

ERIE HIGHLANDS METROPOLITAN DISTRICTS NO. 1 and 2

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
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<https://eriehighlands1-2.colorado.gov/>

NOTICE OF A SPECIAL MEETING AND AGENDA

<u>District No. 1 Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Joshua Kiel Malm	President	2025/May 2025
Jason Edward Manley	Treasurer	2025/May 2025
Samuel A. Mayer	Secretary	2027/May 2027
Kristine Fillius	Assistant Secretary	2027/May 2027
Tonya L. Baca	Assistant Secretary	2027/May 2025

<u>District No. 2 Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Mitchell Gonzales	President	2027/May 2027
Andrew J. Matyus	Treasurer	2025/May 2025
Keith Kauffman	Secretary	2027/May 2027
<i>VACANT</i>	Assistant Secretary	2027/May 2027
Elizabeth Thoma	Assistant Secretary	2025/May 2025

DATE: April 2, 2025

TIME: 6:00 P.M.

PLACE: This meeting will be held via Zoom.

**Individuals requiring special accommodation to attend and/or participate in the meeting please advise the District Manager (pripko@sdmsi.com or 303-987-0835) of their specific need(s) before the meeting.*

Zoom

<https://us02web.zoom.us/j/86267550643?pwd=V3RnRGRtWkRyUIZZc1VMWTJFZjFHdz09>

Meeting ID: 862 6755 0643

Passcode: 987572

Call In Number: 1-719-359-4580

I. CALL TO ORDER

- A. Confirm Quorum and Present Conflict Disclosures.
-

II. PUBLIC COMMENTS

- A. Members of the public may express their views to the Boards on matters that affect the Districts. Comments will be limited to three (3) minutes per speaker.
-

III. ADMINISTRATIVE MATTERS

- B. **[District No. 1]** Review and approve Minutes of the March 5, 2025 special meeting (enclosure).
-

- C. **[District No. 2]** Review and approve Minutes of the March 5, 2025 special meeting (enclosure).
-

IV. FINANCIAL MATTERS

- A. Review and ratify the approval of the payment of claims as follows for District No. 1 (enclosures):

Fund	Period Ending Feb. 28 2025	Period Ending Mar. 31 2025
General	\$ 4,271.87	\$ 26,866.94
Debt Service	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-
Total Claims	\$ 4,271.87	\$ 26,866.94

- B. Review and ratify the approval of the payment of claims as follows for District No. 2 (enclosures):

Fund	Period Ending Feb. 28 2025	Period Ending Mar. 31 2025
General	\$ 22,810.32	\$ 11,902.39
Debt Service	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-
Total Claims	\$ 22,810.32	\$ 11,902.39

- C. **[District No. 1 and No. 2]** Review and accept unaudited financial statements for the period ending March 31, 2025 and the cash position statement for the period ending March 31, 2025 (to be distributed).
-

V. OPERATIONS MATTERS

- A. Review and consider approval of Snow Removal Contract (enclosure).
-

- B. **[District No. 2]** Review and consider approval of Carriage House landscape maintenance contract (enclosure).
-

- C. Discuss operating pool without lifeguard on duty.

- D. **[District No. 1]** Review and consider approval of Agreement between the District and Sal's Superior Cleaning (enclosure).

- E. **[District No. 1]** Review and consider approval of Agreement between the District and Foothills Facilities Maintenance, LLC (enclosure).

- F. Discuss formation of a resident committee for Landscape, Architecture and CCR's.

- G. Discuss Signage on District Property

VI. LEGAL MATTERS

- A. **[District Nos. 1 and 2]** Public Hearing on Petitions for Exclusion of Tract H, Erie Highlands Filing No. 1 from Clayton Properties Group, Inc.

 - a. **[District No. 1]** – Resolution re Exclusion of Tract H, Erie Highlands Filing No. 1 (enclosure).

 - b. **[District No. 2]** – Resolution re Exclusion of Tract H, Erie Highlands Filing No. 1 (enclosure).

- B. **[District No. 2]** Public Hearing on Petition for Inclusion of Tract F, Erie Highlands Filing No. 14 from Clayton Properties Group, Inc.
 - a. Resolution re Inclusion of Tract F, Erie Highlands Filing No. 14 (enclosure).

