

**GARDENS AT NORTH CAREFREE METROPOLITAN DISTRICT**

Regular Board Meeting

**Wednesday, November 1, 2023, at 9:00 a.m.**

in person:

**1373 Struthers Rd., Colorado Springs, CO 80921**

virtually:

<https://video.cloudoffice.avaya.com/join/648989186>

United States: (213) 463-4500

Meeting ID: 648989186

<b>Board of Director</b>	<b>Title</b>	<b>Term</b>
Ronald Covington	President	May 2025
Grace Covington	Secretary	May 2025
Laureen Deveau	Treasurer	May 2025
Heath Herber	Assistant Secretary	May 2027
VACANT	Assistant Secretary	May 2027

**AGENDA**

1. Call to Order/Declaration of Quorum
2. Conflict of Interest Disclosures
3. Approval of Agenda
4. Public Comment - Members of the public may express their views to the Board on matters that affect the Districts. Comments will be limited to three (3) minutes.
5. Consent Agenda - The items listed below are a group of items to be acted on with a single motion and vote by the Boards. Any item may be removed from the Consent Agenda upon request of any Board member.
  - a. Approve Meeting Minutes from June 7, 2023 (**enclosure**)
  - b. Payment of Claims from June 7, 2023 through December 6, 2023 (**enclosures**)
  - c. Unaudited Financial Statements as of October 31, 2023 (**enclosure**)
6. Legal Matters
  - a. Review and Consider Approval for Acceptance of Public Improvements
7. Insurance Matters
  - a. Review and Consider Approval for Annual SDA Membership
8. Financial Matters
  - a. Review and Consider Authorization to Issue Private Bond to Covington Properties, LLC
  - b. Conduct a Public Hearing on the 2024 Budget and Consider Adoption of Resolution Adopting the 2023 Budget Amendment, Adopting the 2024 Budget, Appropriating Funds, and Certifying Mill Levies (**enclosure**)
9. New Business
  - a. Review and Consider Approval for Timberline Snow Removal Proposal and establish Scope of Services (**enclosure**)
  - b. Review and Consider Approval for Split Rail Fence Company’s Proposal for Fence Repairs (**enclosure**)
10. Adjournment – Next Board Meeting December 6, 2023 at 9:00 a.m.





**MINUTES OF THE REGULAR MEETING  
OF THE BOARD OF DIRECTORS OF THE  
GARDENS AT NORTH CAREFREE METROPOLITAN DISTRICT  
HELD JUNE 7, 2023  
AT 9:00 AM**

Pursuant to posted notice, the regular meeting of the Board of Directors of the Gardens at North Carefree Metropolitan District was held on Wednesday, June 7, 2023 at 9:00 a.m., at 1373 Struthers Rd., Colorado Springs, CO 80921, and virtually: <https://video.cloudoffice.avaya.com/join/196580875>.

**Attendance**

In attendance were Directors:

Ronald Covington, President  
Grace Covington, Secretary  
Laureen Deveau, Treasurer  
Heath Herber, Assistant Secretary (Excused)

Also in attendance were:

Pete Susemihl, Susemihl, McDermott, & Downie, P.C.  
Heather Smith, WSDM District Managers  
Rebecca Harris, WSDM District Managers  
Kevin Walker, WSDM District Managers

1. Call to Order/Declaration of Quorum: Ms. Smith called the meeting to order at 9:00 AM.
2. Conflict of Interest Disclosures: All disclosures were properly filed with the Department of Local Affairs, State of Colorado by Mr. Susemihl.
3. Appointment of Board of Directors: President Covington moved to have the officer positions for the Board of Directors remain the same; seconded by Director Deveau. Motion passed unanimously.
4. Approval of Agenda: President Covington added item 9.c. Discussion on future reimbursements. President Covington moved to approve the Agenda as amended; seconded by Director Covington. Motion passed unanimously.
5. Public Comment: There was no public comment.
6. Consent Agenda:
  - a. Approve Meeting Minutes from November 2, 2022: After review, Director Covington moved to approve the November 2, 2022 Meeting Minutes as presented; seconded by President Covington. Motion passed unanimously.
7. Legal Matters: Mr. Susemihl confirmed that Director Herber's Oath of Office was filed with the State.

8. Manager's Report: Ms. Smith presented the Manager's Report. Ms. Harris noted that WSDM will be tracking the increase in assessed valuations and the impact on property tax income for the District. WSDM will distribute an analysis in August once preliminary assessed valuations are received.

