note: each weather delay may add three to five days of lost construction time, depending on the stage of construction, e.g., site conditions, utility ditching, concrete preparation, asphalt paving preparation, etc.)



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- b. Mutual execution of this Contract and tender of the signed Contract to the Contractor constitutes authorization to the Contractor to proceed as specified herein, upon delivery by the Owner of \$20,000.00 as a down payment. At Contractor's sole option, the down payment may be billed in the first draw or other later date. If the Owner delays in execution of this Contract, or otherwise causes delays in the commencement of construction for more than 30 days, or if construction is held up due to governmental or financial institutions, the Contractor reserves the right to review all contract documents, and to provide a revised Contract Price to the Owner, based on (among other things) changes in labor and material costs, equipment, changes in the scope of Work, and the project schedule. At such time, the Owner may decline to accept the revised Contract Price and terminate the Contract, but the Owner shall remain liable to the Contractor, and shall promptly pay the Contractor within five days of receipt of an invoice for all expenses incurred by the Contractor prior to the date of termination, including but not limited to any labor, material, or subcontractor expenses, plus a cancellation fee in the amount of \$0.00.
- c. Within 10 days after Substantial Completion of the Project, the Owner will submit to the Contractor a written list of any claimed discrepancies and defects in the Work (the "Punch List"). The Contractor will correct any discrepancies and defects in the Work that are noted on the Punch List within a reasonable amount of time, depending on the type of Work to be done. The Owner will not delay or withhold final payment on the basis that the items listed on the Punch List have not been completed.

F. Warranty:

- a. The Contractor hereby warrants materials and labor in the Project for a period of one year from the date of Substantial Completion, to be free from material defects. This Warranty is the sole and exclusive Warranty made by the Contractor, and any and all other warranties, expressed or implied, are hereby expressly disclaimed. The Contractor makes no warranties of habitability, use for an express purpose, merchantability, or that the Project is suitable for Owner's intended use. The Owner hereby acknowledges that it has read this Warranty and understands the terms thereof and acknowledges the Contractor has made no other warranties. The Owner further acknowledges that the Contractor has entered into this Contract and established the Contract Price based in part on the terms of this limited Warranty and but for such limitations, the Contractor would not have entered into this Contract at the Contract Price. The Contractor specifically disclaims any and all other warranties of any nature whatsoever.
- b. Exempt from the 1-year Warranty is any maintenance or repair to any storm water structures, detention/retention ponds or related facility required by government authorities. The Owner accepts the resistibility for the repair and maintenance of storm water structures the day after a temporary or permanent certificate of occupancy has been issued by the local governmental authorities.

G. Insurance:

- a. The Owner shall maintain insurance covering loss, damage and/or destruction of the Project at full replacement value during construction. The Contractor shall maintain necessary Workmen's compensation, comprehensive general liability and automobile liability insurance, as it deems appropriate.

H. Owner-Supplied Materials and/or Labor:

- a. The Owner may supply materials and/or labor for the Project only with written consent of the Contractor. In such event, the Owner shall indemnify and hold the Contractor harmless from any and all damages incurred by the Contractor as a result of the Owner-supplied materials and/or labor, including attorney's fees and costs incurred by the Contractor.



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- b. The Owner shall assume all responsibility for the quality of any materials or labor supplied, and for the orderly and efficient integration of said materials and/or labor into the Project. All Owner-supplied materials and/or labor shall comply with applicable code requirements. The Owner shall be responsible for any OSHA fine or any other governmental penalty that may be assessed as a result of the Owner-supplied materials and/or labor. No subcontract relationship shall be implied between the Contractor and the supplier of any materials or labor which have been supplied at the direction of the Owner. Any materials or labor supplied to the Project by the Owner shall not interfere with the Contractor's role as general contractor for the Project or the Contractor's ability to carry out the terms of this Contract.
- c. The Contractor shall not be liable for any delays or inability to obtain temporary or final certificate of occupancy which can be associated with materials or labor supplied by the Owner.

I. Termination:

- a. In the event that this Contract is terminated, the Contractor shall submit a final invoice to the Owner, and the Owner shall promptly pay the Contractor within five (5) days of receipt of the final invoice, which shall include payment for materials and labor supplied, all subcontractor Work, and the Contractor's overhead and profit.

J. Lending Requirements:

- a. By execution of this Contract, the Owner warrants and represents that all of the Owner's lender or lenders for the Project (if applicable) have been furnished a copy of this Contract and that said lender or lenders have consented to its terms, and that said lender or lenders have also approved the Contractor's billing procedures and forms. The Owner shall notify the Contractor in writing in the event that the cost of the Project will exceed the Project loan funding or if any draw submitted by the Contractor will not be paid in a timely manner by the lender or other sources. In such event, the Contractor may agree to finish the Project, but the Contractor shall have the right to require the Owner to execute a promissory note secured by the Project property in favor of the Contractor for any Project overage that the lender or lenders will not cover. If the Owner and the Contractor cannot agree on how the Contractor shall be paid, the Contractor may terminate this Contract.

K. Miscellaneous:

- a. Time Essence: Time is of the essence of this Contract.
- b. Mediation: Prior to commencing any action or arbitration arising out of a claimed default by either party under this Contract, the parties agree to make a good faith effort to mediate their differences using an independent mediator. If the parties are unable to resolve their differences through mediation, then the dispute shall be resolved by a court of competent jurisdiction.
- c. Remedies:
 - i. If the Owner is in default under this Contract, then the Contractor shall have the right to terminate this Contract if the default by the Owner is not cured within 10 business days after written notice of default from the Contractor to the Owner. In addition to any other remedies available to the Contractor as a result of the default by the Owner, the Contractor shall have the right to file, perfect and foreclose on the Property pursuant to the Colorado mechanic's lien law and for such other and further relief as may be available to the Contractor at law or in equity. The Contractor may suspend its performance during any uncured event of default by the Owner, and recover all damages occasioned by such delay in performance.