- C. Service and Facility Fee – Discuss update re Approval from Town of Erie.

- D. Settlement Agreement – Update re Status of Items required by Settlement Agreement

E. Other

VII. OTHER BUSINESS

A.

VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR MAY 7, 2025.**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE ERIE HIGHLANDS METROPOLITAN DISTRICT NOS. 1 AND 2 HELD MARCH 5, 2025

DISTRICT NO. 1 Minutes

A joint special meeting of the Board of Directors of the Erie Highlands Metropolitan District Nos. 1 and 2 (the “**District**”) was convened on Wednesday, March 5, 2025 at 6:00 p.m. This District Board Meeting was held at 185 Highlands Circle, Erie, Colorado 80516 and via Zoom video/telephone conference. The meeting was open to the public.

Directors for District No. 1 In Attendance Were:

Joshua Kiel Malm, President
Jason Edward Manley, Treasurer
Samuel A. Mayer, Secretary
Kristine Fillius, Assistant Secretary
Tonya L. Baca, Assistant Secretary

Also In Attendance Were:

Peggy Ripko and Kaitlyn Toman; Special District Management Services, Inc.

Jeffrey Erb, Esq., Haley Trecarichi, Esq.; Erb Law, LLC; (General Counsel for District No. 1)

Joan Fritsche, Esq.; Fritsche Law LLC (General Counsel for District No. 2)

Members of the Public Joined in Person and Virtually

CALL TO ORDER

The meeting was called to order at 6:07 P.M. The Board noted a quorum was present and discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting. No disclosures were made, and it was noted that all Directors are residents of the District.

Agenda: The Board reviewed the proposed Agenda for the District’s special meeting.

Following discussion, upon motion, duly made by Director Malm, seconded by Director Mayer and, upon vote, unanimously carried, the Board approved the Agenda, as amended.

RECORD OF PROCEEDINGS

Update on May 6, 2025 Election: The Board discussed the upcoming Election on May 6, 2025. The Board indicated that they will be having an Election at this time because there are more self-nomination forms submitted than seats available. The Board discussed the mechanism and timing for the election to cancelled, which would require a person to withdraw their self-nomination form.

PUBLIC COMMENT Public comments were made regarding communication by the District to the community and improved transparency including timely notification of meetings, making minutes available to the homeowners, and unilateral decisions involving landscaping. The Board advised Mr. Davis that this information can already be found on the District website.

Additional public comment was made regarding the distribution of meeting notices to the homeowners prior to twenty-four hours before the meeting. The Board advised Mrs. Wells on how to obtain this information via the District website.

Ms. Ripko noted that if any resident wishes to receive notification of meetings directly, they can contact her and she will add them to the notification list.

Finally, public comment was made regarding the settlement agreement and status of the Townhome development.

ADMINISTRATIVE MATTERS **Minutes:** The Board reviewed the minutes of the December 3, 2024 special meeting and Statutory Annual Meeting.

Following discussion, upon motion, duly made by Director Mayer, seconded by Director Fillius and, upon vote, carried, with Directors Malm, Mayer, Manley, and Baca voting yes and Director Fillius voting no, the Board approved the minutes of the December 3, 2024 special meeting.

Terms of Settlement Agreement: Attorney Erb and Attorney Frische reviewed with the Board the terms of the Settlement Agreement with Districts 3-5 and Oakwood Homes and the process the Districts went through to separate from Districts 3-5 and the reasoning behind the decision.

Introduction to Special District Management Services, Inc. (“SDMS”): Ms. Ripko discussed with the Board the overview of SDMS services.

Website and Community E-Blast Communication Update: Ms. Ripko updated the Board on the website and community e-blast communication.

FINANCIAL MATTERS **Payment of Claims:** The Board reviewed the payment of claims as follows:

RECORD OF PROCEEDINGS

Fund	Period Ending Nov. 30 2024	Period Ending Dec. 31 2024	Period Ending Jan. 31, 2025
General	\$ 6,614.80	\$ 31,379.06	\$ 14,782.36
Debt Service	\$ 4,000.00	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-
Total Claims	\$ 10,614.80	\$ 31,379.06	\$ 14,782.36

Following discussion, upon motion, duly made by Director Malm, seconded by Director Mayer and, upon vote, unanimously carried, the Board approved the payment of claims, as presented.