9. Financial Matters:

- a. Payment of Claims – November 2, 2022 – May 15, 2023: Ms. Smith presented the payment of claims from November 2, 2022 through May 15, 2023 to be ratified. President Covington moved to ratify the payables; seconded by Director Deveau. Motion passed unanimously.
- b. Unaudited Financial Statements as of April 30, 2023: Ms. Smith presented the Unaudited Financial Statements as of April 30, 2023. After review, Director Deveau moved to accept the Unaudited Financial Statements as presented; seconded by Director Covington. Motion passed unanimously.
- c. Discussion on Future Reimbursements: The Board discussed that future reimbursements should be made payable to Covington Properties rather than Ron and Grace Covington. Mr. Walker joined the meeting. President Covington moved to have future reimbursements made payable to Covington Properties; seconded by Director Covington. Mr. Walker noted that the Reimbursement Agreement reflects Covington Homes, LLC. President Covington explained that the Reimbursement Agreement needs to be modified to reflect Covington Properties.
- d. Bond Discussion: Mr. Walker and the Board discussed the Reimbursement Agreement as a debt instrument. Mr. Walker and Mr. Susemihl will work on this item.

10. New Business

- a. Draft Design Guidelines: After review, Director Covington moved to adopt the Design Guidelines; seconded by President Covington. Motion passed unanimously.

11. Adjourn: President Covington moved to adjourn the meeting at 9:20 AM; seconded by Director Covington. Motion passed unanimously.

- a. Next Regular Meeting – July 5, 2023 at 9:00 AM. President Covington moved to cancel the Board meetings until November; seconded by Director Covington. Motion passed unanimously. The Board tentatively scheduled the next meeting for November 8, 2023.

Respectfully Submitted,

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Secretary

Approved,

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President



**Gardens At North Carefree Metropolitan District**  
**PAYMENT REQUEST**  
8/15/2023  
**GENERAL FUND ACCOUNT**

<b>Company</b>	<b>Invoice</b>	<b>Date</b>	<b>Amount</b>	
Cherokee Metropolitan District	71123	7/11/2023	\$ 1,323.80	
Covington Properties, LLC	63023	6/30/2023	\$ 6,510.75	
Susemihl, McDermott & Downie	35439	7/31/2023	\$ 375.00	
Susemihl, McDermott & Downie	35330	7/30/2023	\$ 2,550.00	
Timberline Landscaping	43589	8/1/2023	\$ 1,283.36	
Timberline Landscaping	42441	7/3/2023	\$ 1,283.36	
WSDM District Managers	7480	6/30/2023	\$ 750.00	
WSDM District Managers	7613	7/31/2023	\$ 750.00	
<b>TOTAL</b>			<b>\$ 14,826.27</b>	

**Gardens At North Carefree Metropolitan District**  
**PAYMENT REQUEST**  
10/19/2023  
**GENERAL FUND ACCOUNT**

<b>Company</b>	<b>Invoice</b>	<b>Date</b>	<b>Amount</b>	
Cherokee Metropolitan District	101323	10/13/2023	\$ 1,600.47	
Mountain View Electric Associaation	1030694700	9/6/2023	\$ 109.02	Auto Payment
Mountain View Electric Associaation	105572400	9/27/2023	\$ 34.93	
Susemihl, McDermott & Downie	35473	8/31/2023	\$ 301.05	
Timberline Landscaping	44728	9/6/2023	\$ 10,799.29	
Timberline Landscaping	45535	10/1/2023	\$ 1,283.37	
WSDM District Managers	7688	9/30/2023	\$ 750.00	
<b>TOTAL</b>			<b>\$ 14,878.13</b>	

Stockmans Bank as on 10/19/23	\$ 41,402.71
Payables for October 2023	\$ (14,878.13)
	<u>\$ 26,524.58</u>