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- ii. If the Contractor is in default under this Contract, then the Owner shall have the right to terminate this Contract if default by the Contractor is not cured within 10 business days after written notice of default from the Owner to the Contractor, unless the default cannot be reasonably cured within that amount of time, in which case the amount of time to cure shall be extended by a reasonable amount of time to cure according to industry standard. If the Contractor's default is not cured as set forth above, the Owner may terminate this Contract by providing the Contractor a written notice to that effect.
- iii. Each party hereby disclaims and waives any claims for the following remedies and damages for any matters related to this Contract, whether a claim is made on the basis of this Contract, tort or any other theory or basis at law or in equity: (i) punitive or exemplary damages, (ii) claims for emotional distress or pain and suffering, and (iii) claims for consequential damages (except as otherwise provided herein); and (iv) claims for delay damages other than liquidated damages in the amount of \$0.00 per day.
- d. Attorney's Fees and Costs: If it becomes necessary for either party to enforce provisions of this Contract, whether by litigation, arbitration, or other proceedings, the party who prevails in such matter shall be entitled to recover from the other party the arbitrator's fees and costs, reasonable attorneys' fees, court costs, or other expenses incurred in such litigation, arbitration or other proceedings.
- e. Governing Law: This Contract shall be governed by and construed in accordance with the laws of Colorado. Exclusive jurisdiction hereunder shall be in El Paso County, Colorado.
- f. Cooperation: The Owner shall be responsible for reviewing all construction plans and specifications for the Project prior to construction and advising the Contractor of any changes the Owner wishes to make. Absent notification of such changes, it shall be assumed that the construction plans and specifications represent the Owner's desires with respect to the Project. The Owner shall sign documents and furnish the Contractor such information, services, and approvals as the Contractor shall reasonably require in order to construct the Project and shall generally cooperate with and assist the Contractor in its performance hereunder.
- g. Publicity: In the event there is any publicity or press coverage regarding the Project, the Owner shall identify the Contractor by name as the Contractor. Likewise, the Contractor shall identify the Owner by name as the Owner of the Project. The Contractor shall have the right to use the name of the Owner and the Project for marketing purposes such as newsletters and broker advertisements, including the use of social media such as Google or Bing.



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The foregoing contract is submitted by the Contractor as of 8/22/23. All prices are good for 30 days.

By:  8/22/23
Hammers Construction, Inc. Date

The above Contract Price, terms, conditions, and specifications are hereby accepted and the Contractor is authorized to proceed with construction.

By: _____
Owner Date





Enclaves at Mountain Vista Ranch

Qualifications Package

// August 22, 2023



The RE Promise

MORE CARE

MORE COMMUNICATION

MORE CREATIVITY

At Reconstruction Experts, we believe long-term, creative solutions are the key to the safety and security of our clients and the communities they serve. We provide quality, professional service on all aspects of reconstruction, restoration, and remodeling, from litigation support to creative solutions and construction, focused on transparency and trust.

Our focus is to bring more care, more communication, and more creativity to every project we approach, setting us and our clients up for success. We put ourselves in the shoes of our clients and the residents of the properties that need our help, ensuring disruption is minimized while also going above-and-beyond to keep all stakeholders updated before, during, and after work has completed. Reconstruction Experts' expertise means that problem solving is in our DNA, keeping us flexible and innovative to deliver high-quality results on tight timelines and budgets. At our core, it is our job and pleasure to make sure you love your place again.

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- 01.** Reconstruction Experts Proposal

SECTION A



Qualifications

Introduction to RE



GENERAL CONTRACTOR SPECIALIZING IN OCCUPIED SPACE RECONSTRUCTION



\$1B IN SUCCESSFUL RECONSTRUCTION PROJECTS COMPLETED TO DATE



DEDICATED PROJECT TEAM TO ENSURE QUALITY REPAIRS

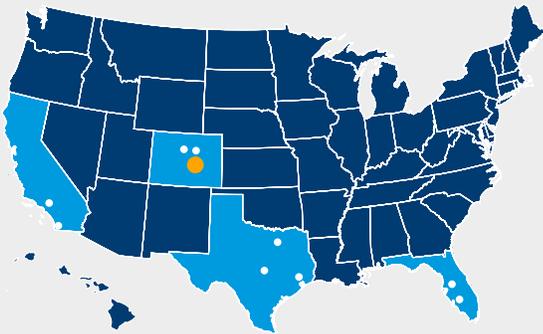


INSURE UP TO \$9M



PROVEN PROCESSES TO ENSURE SAFETY, QUALITY, SCHEDULE, COST AND COMMUNICATIONS

10 OFFICES
IN **4 STATES**



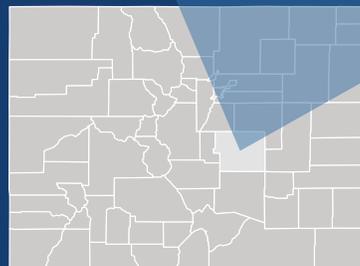
OUR DIVISIONS

01 SUB-MILLION

02 LARGE PROJECTS

03 PRECONSTRUCTION

04 RE ROOFING



Similar Past Projects



WILDGRASS TOWNHOMES

Similar Scope of Work:

- Large Retaining Wall Removal & Replacement

Project Highlights:

- HOA Community Located in CO
- Project Completed Within Budget & On Schedule



LATITUDE AT VISTA RIDGE

Similar Scope of Work:

- Large Retaining Wall Removal & Replacement

Project Highlights:

- HOA Community Located in CO
- Project Completed Within Budget & On Schedule



CANYON SPRINGS

Similar Scope of Work:

- Detention Pond

Project Highlights:

- HOA Community Located in CO
- Project Completed Within Budget & On Schedule



SAWGRASS AT PLUM CREEK

Similar Scope of Work:

- Large Retaining Wall Removal & Replacement

Project Highlights:

- HOA Community Located in CO
- Project Completed Within Budget & On Schedule

Insurance, Bonding & Capacity



INSURANCE

✓ Up to \$9 Million

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER	CONTACT NAME	PHONE	FAX	DATE (MM/DD/YYYY)		
IRONWOOD INSURANCE SERVICES, LLC 4401 Northside Parkway STE 800 Atlanta, GA 30327	Laura Newton (404) 503-9100 lnewton@ironwoodins.com	(404) 503-9100		11/2/2020		
INSURED	INSURER A	INSURER B	INSURER C	INSURER D		
Reconstruction Experts, Inc. 5310 Vivian Street Arvada, CO 80002	Gemini Insurance Company 10833	Hartford Casualty Insurance Co. 29424	The Twin City Fire Ins. Co. 29459	Liberty Surplus Insurance Co. 10725		
COVERAGES CERTIFICATE NUMBER: CL20103030802 REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
TYPE	TYPE OF INSURANCE	ACORD FORM (IND. IROP)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		YG0909420	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE SUSTAINED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Policy Aggregate \$ 5,000,000 COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> HIRE/AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		20UBAB3052	11/1/2020	11/1/2021	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB		Y02001234 (E9M)	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 8,000,000
D	EXCESS LIAB		1000349518-02 (E3M w/ E9M)	11/1/2020	11/1/2021	AGGREGATE \$ 8,000,000
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ARE PROPERTY PARTNERS/EXECUTIVE OFFICERS/MEMBER EXCLUDED? (Mandatory in MO) If yes, describe under DISPOSITIONS OF OPERATIONS below		20WBAB000F	11/1/2020	11/1/2021	Y/N E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS (LOCATIONS / VEHICLES) (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
CERTIFICATE HOLDER			CANCELLATION			
Evidence of Insurance			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
			AUTHORIZED REPRESENTATIVE Laura Newton/LAURAN			
© 1988-2014 ACORD CORPORATION. All rights reserved. ACORD 25 (2014/01) IN5225 (09/10) The ACORD name and logo are registered marks of ACORD						