Unaudited Financial Statements and Cash Position: The Board reviewed the unaudited financial statements and cash position for the period ending December 31, 2024.

Following discussion, upon motion, duly made by Director Malm, seconded by Director Mayer and, upon vote, unanimously carried, the Board approved the unaudited financial statements and cash position for the period ending December 31, 2024.

OPERATION MATTERS

Cost Sharing Agreement for Landscaping, Pool and Clubhouse Operations and Maintenance by and between District No. 1 and No. 2: The Board reviewed the Cost Sharing Agreement – Landscaping, Pool and Clubhouse Operations and Maintenance by and between District No. 1 and No. 2.

Following discussion, upon motion, duly made by Director Malm, seconded by Director Manley and, upon vote, unanimously carried, the Board approved the Cost Sharing Agreement for Landscaping, Pool and Clubhouse Operations and Maintenance by and between District No. 1 and No. 2.

Snow Removal Contract: No action was taken at this time.

LEGAL MATTERS

Resolution re Acceptance of Transfer of Tracts from District Nos. 1-5 to District 1 and District 4 to Districts 1 and 2: The Board reviewed Resolution re Acceptance of Transfer of Tracts from District Nos. 1-5 to District 1 (Landscape Tracts) and District 4 to Districts 1 and 2 (Pool and Clubhouse). Mr. Erb noted that these tracts were identified for transfer under the Settlement Agreement.

Following discussion, upon motion, duly made by Director Malm, seconded by Director Manley and, upon vote, unanimously carried, the Board adopted Resolution re Acceptance of Transfer of Tracts from District Nos. 1-5 to District 1 (Landscape Tracts) and District 4 to Districts 1 and 2 (Pool and Clubhouse).

Adequacy of Petitions for Inclusion/Exclusions: The Board discussed the adequacy of Petitions for Inclusion/Exclusions. The Board indicated that the

RECORD OF PROCEEDINGS

Petitions are adequate, and pending receipt of the required deposit, set the hearing for the next meeting.

Status of Remaining Inclusions/Exclusions: The Board discussed the status of the remaining Inclusions/Exclusions, noting that some of the properties are owned by the Town of Erie or require new legal descriptions to be prepared.

Service and Facility Fee: Attorney Erb and Attorney Frische updated the Board regarding the Service and Facility Fee and approval of Town of Erie.

OTHER BUSINESS

2025 Regular Meetings: The Board discussed setting 2025 Regular Meeting Schedule.

Following discussion, upon motion, duly made by Director Manley, seconded by Director Malm and, upon vote, unanimously carried, the Board approved holding the 2025 regular meetings on the 1st Wednesday of each month.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Malm, seconded by Director Baca and, upon vote unanimously carried, the meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE ERIE HIGHLANDS METROPOLITAN DISTRICT NOS. 1 AND 2 DISTRICT NO. 2 MINUTES HELD MARCH 5, 2025

A consolidated special meeting of the Boards of Directors of the Erie Highlands Metropolitan District Nos. 1 and 2 was convened on Wednesday, March 5, 2025 at 6:00 p.m. This District Board Meeting was held as a hybrid meeting at the Erie Highlands Clubhouse, 185 Highlands Circle, Erie, Colorado; and via Zoom video/telephone conference. The meeting was open to the public.

Directors for District No. 2 in Attendance Were:

Mitchell Gonzales, President
Andrew J. Matyus, Treasurer
Keith Kauffman, Secretary
Elizabeth Thoma, Assistant Secretary

Also In Attendance Were:

Peggy Ripko and Kaitlyn Toman; Special District Management Services, Inc.

Jeffrey Erb, Esq.; Erb Law, LLC (General Counsel for District No. 1)

Joan Fritsche, Esq.; Fritsche Law LLC (General Counsel for District No. 2)

Members of the public.

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

The meeting was called to order. The Board noted a quorum was present and discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting. No disclosures were made, and it was noted that all Directors are residents of the District.

CALL TO ORDER

Agenda: The Board reviewed the proposed Agenda for the District's special meeting.

Following discussion, upon motion, duly made by Director Gonzales, seconded by Director Matyus and, upon vote, unanimously carried, the Board approved the Agenda, as amended.