## Gardens At North Carefree Metropolitan District

## Balance Sheet

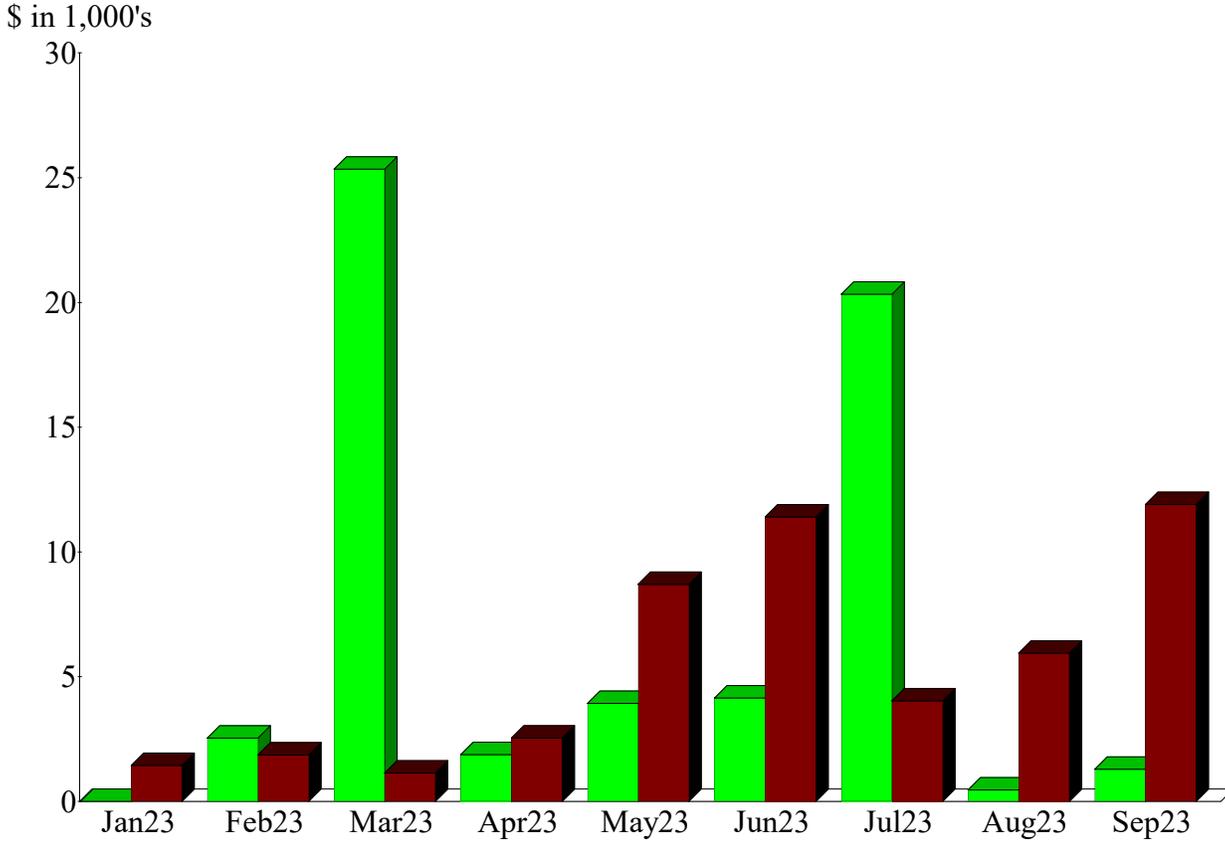
As of September 30, 2023

	<u>Sep 30, 23</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
Stockmans Bank - Checking	40,776.08
<b>Total Checking/Savings</b>	<u>40,776.08</u>
<b>Total Current Assets</b>	40,776.08
<b>Other Assets</b>	
Capital Improvements	2,998,197.00
<b>Total Other Assets</b>	<u>2,998,197.00</u>
<b>TOTAL ASSETS</b>	<b><u>3,038,973.08</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
Accounts Payable	1,085.98
<b>Total Accounts Payable</b>	<u>1,085.98</u>
<b>Total Current Liabilities</b>	1,085.98
<b>Long Term Liabilities</b>	
Developer Advance - Cov Homes	2,973,197.00
<b>Total Long Term Liabilities</b>	<u>2,973,197.00</u>
<b>Total Liabilities</b>	2,974,282.98
<b>Equity</b>	
Retained Earnings	53,729.33
Net Income	10,960.77
<b>Total Equity</b>	<u>64,690.10</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>3,038,973.08</u></b>

**Gardens At North Carefree Metropolitan District**  
**Profit & Loss Budget vs. Actual**  
January through September 2023