BOND-ABILITY

✓ Current Bonding Capacity for Enclaves at Mt Vista

January 26, 2016

RE: Reconstruction Experts, Inc – Bondability Letter

To Whom It May Concern:

We understand that Reconstruction Experts, Inc is being considered for several projects. Please be advised that Argonaut Insurance Company supports the company for its surety bond needs. During this relationship, we have determined that Reconstruction Experts, Inc is bondable for individual contracts up to \$9,000,000 and an aggregate bond amount of \$12,000,000. We have confidence in the financial and operational strength of the company and we recommend them to you as an outstanding contractor.

It is understood that any arrangement for surety bonds is a matter between Reconstruction Experts, Inc and Argonaut Insurance Company which may include review of contract documents, confirmation of an acceptable financing source and payment provisions to Reconstruction Experts, Inc and bond forms acceptable to Argonaut.

If you should have any further questions, please contact me at 404-503-9145.

Regards,
Eric Ragone
Eric Ragone
Attorney in Fact – Argonaut Insurance Company

Ironwood Insurance Services, LLC
3715 Northside Parkway NW | Suite 1-500 | Atlanta, GA 30327
404.503.9100 | ironwoodins.com



CURRENT CAPACITY

✓ Current Capacity to assume Enclaves at Mt Vista



We always have an excellent understanding of your current workload, so we know how to plan for future large projects.

Qualification Highlights

Each Occupied Space project has its specific characteristics that make it unique and special. Our approach to successfully assist a community through the repair process is centered around customizing every aspect of the project to meet the needs of the Association. With this said, we have prepared specific qualifications for Enclaves at Mountain Vista Ranch that highlight our experience that will allow you to understand that we have the experience to assist your Association in a successful reconstruction project.

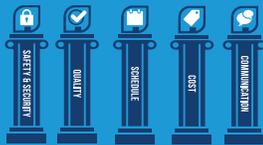
QUALITY FIRST APPROACH



CUSTOM COMMUNICATION PROTOCOLS



PROVEN PROTOCOLS TO MANAGE MULTIPLE SCOPES (THE PILLARS)