RECORD OF PROCEEDINGS

Update on May 6, 2025 Election: The Board discussed the upcoming Election on May 6, 2025. Attorney Fritsche indicated that the election was cancelled and a memo was provided in the Board packet.

PUBLIC COMMENT Members of the public asked questions regarding the following: 1) Settlement Agreement with Oakwood Homes; 2) status of infrastructure within the District; 3) status of the Townhome parcel; and, 4) District communications/governance and transparency regarding landscaping decisions.

ADMINISTRATIVE MATTERS **Minutes:** The Board reviewed the minutes of the December 3, 2024 special and statutory annual meetings, and December 23, 2024 special meeting.

Following discussion, upon motion, duly made by Director Gonzales, seconded by Director Matyus and, upon vote, unanimously carried, the Board approved the minutes of the December 3, 2024 special and annual meetings and the December 23, 2024 special meeting.

Terms of Settlement Agreement: Attorney Erb and Attorney Frische reviewed with the Board the terms of the Settlement Agreement with District Nos. 3-5 and Oakwood Homes and the process the Districts went through to separate from Districts 3-5 and the reasoning behind the decision.

Introduction to Special District Management Services, Inc. (“SDMS”): Ms. Ripko discussed with the Board the overview of SDMS services.

Website and Community E-Blast Communication Update: Ms. Ripko updated the Board on the website and community e-blast communication.

FINANCIAL MATTERS

Payment of Claims: The Board reviewed the payment of claims as follows:

Fund	Period Ending Nov. 30 2024	Period Ending Dec. 31 2024	Period Ending Jan. 31, 2025
General	\$ 12,066.40	\$ 22,157.11	\$ 19,965.77
Debt Service	\$ 8,000.00	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-
Total Claims	\$ 20,066.40	\$ 22,157.11	\$ 19,965.77

Following discussion, upon motion, duly made by Director Gonzales, seconded by Director Matyus and, upon vote, unanimously carried, the Board approved the payment of claims, as presented.

Unaudited Financial Statements and Cash Position: The Board reviewed the unaudited financial statements and cash position for the period ending December 31, 2024.

RECORD OF PROCEEDINGS

Following discussion, upon motion, duly made by Director Gonzales, seconded by Director Matyus and, upon vote, unanimously carried, the Board approved the unaudited financial statements and cash position for the period ending December 31, 2024.

OPERATION MATTERS

Cost Sharing Agreement for Landscaping, Pool and Clubhouse Operations and Maintenance by and between District No. 1 and No. 2: The Board reviewed the Cost Sharing Agreement – Landscaping, Pool and Clubhouse Operations and Maintenance by and between District No. 1 and No. 2.

Following discussion, upon motion, duly made by Director Gonzales, seconded by Director Thoma and, upon vote, unanimously carried, the Board approved the Cost Sharing Agreement for Landscaping, Pool and Clubhouse Operations and Maintenance by and between District No. 1 and No. 2.

LEGAL MATTERS

Termination of Covenant Enforcement Agreement and Covenant Enforcement Assignment: The Board reviewed the Termination of Covenant Enforcement Agreement and Covenant Enforcement Assignment.

Following discussion, upon motion, duly made by Director Gonzales, seconded by Director Matyus and, upon vote, unanimously carried, the Board approved and ratified the Termination of Covenant Enforcement Agreement and Covenant Enforcement Assignment.

Resolution re Acceptance of Transfer of Tracts from District Nos. 1-5 to District 2 and District 4 to Districts 1 and 2: The Board reviewed Resolution re Acceptance of Transfer of Tracts from District Nos. 1-5 to District 2 (Landscape Tracts) and District 4 to Districts 1 and 2 (Pool and Clubhouse).

Following discussion, upon motion, duly made by Director Kaufmann, seconded by Director Matyus and, upon vote, unanimously carried, the Board adopted Resolution re Acceptance of Transfer of Tracts from District Nos. 1-5 to District 2 (Landscape Tracts, all but Filing 11, Tract G) and District 4 to Districts 1 and 2 (Pool and Clubhouse).

Public Funds Resolution: The Board reviewed the Public Funds Resolution.

Following discussion, upon motion, duly made by Director Gonzales, seconded by Director Matyus and, upon vote, unanimously carried, the Board ratified the Public Funds Resolution adopted on December 23, 2024.