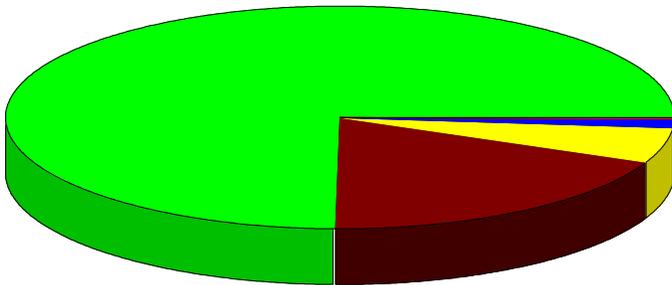
	TOTAL				
	Sep 23	Jan - Sep 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
Delinquent Interest - Debt	22.29	22.29			
Delinquent Interest - O&M	5.57	5.57			
CY Property Tax - O&M	139.30	11,208.52	11,209.00	-0.48	100.0%
Specific Ownership Tax - O&M	113.13	772.83	784.63	-11.80	98.5%
CY Property Tax - Debt	557.19	44,834.02	44,834.00	0.02	100.0%
Specifice Ownership Tax - Debt	452.54	3,091.36	3,138.38	-47.02	98.5%
<b>Total Income</b>	<b>1,290.02</b>	<b>59,934.59</b>	<b>59,966.01</b>	<b>-31.42</b>	<b>99.95%</b>
Expense					
Electric	143.95	178.77			
Developer Advance	6,510.75	19,532.25	26,043.00	-6,510.75	75.0%
District Management	750.00	6,628.20	9,000.00	-2,371.80	73.65%
Insurance	0.00	0.00	1,000.00	-1,000.00	0.0%
Landscaping	1,283.36	7,700.16	6,000.00	1,700.16	128.34%
Legal	301.05	7,301.75	10,000.00	-2,698.25	73.02%
Miscellaneous	0.00	0.00	5,000.00	-5,000.00	0.0%
Office Expense	0.00	83.37			
Treasurer Collection Fee - O&M	0.00	166.05	168.14	-2.09	98.76%
Treasurer Collection Fee - Debt	0.00	664.15	672.51	-8.36	98.76%
Utilities	2,906.38	6,719.12			
<b>Total Expense</b>	<b>11,895.49</b>	<b>48,973.82</b>	<b>57,883.65</b>	<b>-8,909.83</b>	<b>84.61%</b>
<b>Net Ordinary Income</b>	<b>-10,605.47</b>	<b>10,960.77</b>	<b>2,082.36</b>	<b>8,878.41</b>	<b>526.36%</b>
<b>Net Income</b>	<b>-10,605.47</b>	<b>10,960.77</b>	<b>2,082.36</b>	<b>8,878.41</b>	<b>526.36%</b>

Income and Expense by Month  
January through September 2023



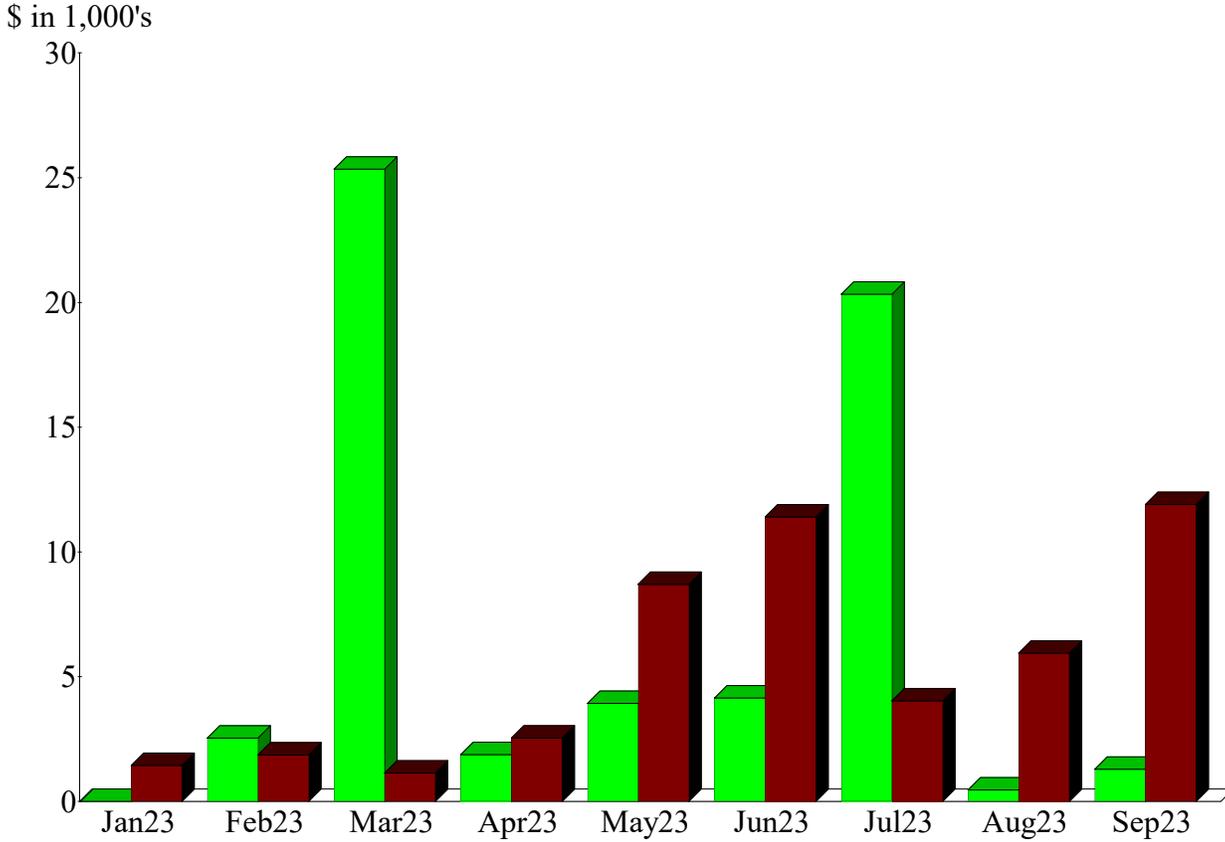
Income Summary  
January through September 2023