DEDICATED PROJECT TEAM

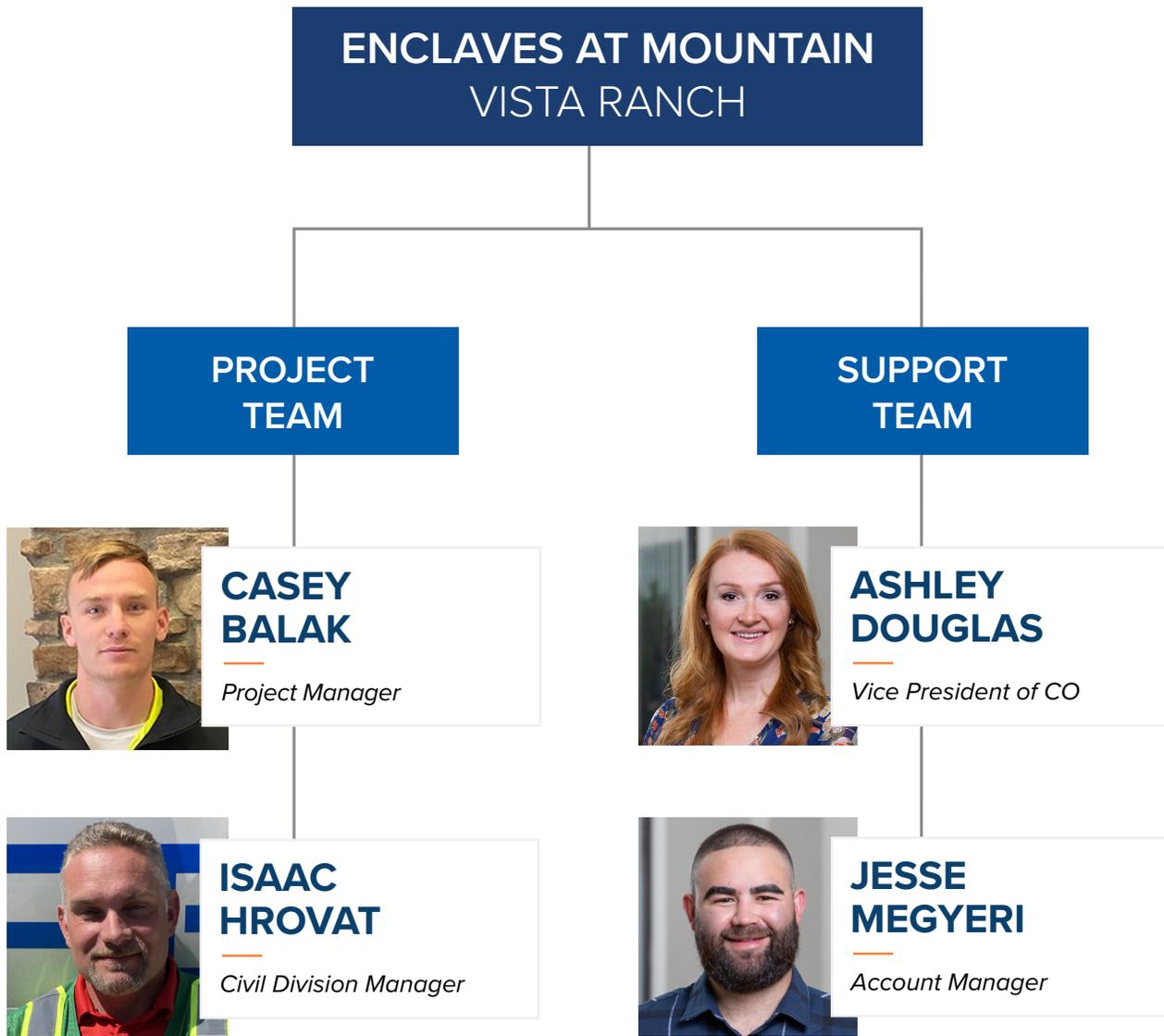


SECTION B



Our Approach to Your Project

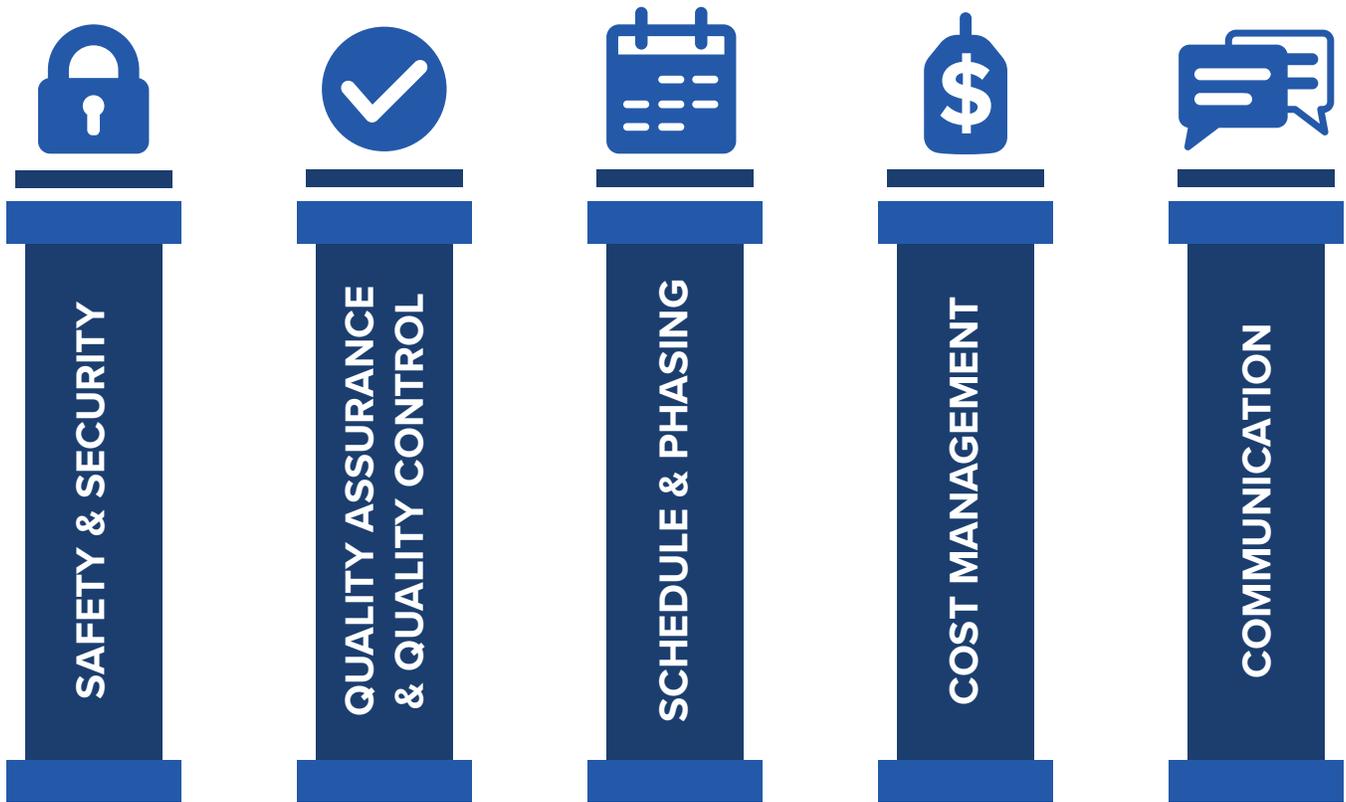
Your Project Team



Your Project Scope - Retaining Wall, Detention Pond & Detention Pond Clean Up



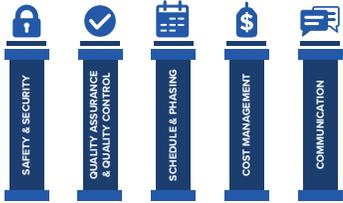
The 5 Pillars of RE



We appreciate the opportunity to describe our approach to project staffing, scheduling, monitoring and control to ensure that all appropriate safety measures are being employed and that the project will be completed in a timely manner. We have completed over \$1B in successful reconstruction/roof replacement repair projects to date and we know that our success is a direct result of how we approach each project.

Our approach centers on the systems and processes that are the basis of our company's fundamentals. They are referred to as the "5 Pillars of Reconstruction." The 5 Pillars of Reconstruction are **Safety & Security, Quality, Schedule, Cost and Communication.** On the following pages, you will learn more about how each pillar directly impacts our approach and your project.

Our Approach



Reconstruction Experts understands that we will be working where you live. We have developed specific protocols to reduce resident impact during construction and to ensure a successful project. These protocols are referred to as The Five Pillars of Reconstruction.

Safety & Security



- 1. VESTING PROTOCOL:** All Workers will be easily identifiable in safety vests. A dark green vest indicates your project superintendent and yellow vests indicate trade partners.
- 2. CONTROLLED ACCESS ZONES:** All working areas will be blocked off with orange safety fencing to ensure that residents cannot enter unsafe work zones.

Quality



- 1. QUALITY ASSURANCE / QUALITY CONTROL:** This is a protocol that defines every scope of work for your project and ensures that workers and supervisors sign off that the work was done correctly.
- 2. SUPERVISION:** The onsite superintendent has the expertise to manage onsite crews and ensure quality work.

Schedule



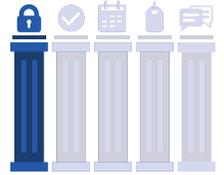
- 1. APPROXIMATE PROJECT DURATION:**
Start Date: TBD
Project Duration: TBD
- 2. CPM:** RE will take the time to put together a Critical Path Method Schedule and a Phasing Plan for your review. Managing and driving the schedule is critical to the project being completed efficiently and on-time.

Communication



- 1. POSTING NOTICES:** 1 week prior to work starting, notices will be posted throughout community outlining important project information.
- 2. PROJECT TEAM:** 24/7 access to your project team via phone, text, email or consultation.
- 3. WEEKLY OEC MEETINGS:** Weekly Owner, Manager & Contractor Meetings. RE creates the agenda and keeps meeting minutes for your project's records.