Covenant Enforcement Scope of Services: The Board discussed the Covenant Enforcement Scope of Services with SDMS. It was noted that it is included in the Agreement already approved by the Board. Covenant enforcement services were

RECORD OF PROCEEDINGS

taken over by District No. 2 as of February 14, 2025 under the Settlement Agreement.

Carriage House Maintenance Scope of Services: The Board discussed the Carriage House Maintenance Scope of Services with SDMS. It was noted that it is included in the Agreement already approved by the Board.

Adequacy of Petitions for Inclusion/Exclusions: The Board discussed the adequacy of Petitions for Inclusion/Exclusions. The Board indicated that the Petitions are adequate, pending receipt of deposit and tentatively set the statutory public hearings for the next Board meeting.

Status of Remaining Inclusions/Exclusions: The Board discussed the status of the remaining District Inclusions/Exclusions proceedings, noting the properties require new legal descriptions and are owned by the Town of Erie.

Service and Facility Fee: Attorney Erb and Attorney Frische updated the Board regarding the proposed Service and Maintenance Fee and seeking approval by the Town of Erie.

OTHER BUSINESS

2025 Regular Meetings: The Board discussed setting the 2025 Regular Meeting Schedule.

Following discussion, upon motion, duly made by Director Gonzales, seconded by Director Matyus and, upon vote, unanimously carried, the Board approved holding consolidated 2025 regular meetings on the 1st Wednesday of each month.

EXECUTIVE SESSION:

Following a motion by Director Gonzales, seconded by Director Matyus, the Board voted unanimously to go into Executive Session pursuant to Sections 24-6-402(4)(b) and (e), C.R.S. for the purpose of receiving legal advice on specific legal questions and determining positions relative to matters subject to negotiations; developing strategies for negotiations; and instructing negotiators regarding Trumark Homes and the maintenance and service fees for the Townhome Parcel. At approximately 9:00 p.m. the Board went into Executive Session.

RETURN TO OPEN PUBLIC MEETING:

Upon motion duly made by Director Gonzales, seconded by Director Kauffman at approximately 9:27 p.m., the Board came out of Executive Session.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Thoma, seconded by Director Matyus and, upon vote unanimously carried, the meeting was adjourned.

RECORD OF PROCEEDINGS

Respectfully submitted,

By _____
Secretary for the Meeting

Erie Highlands Metropolitan District No. 1
February-25

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Special District Management Services, Inc.	Jan-25	1/31/2025	1/31/2025	\$ 2,058.70	Accounting	1612
Special District Management Services, Inc.	Jan-25	1/31/2025	1/31/2025	\$ 444.60	Property Management	1710
Special District Management Services, Inc.	Jan-25	1/31/2025	1/31/2025	\$ 1,722.40	District Management	1614
Special District Management Services, Inc.	Jan-25	1/31/2025	1/31/2025	\$ 46.17	Miscellaneous	1685
				\$ 4,271.87		

Erie Highlands Metropolitan District No. 1
February-25

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 4,271.87	\$ -	\$ -	\$ 4,271.87
<u>Total Disbursements from Checking</u>	<u>\$ 4,271.87</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,271.87</u>

**Eric Highlands Metropolitan District No. 1
March-25**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Colorado Special Districts Property and Liability Pool	25PL-61215-3414-R	3/3/2025	3/3/2025	\$ 100.00	Insurance/SDA Dues	1670
Diversified Underground, Inc.	31602	2/28/2025	3/30/2025	\$ 190.00	Miscellaneous	1685
Erb Law, LLC	854	1/31/2025	3/2/2025	\$ 7,389.27	Legal	1675
Erb Law, LLC	896	2/28/2025	2/28/2025	\$ 5,815.30	Legal	1675
Sals Superior Cleaning LLC	498	3/1/2025	3/31/2025	\$ 600.00	Cleaning and Supplies	1817
Sals Superior Cleaning LLC	190	12/2/2024	12/2/2024	\$ 1,050.00	Cleaning and Supplies	1817
Sals Superior Cleaning LLC	290	1/2/2025	2/1/2025	\$ 900.00	Cleaning and Supplies	1817
Sals Superior Cleaning LLC	399	2/1/2025	3/3/2025	\$ 1,000.00	Cleaning and Supplies	1817
Special District Association	SDA-2025	2/26/2025	2/26/2025	\$ 589.61	Insurance/SDA Dues	1670
Special District Management Services, Inc.	Feb-25	2/28/2025	2/28/2025	\$ 1,314.80	Accounting	1612
Special District Management Services, Inc.	Feb-25	2/28/2025	2/28/2025	\$ 103.80	Election	1680
Special District Management Services, Inc.	Feb-25	2/28/2025	2/28/2025	\$ 2,129.40	Property Management	1710
Special District Management Services, Inc.	Feb-25	2/28/2025	2/28/2025	\$ 4,065.30	District Management	1614
Special District Management Services, Inc.	Feb-25	2/28/2025	2/28/2025	\$ 225.57	Miscellaneous	1685
Storm Water Asset Protection, LLC	PS-INV103105	1/31/2025	3/17/2025	\$ 1,385.00	Landscaping	1679
Utility Notification Center of Colorado	225020512	2/28/2025	2/28/2025	\$ 8.89	Miscellaneous	1685
				\$ 26,866.94		