CY Property Tax - Debt	74.80%
CY Property Tax - O&M	18.70
Specifice Ownership Tax - Debt	5.16
Specific Ownership Tax - O&M	1.29
Delinquent Interest - Debt	0.04
Delinquent Interest - O&M	0.01
<b>Total</b>	<b>\$59,934.59</b>



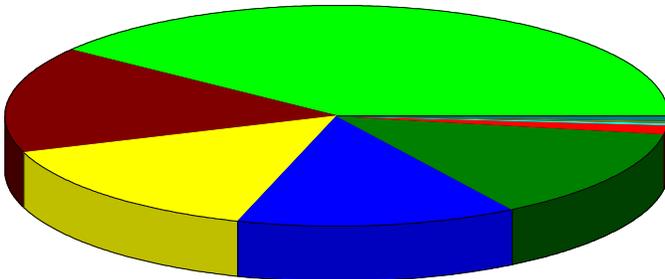
By Account

Income and Expense by Month  
January through September 2023



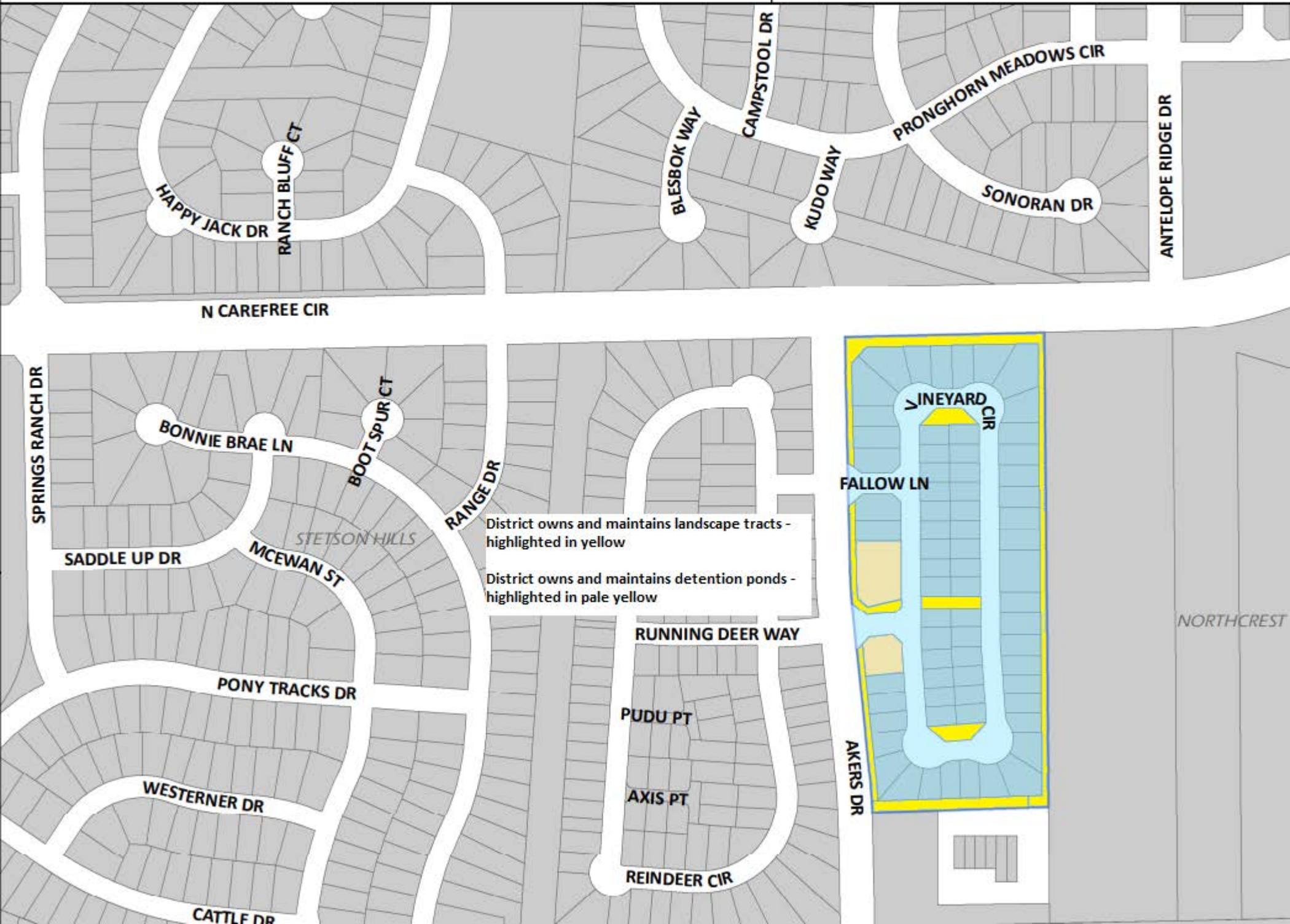
Expense Summary  
January through September 2023

Developer Advance	39.88%
Landscaping	15.72
Legal	14.91
Utilities	13.72
District Management	13.53
Treasurer Collection Fee - Debt	1.36
Electric	0.37
Treasurer Collection Fee - O&M	0.34
Office Expense	0.17
<b>Total</b>	<b>\$48,973.82</b>



By Account







RESOLUTION  
GARDENS AT NORTH CAREFREE METROPOLITAN DISTRICT

A RESOLUTION SUMMARIZING REVENUES AND EXPENDITURES, ADOPTING A BUDGET, AND APPROPRIATING SUMS OF MONEY TO THE FUNDS AND IN THE AMOUNTS SET FORTH HEREIN FOR THE GARDENS AT NORTH CAREFREE METROPOLITAN DISTRICT (THE “DISTRICT”), EL PASO COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2024 AND ENDING ON THE LAST DAY OF DECEMBER 2024 AND AMENDING THE 2024 BUDGET.

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

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

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held November 1, 2023 and interested electors were given the opportunity to file or register any objections to said proposed budget; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF GARDENS AT NORTH CAREFREE METROPOLITAN DISTRICT, EL PASO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO:

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

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

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