Safety & Security



SAFETY VESTING

All onsite workers will be easily identifiable in safety vests:

Project Supervisors: Identifiable in dark green safety vests

Workers: Identifiable in yellow safety vests



SECURITY BADGES

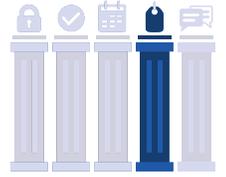


A photo badging system will be implemented to ensure all staff is accounted for and no unauthorized personnel are onsite.

DAILY SIGN-IN

At the start of each day, every RE worker will sign-in on the Daily Sign-In sheet with their name and badge number. The project supervisors will then assign each worker tasks and designate working locations for the day. This is to record who will be where each day.

Date	Name	Employer	Description of work and location	Position (stage #, scaffolding, ground)	Badge ID #	Radio #	Time In	Time Out
15 - MAY	Ryan Toney	RE	SUPERVISOR - UNIT ____	GROUND	7	17	8:30a	4:30p
15 - MAY	Tyson Wyatt	RE	SUPERVISOR - UNIT ____	GROUND	1	13	8:30a	4:30p
15 - MAY	Kyle Boyd	RE	SUPERVISOR - UNIT ____	GROUND	3	9	8:30a	4:30p
15 - MAY	Supervisor	RE	SUPERVISOR - UNIT ____	GROUND	5	9	8:30a	4:30p



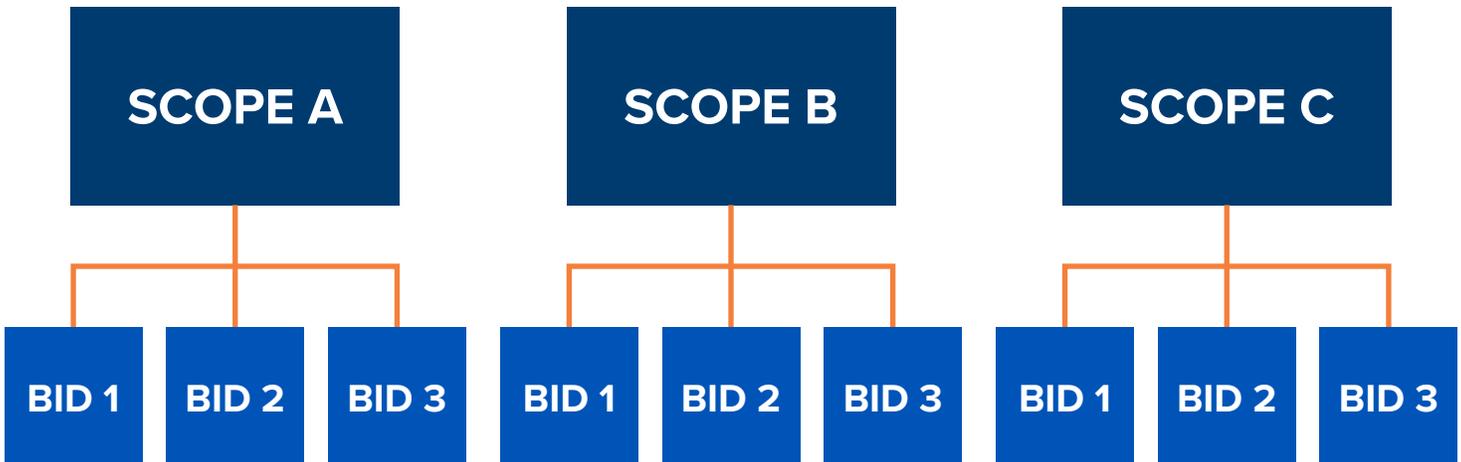
GATHER PRICING

- Gather market pricing on design
- 3 Bids per Trade
- Create bid tabs
- Assume all pricing risk
- Assume all warranties

RE GATHERS MARKET PRICING

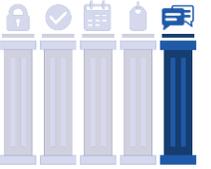
Three Bids Per Scope

- Bid Tabs



RE CARRIES ALL COST RISK IF:





Management communication

Communication Between RE, Your Board of Directors, Association Managers and Design Professionals/Engineers



Weekly OEC Meetings

RE will host meetings for all parties involved in the project, including Owners, Management, Architects & Board of Directors in order to keep lines of communication open.



Weekly Construction Update

Onsite project team members will create weekly update sheets relaying project status, notices, etc.



Monthly HOA Meetings

RE will meet regularly with HOA to touch base about project status and any concerns that may arise.



Custom Website & RE App

A custom website and app will be available for residents and management to access 24/7. These items will be updated every week with important project details.

Resident communication

Communication between Reconstruction Experts and Your Residents

MACRO: Entire Community

Townhall meetings Prior to project start date, RE will hold a townhall meeting to introduce project team, project approach & expectations.

Regular progress notices We will send property notices via mail or email that contain important project information.

Community bulletin board Project notices will be posted in common areas to inform residents of start times and any necessary construction update.

Custom website A custom website will be available for residents to access 24/7. This will include project team, schedule, status, etc.

Project team contact info Residents will have direct access to their RE team should any questions or concerns arise.

MICRO: Individual Residents

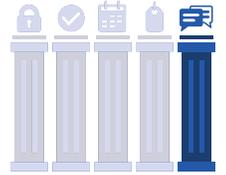
Individual consultations

One-on-one meetings can be scheduled for project related residents' inquiries.

Your project snapshot Snapshots are frequently asked questions and information relating to your individual homes and their impacts.

Onsite team A Superintendent will be onsite Monday - Friday between 8am and 5pm wearing a dark green safety vest.

24 Hour emergency response In addition to onsite staff, team members will be available 24/7 via email or phone to answer any questions.



TO VIEW THE CUSTOM ENCLAVES AT MOUNTAIN VISTA RANCH WEBSITE:

1. When the project begins, you will use this link to access your project site:
reconexp.com/enclavesatmtvista
2. User name: enclavesatmtvista (Case sensitive)
3. Password: enclavesatmtvista (Case sensitive)
4. View updated Schedule, Documents, Timeline and Progress; as well as Project Team information.



Home

- Your Team
- Safety/Security
- Quality
- Schedule
- Communication
- Contact
- Progress Photos



Enclaves at Mountain Vista Ranch

Welcome to the community website for your home!

It is important to us at Reconstruction Experts that you are kept up-to-date and informed on your project. Visit the menu to find all documents from Homeowner Meetings, as well as regularly updated schedules on all the work our team is doing to help you love your place again. If you have any additional questions, our team is here to help! Feel free to contact your dedicated Project Team for anything you need.