Erie Highlands Metropolitan District No. 1
March-25

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 26,866.94	\$ -	\$ -	\$ 26,866.94
<u>Total Disbursements from Checking</u>	<u>\$ 26,866.94</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 26,866.94</u>

Erie Highlands Metropolitan District No. 2
February-25

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Fritsche Law, LLC	653	2/4/2025	2/4/2025	\$ 15,518.12	Legal	1675
Special District Management Services, Inc.	Jan-25	1/31/2025	1/31/2025	\$ 5,466.80	Accounting	1612
Special District Management Services, Inc.	Jan-25	1/31/2025	1/31/2025	\$ 43.50	Miscellaneous	1685
Special District Management Services, Inc.	Jan-25	1/31/2025	1/31/2025	\$ 1,781.90	District Management	1614
				\$ 22,810.32		

Erie Highlands Metropolitan District No. 2
February-25

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 22,810.32	\$ -	\$ -	\$ 22,810.32
<u>Total Disbursements from Checking</u>	<u>\$ 22,810.32</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 22,810.32</u>

Erie Highlands Metropolitan District No. 2
March-25

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Fritsche Law, LLC	681	3/10/2025	3/10/2025	\$ 7,120.12	Legal	1675
Special District Association	SDA-2025	2/26/2025	2/26/2025	\$ 560.90	Insurance/SDA Dues	1670
Special District Management Services, Inc.	Feb-25	2/28/2025	2/28/2025	\$ 1,816.50	Accounting	1612
Special District Management Services, Inc.	Feb-25	2/28/2025	2/28/2025	\$ 7.27	Miscellaneous	1685
Special District Management Services, Inc.	Feb-25	2/28/2025	2/28/2025	\$ 2,363.00	District Management	1614
Special District Management Services, Inc.	Feb-25	2/28/2025	2/28/2025	\$ 34.60	Election	1680
				\$ 11,902.39		

Erie Highlands Metropolitan District No. 2
March-25

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 11,902.39	\$ -	\$ -	\$ 11,902.39
<u>Total Disbursements from Checking</u>	<u>\$ 11,902.39</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 11,902.39</u>

CLIENT PRICING AGREEMENT

2024.24572222

Multi-season Snow Service Order

BrightView Landscape Services, Inc. (BrightView)

3/5/2025 9:09

39090_BVLS Denver North 645 Compton St. ^{HOMES} Bloomfield CO 80020

Ph: (303) 938-8230

390900656

• SERVICE LOCATION (Location)

Loc ID Location Name Estimate
24572222 ERIE HIGHLANDS METRO CARRIAGE 390900656

Location Address

1207 HIGHLANDS DR, ERIE, CO 80516

• CLIENT INFORMATION (Client)

Client ID Company Name
 ERIE HIGHLANDS METRO DISTRICT NO 2

Billing Address

C/O SDMSI, 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228

• SCOPE OF SERVICES Service Start: **10/01/2024** Service End: **01/05/2025** Start Season: **2025**