Section 4. Levy of General Property Taxes. That the foregoing budget indicated that the amount of money necessary to balance the budget for general operating expenses is \$16,543 and the amount of money necessary to balance the budget for contractual debt obligations is \$66,171. The assessed valuation as certified is \$1,654,263.

Section 5. Mill Levy. That for the purpose of meeting all expenses of operations of the

District for the budget year there is hereby levied a tax of 10 mills upon each dollar of the total valuation of assessment of all taxable property in the District. That for the purpose of meeting all expenses of contractual obligations of the District for the budget year there is hereby levied a tax of 40 mills upon each dollar of the total valuation of assessment of all taxable property in the District.

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

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

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

ADOPTED AND APPROVED this 1<sup>st</sup> day of November 2023.

DISTRICT  
BOARD OF DIRECTORS

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary









Imagine. Build. Maintain.

## SNOW & ICE MANAGEMENT AGREEMENT

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

Date: September 1, 2023

RE: Snow and Ice Management:

THIS AGREEMENT is effective between September 1, 2023 through May 31<sup>st</sup>, 2024 by and between Timberline Landscaping LLC (hereinafter called TIMBERLINE) and Gardens at North Carefree HOA (hereinafter called OWNER). TIMBERLINE agrees to perform all work set forth herein for at Gardens at North Carefree, 3768 Vineyard Circle, Colorado Springs, CO 80922 (hereinafter called Property).