Thank you for welcoming us into your space,

The RE Team

SECTION C



Reconstruction Experts Proposal



*Preliminary Proposal
for*

Enclaves at Mountain Vista Ranch



***Northwest Corner of Graphite Drive & Shale Drive
Colorado Springs, CO
August 21, 2023***

Date	August 21, 2023	
Preliminary Proposal for Enclaves at Mountain Vista Ranch		
SUMMARY		
	Repair Description	Total Cost
00	Supervision & Site Specifics	\$ 18,447.00
01	Retaining Wall	\$ 126,185.00
Grand Total		\$ 144,632.00
PROPOSAL QUALIFICATIONS:		
1	The basis for this estimate is a site walk conducted by Reconstruction Experts on 8/14/23.	
2	This estimate incorporates industry standard construction repair and project costs extended by unit counts, or as lump sum estimates, for locations and/or general categories of the repair and/or estimate items. The term "Unit" as used herein does not denote unit pricing.	
3	Construction repairs shall be performed in accordance with all applicable building codes, and in accordance with OSHA Safety and Health Standards for the Construction Industry (29 CFR Part 1926).	
4	Open Items to be performed on a Time and Material basis or as a lump sum Change Order upon full evaluation of repairs required.	
5	Allowance items are for scope that needs further specification or for unknown quantity. Allowances will be accounted for with an add or deduct change order at the completion of the line item. Supporting documentation may include a detailed cost report and log of hours to be billed at RE's 'schedule of rates'.	
6	Should additional information or currently unknown conditions be discovered and made available, Reconstruction Experts, Inc. retains the right to revise and supplement this estimate accordingly.	
7	This bid is excluding Permits. Permitting cost To Be Determined upon final scope selection.	
8	Reconstruction Experts is not an engineer, architect or design professional and does not represent itself as such.	
9	Colors and Textures of new materials to match as close as possible to existing. Note: Current Colors and textures are naturally worn and weathered and cannot be matched perfectly.	
10	This pricing is valid for a period of thirty (30) days after delivery of this bid, after that period RE reserves the right to revise pricing.	
11	Pricing based on use of HOA exterior hose bib for water and electrical receptacles as provided power for use of power tools and compressors	
12	Community responsible for allocation of parking for homeowners displaced during construction	
13	Pricing based on single mobilization, if scope becomes phased and additional mobilizations are necessary, pricing is subject to change	
14	In the event of a significant delay or price increase of material or equipment occurring during the performance of the Contract through no fault of Contractor, the price, time of completion and/or contract requirements shall be equitably adjusted by Change Order. A change in price of an item of material or equipment will be considered significant when the price of an item increases 20% between the date of the Contract and the date of installation.	
15	Due to the volume of unmitigated water from the upper adjacent lots to the north and west RE will be unable to provide a warranty on the work detailed in this proposal.	

Date August 21, 2023

Preliminary Proposal for Enclaves at Mountain Vista Ranch

00	Supervision & Site Specifics	Repair Quantity	Unit Type	Price
0.1	Project Supervision			
0.1.1	Oversee job and be available for consulting with homeowner, engineers and city officials.			
a.	Superintendent to manage day to day activities, progress of work, coordinate deliveries, subcontractors and required inspections.	1	LS	Included
b.	Project Manager to prepare and submit schedules, RFIs, and maintain contractual obligations.	1	LS	Included
0.2	Site Prep and Work			
0.2.1	Site setup and coordination of equipment deliveries. Includes mobilization, safety issues, conveniences and other items required to commence and effectively complete project.			
a.	San O Let - serviced once a week.	1	LS	Included
b.	Storage Container: Delivery and Return	1	LS	Included
c.	Storage Container: Monthly Rental	1	LS	Included
d.	Dumpsters & Debris Removal	1	LS	Included
e.	Site Safety Fence: Delivery, set-up and return.	1	LS	Included
f.	Site Safety Fence: Monthly Rental & Daily Maintenance	1	LS	Included
g.	Safety Supplies	1	LS	Included
h.	Jobsite Signage	1	LS	Included
i.	Equipment Rental Expense	1	LS	Included
00	Supervision & Site Specifics	TOTAL		\$ 18,447.00

Date August 21, 2023					
Preliminary Proposal for Enclaves at Mountain Vista Ranch					
01	Retaining Wall				
	Repair Description	Repair Quantity	Unit Type	Unit Cost	Price
1.1					
1.1.1					
a.	Backfill around Type C inlet at western most elevation of pond. Backfill entire area to restore rough grade.	355	CY	\$ 134.81	\$ 47,856.00
b.	Rebuild approximately 45 linear feet of a two-tier modular block retaining wall. The wall will match the existing walls on either side; the walls shall be constructed using the same materials and constructed to the same height as existing prior to failure. Replace the missing walls perimeter drain as necessary and repair any portion of drain that is damaged or inoperable.	450	SQFFT	\$ 99.33	\$ 44,699.00
c.	Areas to be disturbed by tracking access and staging. Replace disturbed earth with biodegradable coconut erosion control blanket.	3,000	SF	\$ 4.26	\$ 12,771.00
d.	Install and maintain straw wattle throughout project to protect from further erosion and direct and slow storm water flow.	1,000	LF	\$ 4.97	\$ 4,967.00
e.	Existing riprap within the swale and adjacent to the inlet shall removed from site.	15	Ton	\$ 248.33	\$ 3,725.00
f.	Replace and backfill dry utility conduits. Coordinate with utility providers as needed.	1	EA	\$ 2,129.00	\$ 2,129.00
g.	North American Green SC250 or equivalent shall be used to line the repaired swale. Install in accordance with manufactures recommendations.	650	SQFT	\$ 7.80	\$ 5,073.00
h.	Mobilization of tools, materials and machinery,	1	EA	\$ 4,967.00	\$ 4,967.00
01	Retaining Wall	TOTAL		\$	126,185.00





Estimate

ENCLAVES

**614 NORTH TEJON STREET
COLORADO SPRINGS, COLORADO 80903**

Retaining wall

614 North Tejon Street Colorado Springs, Colorado 80903

Est ID: EST4139126

Date: Sep-05-2023

Retaining Wall

\$220,993.01

Remove remaining wall that is currently standing but has settled Remove silt from drain basin and re-establish native grass replace dirt and mechanically compact in 1 ft lifts Excavate hill side for new wall lay out Build berm on backside of drain to slow down water and direct into drain basin. Establish native grass with soil amenedment and erosion blankets using existing block wall re-build 2 levels of 4 ft walls replace geo grid on existing walls (to short approx. 3 ft) with 6 ft Install 6 ft geo grid every 2 block layers, 1 ft of rock behind all walls with 4 in perforated and corrugated drainpipe Add 2 more block wall tiers to break up the steep slope Install new capstone and re-install existing capstone Engineering plans and inspections (optional) remove and re-install existing irrigation work with utility department putting back electrical and communication lines