<u>Vehicle Site Area(s) (VEH)</u>	<u>Service Start Trigger</u>	<u>Pedestrian Sites Areas (PED)</u>	<u>Service Start Trigger</u>
Parking/Driving Areas (RD)	4"	Private Sidewalks (PRI)	Start of Precipitation
Parking Structure (GAR)	N/A	Public Sidewalks (PUB)	
Ice Watch (Vehicle)	Allowed	Ice Watch (Pedestrian)	Allowed
Anti-Ice/Pretreatment (Vehicle)	Declined	Anti-Ice/Pretreatment (Pedestrian)	Declined

BrightView is only responsible for performing Services in the selected Site Areas after the indicated Service Trigger is reached. Services requested before the Trigger is met shall begin upon a reasonable period after notification from the Client and may result in additional fees. Services provided under this agreement shall be directed and managed by BrightView in order to maintain safe conditions in the Site Areas indicated.

- BrightView will stake curbs and obstacles in the indicated site areas by 12/01 of each season and will invoice Client \$9.50 per stake.
- Speed bumps/humps/tables shall not be repaired/replaced regardless of staking conditions.
- Bulk de-icing material will be purchased (Supplied) by BrightView and applied by BrightView.
- Bagged de-icing material will be purchased (Supplied) by BrightView and applied by BrightView.
- All Time & Material Rates are Port-to-Port, and are subject to minimum fees as noted in the Price Schedule
- All prices exclude any applicable sales tax, should client request tax to be included BrightView may automatically adjust the price if tax laws change to reflect such increase.

By signing this Service Order, Client acknowledges and agrees that (a) snow or ice may accumulate while Services are being performed, (b) even when there is no precipitation present, snow may blow or drift onto a Service Location or be brushed onto cars, parking, and driving areas or walkways, and (c) properly plowed snow may melt and refreeze after Services are fully performed. Accordingly, Client understands and agrees that (i) BrightView cannot guarantee that the performance of the Services will remove all snow and ice from any Service Location, and (ii) some snow or ice may still be present at a Service Location during or after the performance of Services.

** Access driveways are made of pavers. Proper care must be taken for snow plowing.

• PRICE SCHEDULE BrightView will be compensated for work performed at the Service Location according to the agreed to prices shown below. All listed equipment items includes the respective equipment and required operator.

<u>Category</u>	<u>Area</u>	<u>Service/Unit Description</u>	<u>Unit</u>	<u>Min. Chg.</u>	<u>Price</u>	<u>Price</u>	<u>Price</u>	2023 <u>Price</u>	2024 <u>Price</u>
TM	ALL AREAS	Truck with Plow	Hr	1 Hr				\$131.00	\$131.00
TM	ALL AREAS	Truck with Plow and Spreader/Sprayer	Hr	1 Hr				\$131.00	\$131.00
TM	ALL AREAS	Truck with Spreader/Sprayer	Hr	1 Hr				\$131.00	\$131.00
TM	ALL AREAS	Skid Steer	Hr	4 Hrs				\$177.00	\$177.00
TM	ALL AREAS	Back Hoe /Loader less than 3CY	Hr	4 Hr				\$267.00	\$267.00
TM	ALL AREAS	Hauling/Relocating Snow (note)	Hr	1 Hr				\$178.00	\$178.00
TM	ALL AREAS	Snow Blower	Hr	1 Hr				\$94.00	\$94.00
TM	ALL AREAS	Crew Member	Hr	1 Hr				\$72.00	\$72.00
TM	ALL AREAS	Bag Ice Melt	50 Lbs	1 Bag				\$54.00	\$54.00
TM	ALL AREAS	Ice Slicer	Ton	1 Ton				\$308.00	\$308.00
TM	ALL AREAS	Front End Loader	Hr	4 Hr				\$343.00	\$343.00
TM	ALL AREAS	Snow Rator	Hr	1 Hr				\$125.00	\$125.00
SI	ALL AREAS	Snow Stake (Installed)	EA					\$10.00	\$10.00

• ORDER EFFECTIVE DATE: 01/01/2025 This Service Order is accepted by BrightView and Client and forms part of the Master Snow Management Agreement signed by the parties and restates and replaces any Service Order previously agreed to for the above Location.