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

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

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

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

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

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

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

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

If to TIMBERLINE: Timberline Landscaping LLC

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

If to OWNER:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

TIMBERLINE:	Timberline Landscaping LLC	OWNER:	
Name:	<u>Pamela Gilpatric</u>	Name:	_____
Title:	<u>Account Manager</u>	Title:	_____
Signature:	_____	Signature:	_____
Date:	_____	Date:	_____

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

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

**Note(s):**



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# EXHIBIT A – SNOW & ICE MANAGEMENT PARAMETERS

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

## PLOWING & DEICING

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

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

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

## SHOVELING/DEICING

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

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

## ANTI-ICING/DEICING APPLICATIONS

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

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

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

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

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

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

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# **EXHIBIT B – PRICING 2023-2024**

## **Truck Plows**

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

## **Equipment**

### **Price Includes attachments**

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

## **Hand Crew Equipment**

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

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

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

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

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

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

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# Proposal



8065 Brandon Drive  
 LITTLETON, COLORADO 80125  
**(303) 791-1997** **FAX (303) 791-1986**  
 " The Respected Leader in the Industry for Over 40 Years"

PROJECT NO.  
 23-0013

PROPOSAL SUBMITTED TO WS District Managers	PHONE (719) 447-1777	DATE 10/27/2023
STREET 614 N. Tejon St.	JOB NAME Gardens at North Carefree	
CITY, STATE and ZIP CODE Colorado Springs, CO 80903	SALES REPRESENTATIVE Melanie Sayers	
CONTACT Heather Smith	E-MAIL heather.s@wsdistricts.co	JOB PHONE (719) 639-2656

**Eighteen thousand three hundred ninety-eight and 00/100 Dollars ( \$ 17,553.00 ).**

Progress billing monthly, Balance due upon completion. The buyer agrees that if the balance is not paid when due, the principle amount shall bear interest at the rate of 2% per month, and the Buyer shall pay all costs of collection including reasonable attorney fees.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard industry practices. Any alterations or deviation from specifications below incurring extra costs will be executed only upon written change order; and will become an extra charge over and above the original estimate. SRF is indemnified of strikes, accidents, or delays (including in material) beyond our control. Owner to carry homeowners insurance for fires, weather, accidents, and any acts of God during fence construction. Our workers are fully covered by Workers' Compensation Insurance.

Authorized  
Signature           Melanie Sayers          

**Note:** this proposal may be withdrawn by **15** days.  
 SRF if not accepted within

Split Rail Fence Co. bids \$18,398.00 to remove and replace (23) 6' x 6' Beige Granite Allegheny molded fence panels damaged by hail. Price includes resetting corresponding 6" x 102" posts.

**Refer to Exhibit A for approximate locations. Price accounts for visible damage from outside of the line of fence only.**

1 year warranty on craftsmanship. Not to include post settling.

Any permit fees to be added to final invoice. Not responsible for private utility damage to include any and all sprinkler system lines. Does not include stain/paint, night work, traffic control, engineering, testing of any kind, core drilling, asphalt cutting, fall protection, demolition/removal, survey, private locates, tier two locates, dirt removal, or prevailing wages unless otherwise noted. An additional charge will be added if digging is rocky or difficult conditions are encountered. If underground utilities are within 18" of fence line, hand digging may be required at \$90 per hole. Fence line must be clear of any and all obstructions, and grade completed before work is started. Customer is responsible for containing pet/children during construction. Adequate parking will need to be provided for the installation crew on dates of install. Customer acknowledges fence can be down over night. Price reflects a continuous start to finish scheduling, **if additional mobilizations are required by customer this will add \$750 per occurrence.**

**Buyer's Right To Cancel**

If you decide you do no longer want the goods or services, you may cancel this agreement by mailing a notice to Split Rail indicating you no longer want the goods or services before midnight on the 3rd business day after you sign this agreement. Cancellation after the 3 days will result in 15% of the contract price be retained for costs incurred and any return shipping charges

**Acceptance of Proposal -**

The above prices, specifications, and conditions are satisfactory and are hereby accepted. SRF is authorized to do the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# EXHIBIT A - Approximate locations of damaged panels