1	Retaining Wall - Remove remaining wall that is currently standing but has settled Remove silt from d	\$220993.01
---	---	-------------

Estimate Total

\$220,993.01

ACCEPTANCE OF WORK

THIS PURCHASE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into on the date of signature by and between A&R Open Land Mowing, LLC (hereinafter referred to as "Company"), and the Client. The Company and Client may hereinafter be referred to collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, Client wishes to enter into this Agreement to purchase services from the Company;

WHEREAS, Company wishes to enter into this Agreement to perform services for Client in such scope as detailed in this Agreement;

WHEREAS, Client and Company (together, hereinafter the "Parties") wish to be bound by this Agreement and all terms herein;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises, premises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Work to be Completed. The Company agrees to perform on Client's behalf only those services as described in the attached proposal, which may be further limited by any and all terms provided in Paragraph 2 of this Agreement.

2. Descriptions and Limitations. Parties agree that all services to be performed by Company shall be further limited as follows:

2.1. Property to be Serviced. The jobsite address listed on the proposal under the job name is the property to be serviced. Company shall not be required to perform work on any property other than the property listed.

2.2. Additional Limitations. Parties agree that the work to be performed by Company as specified in Paragraph 1 of this Agreement shall be further limited in scope as provided in the space below:

N/A

3. Time of Service. Company shall perform services as follows:

3.1. Unless otherwise indicated in Paragraph 3.2., this Agreement is for a one-time service.

3.2. If checked, the services to be performed by Company under this Agreement are to be performed on a recurrent basis as described in the space below:

4. Completion of Service. If services are recurrent under Paragraph 3 of this Agreement, Company's obligations will have been deemed satisfied when all services agreed to be performed have been performed, or when Company reasonably believes in good faith that the services to be provided have been completed to the greatest extent feasible based on Client circumstances.

5. Termination of Services – Recurring Service. If services are recurrent under Paragraph 3 of this Agreement, either Party to this Agreement may terminate the Agreement with or without cause. The Party initiating termination must notify the other Party of its intent to terminate the Agreement no less than 30 days before the last date on which any service is to be performed by Company. Any previously earned fees must be paid per normal invoicing and payment process to Company.

6. Fees. Client shall pay Company any and all fees incurred as follows:

- a. If services to be provided by Company are non-recurrent under Paragraph 3 of this Agreement, Client shall tender payment in the amount listed on the attached Estimate as **Grand Total** to Company within **15 days of the invoice date**.
- b. If services to be provided by Company are recurrent under Paragraph 3 of this Agreement, Company shall provide Client with a monthly invoice for all newly incurred fees.
- c. Payment by Client to Company for all fees listed in any invoice shall be tendered by (mode of payment) ACH, credit card, or check made to A&R Open Land Mowing LLC.
- d. Client shall be required to pay Company for all services detailed in any invoice within 15-days of the respective invoice date. All past due invoices are assessed a late fee of \$20 per day. All returned checks are assessed a fee of \$35.00 and all past due accounts in excess of 60 days may be reported to credit bureaus and released to a private collection firm. Time is of the essence for any and all payments due under this Agreement.

7. No Guarantee. The Company will make every effort to ensure Client is satisfied with the services provided under this Agreement. However, nothing in this Agreement, and nothing previously stated to Client shall constitute a promise or guarantee about the outcome of the services to be provided by Company.

8. Planting Warranty.

- a. **Trees and Shrubs:** All trees and shrubs are warranted one year from the date of installation, provided that the Company is in agreement that the plants are sufficiently hardy and appropriate for the soil, climate, and weather conditions associated with the site, and that they are properly maintained in keeping with standards for assuring the longevity of such plants. Proper watering by irrigation or drip system must be in place and manual watering continued through the winter season to validate warranty.
- b. **Perennials:** Perennials are guaranteed for the same-planted season only. "Delicate" Plants, such as rhododendrons and plants that are not typically suitable for the Client's plant zone, may come with no warranty, due to the risk involved.
- c. **Winter Protection:** All deciduous trees under 3" caliper must be wrapped in their first season to validate warranty. The Company provides this service at an additional cost.
- d. **Winter Watering:** For new tree, shrub, or perennial installations, if the minimum required moisture is not achieved in the first winter season, then supplemental watering will be required or else the warranty for the plant material will be voided. The Company provides this service at an additional cost.
- e. **Plant Seasonality:** Various plants, bushes, shrubs, and trees have ideal times for planting. Planting out of season at the request of the Client will void any warranty for those plants. The Company will point out in writing to the Client any requested planting that will void the warranty on those plants so affected by out of season planting. The Client reserves the right to request that plants that cannot be planted without voiding the warranty be exchanged or planted in the next plantable season without any additional costs being borne by the Client.
- f. **Plant Availability:** In some instances, some plants, shrubs, bushes, and trees may not be readily available to procure in time for the required planting period associated with the Agreement. In that event, the Company will work closely with the Client to provide an approved substitution(s) – subject to availability. The Client will always reserve the right to request plants and related materials that are not locally available.
- g. **Plant Diseases:** Should the Client recognize ill health in the plants, shrubs, bushes, or trees that have been supplied under the Agreement, it is the Client's responsibility to immediately inform the Company. The Company will determine the nature and source of the illness. If it is deemed that the plant was infected prior to installation, the Company reserves the right to first use herbicides, fertilizers, and insecticides to return the plants to good health. Should efforts to restore the plant's health fail, the Client is entitled to a refund only. Due to plant availability, the Client assumes the risk and liability of rare specimens. However, the Company reserves the right to remove all or a portion of the warranty depending upon the nature of the source of the plant infections and the approved policies of the Company. In all cases, the Company shall work with the Client to minimize damage to the existing Agreement-related plants.
- h. **Plant Replacement:** The Company is entitled to up to one (1) year to source, match and replace dead or ill plants (due to scarcity). The Client reserves the right to either a full refund within one (1) year or wait for a suitable

replacement. Should the plant be a matching pair or series, and it is not possible to replace, the Company agrees to replace all plants in the series or pair at the Company's cost.

- i. **Lawns:** New lawns that are under shade are not guaranteed. New lawns are guaranteed to be healthy at time of installation only. New lawns without a timer-controlled irrigation system are not warranted. Should new sod be damaged due to animals (pets or wild animals, i.e. raccoons, skunks) the Client will incur all costs for replacement.
- j. **Water Plants:** Water plants are guaranteed for same-planted season only.
- k. **Weeds:** The Company shall use its efforts to minimize any weeds, however, the Company shall not be required to inspect or otherwise ensure that there is no weed or other unwanted plant matter upon the Client's property in any soil or root balls/planting container of plant materials, nor shall it provide warranty for the removal of existing weeds.
- l. **Replacement plant material:** The Company does not guarantee plant material that has been transplanted on site. Replacement plant material is not guaranteed.
- m. **Required Maintenance:** The Company will provide instructions on all materials and horticulture constructed, erected, implemented or planted on the site as part of the Contract. Failure to follow the recommendations with equal, equivalent or superior maintenance efforts, tools and resources will void any Company warranty on items so affected. Where the Company recognizes that the Client lacks sufficient resources (water pressure, power outlets, and related) to enable the full maintenance and enjoyment of the materials, construction(s) and/or horticultural elements associated with this Agreement, the Company will also inform the Client and recommend possible solutions. However, the Company is not obliged to be wary of such needs or to account for them in this Agreement in terms of design, construction or costs, and the Client fully accepts responsibility for obtaining such knowledge and acting accordingly.
- n. **Water Supply:** Where water supply becomes an issue and negatively detracts from ponds, waterfalls, and other water features, the Client recognizes and agrees that such problems are the sole responsibility of the Client.

9. Miscellaneous.

a. Notice. Any notice or invoice required to be given pursuant to this Agreement shall be given in writing and delivered in person or by certified mail, return receipt request, postage prepaid, to the party entitled to receive notice at the address given in the first paragraph of this Agreement. Notices so mailed shall be deemed received two (2) Business Days after deposit with the United States Postal Office. Changes of address must be given in the same manner as other notices.

b. Attorney Fees and Costs. In the event of any dispute between the Parties arising out of or in any way related to this Agreement, or in any litigation to enforce the terms of this Agreement, the prevailing Party shall be entitled, in addition to any other remedies, to recover its costs and reasonable attorneys' fees incurred in connection with such dispute or litigation.

c. No Waiver. The waiver by Company of a breach of any provision of this Agreement by the Client shall not operate or be construed as a waiver of any subsequent breach by the Client. No delay on the part of Company in enforcing its rights under this Agreement shall operate or be construed as a waiver thereof. No waiver hereunder is effective unless provided in writing by the waiving Party.

d. Modification. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all of the Parties hereto. The Parties acknowledge that this is the complete and final expression of their Agreement.

e. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

f. Assignability. Client shall not assign any or all rights hereunder or delegate any duties hereunder without prior written consent of Company, which may be given or withheld at Company's sole and absolute discretion. Company reserves the right to assign, pledge, hypothecate, or transfer this Agreement, or its interest, provided that Client's rights and privileges granted herein shall not be affected.

g. Binding Effect. This Agreement shall become binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and permitted assigns.

h. Headings. The headings in this Agreement are for convenience and reference and shall not be used in the interpretation of this Agreement or any provision hereof.

i. Mistake. The Parties expressly assume all risks that the facts and law may be or may become different than the facts and law as known to or believed by them as of the date of this Agreement, and that this Agreement was made on the basis of any mistake(s), whether mutual or unilateral, regarding the law and/or facts. The Parties knowingly and unconditionally forever waive any right to seek reformation or assert the invalidity of this Agreement on the basis of any mistake whatsoever.

j. Construction. Unless the context requires otherwise, whenever used herein the singular number shall include the plural and the plural the singular, and the use of any gender shall be applicable to the feminine, masculine, and neuter genders. The language in all parts of this Agreement shall be in all cases construed in accordance with its fair meaning and not strictly for or against Company or Client.

k. Cumulative Remedies. All remedies of Company hereunder are distinct, cumulative, non-exclusive, and in addition to any other rights or remedies available at law, in equity, by statute or otherwise.

l. Survival. All rights and remedies of Company hereunder, and all unperformed covenants, agreements, and obligations of Client shall survive the termination of this Agreement.

m. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule. Each Party irrevocably submits to the exclusive jurisdiction and venue of state courts located in the El Paso, State of Colorado and federal courts located in the County of Denver, State of Colorado in any legal suit, action, or proceeding arising out of or based upon this Agreement.

n. Entire Agreement. This Agreement constitutes the full and complete understanding of the Parties with respect to the subject matter contained in the Agreement and supersedes any and all prior agreements and understandings, whether written or oral. No addition, deletion, or amendment shall have any force or effect, except as mutually agreed to in a writing signed by all Parties to this Agreement. The Parties acknowledge that no promise, inducement or agreement not expressed herein has been made, and that the terms of this Agreement are contractual and not a mere recital.

10. Procedure for Extra Work and Changes

If it shall become necessary for the Company to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Client will pay to the Company a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Client forthwith upon receipt of the Company's invoice.

Change Notice: Any Contract change in scope in excess of one thousand dollars (\$1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CNN) unless with written Client approval.

For Changes in scope of less than one thousand dollars (\$1,000.00), the Company will provide the Client notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

Contractor: _____
Luis Martinez

Client: _____

Signature Date: _____
09/05/2023

Signature Date: _____

Email: luis@aropenlandmowing.com



SB23-110 Concerning Transparency for Metropolitan Districts was passed this legislative session and is effective as of August 7, 2023. Included in this new legislation is a requirement for all active metropolitan districts with residential units that were organized after January 1, 2000 to hold an “annual meeting” in person, virtually, or a combination meeting of virtually and in person.

At the annual meeting, the Board cannot conduct any official business or take any action. This annual meeting must include:

1. A presentation regarding the status of the public infrastructure projects within the district, if any;
2. A presentation regarding outstanding bonds, if any;
3. A review of unaudited financial statements showing the year-to-date revenue and expenditures of the district in relation to its adopted budget, as amended (if applicable), for that calendar year; and
4. An opportunity for members of the public to ask questions about the district.

Because Gold Hill Mesa Metropolitan District No. 2(the “District”) was organized after January 1, 2000, is in active status, and contains residential units, it is required to hold this annual meeting beginning this year. For ease of scheduling, we propose that the annual meeting be held virtually on **November 9, 2023, at 5:00 pm**, after the District’s budget hearing, which is currently scheduled for November 2, 2023, at 10:00 am. The annual meeting must be the subject of a separate meeting notice, and the Board may not take any official action during this session.