For BrightView: _____

For Client: _____

Printed: _____

Printed: Peggy Ripko

03/27/2025

Email: _____

Email: pripko@sdmsi.com

Title: _____

Title: District Manager



DEVELOPMENT SUMMARY

LAND USE	ACRES	UNITS	DU / AC
CARRIAGE HOUSE		156	
TOTAL	15.97	156	9.8

Description of Services (attach diagrams if necessary):

Billing Schedule:

January 2025 – March 2025 - \$ invoiced at the 1st of each month

April 2025 – November 2025 - \$ invoiced at the 1st of each month

December 2025 - \$ invoiced at the 1st of the month

Table B: Per Occurrence Service Fee Schedule as follows :

Per Occurrence Service Fee Schedule should only be used to denote services that are not part of Table A: Recurring Service Fee.

Per Occurrence Service	# of Occurrences per a Term	Per Occurrence Service Fee*	Total Per Occurrence Service Fee*
Irrigation Repairs Time and Material. Repair above this amount will need client approval.	TBD	\$800.00	TBD
Emergency Response Per Occurrence \$150.00/hour between 5pm and 7am	TBD	\$150.00/hour	TBD
Irrigation Repairs	TBD	\$ 80/Hour	\$
		\$	\$
		\$	\$

Any Per Occurrence Service Fee shall be invoiced upon the completion of the Per Occurrence Service and Client shall pay the invoice within thirty (30) days of the invoice date.

“Service Specifications for Contract Landscape Management.”

I. Scope of Work:

Contractor shall furnish all supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

II. Turf Care:

- *Mowing: Included Frequencies: 26*
 Turf areas shall be mowed more frequently during the active growing season and as needed during other seasons. Frequencies of mowing shall vary in the Spring and Fall due to seasonal weather conditions and turf growth rates. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season.
 Clippings shall be mulched and not caught or removed from turf areas unless they are lying in swaths which may damage the lawn.
- *String Trimming: Included Frequencies 26*
 - Vertical obstacles will be trimmed around to assure a neat and attractive appearance at the time of each mowing.
- *Edging: Included Frequencies 13*
 All turf areas adjacent to sidewalks shall be edged.

- Blowing: Included Frequencies: 26
Sidewalk and curb areas adjacent to landscaped areas will be blown and kept clean with the use of power-operated blowers at the time of each mowing. This does not include the blowing of car ports and/or parking lots.
- Aeration: Included Frequencies: 1
Core aeration will be performed with walk behind and/or a tow behind aerator in early spring. Aeration plugs shall be left and not caught or removed from the turf areas.
- Fertilization: Included Frequencies: 3 in 1 application
Turf shall be fertilized as warranted with a commercial fertilizer to promote a healthy appearance.
- Post Emergent Broadleaf Weed Control: Included Frequencies: 2
Turf shall be kept reasonably free of weeds by the use of chemical herbicide to promote a healthy appearance.

III. Shrubs and Bed Areas:

- Pruning:
 - Shrub Pruning: Included Frequencies: 2
Shrubs shall be pruned one time in the summer months and one time in the winter months to maintain the natural form of the plant and to maintain growth within space limitations, timing of pruning may vary from plant species. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill. Industry standard pruning practices do not include hand pruning or shearing of plants into boxes, squares, balls, etc., unless required by the design.
 - Ornamental grasses will be cut one time per year, typically in late winter, to approximately ¼ of the existing height.
 - Perennial cut back will be done one time per year, typically in the fall.
- Weed Control: Included Frequencies: 26
Beds, sidewalks and curb/gutter will be kept reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or post-emergent/contact herbicides, or with manual removal (hand-pulling).

IV. Tree Care

- Limbing: Included Frequencies: 1
Applies to low limbs for trees that have been previously maintained up to 10 feet. Low-hanging branches above walkways and/or drive lanes that present a hazard to pedestrian or vehicular traffic will be pruned to a safe height not to exceed 10 feet. This excludes pruning necessitated by storm damage, disease, neglected or overgrown or winterkill.
- Volunteer suckers and shooters on trees will be removed to maintain a clean appearance.
- Tree rings will be chemically treated to control weeds and grass adjacent to tree trunks to establish a safe buffer to protect trees.

V. Irrigation System:

- Activation: Included Frequencies: 1
Seasonal activation of the irrigation system will be performed in the spring as weather conditions dictate. Contractor will be responsible for determining when to activate the system. At the time of activation, all necessary repairs will be performed to bring the system up to operating condition. Repairs will be performed and billed on a time and material or not to exceed basis as outlined in Exhibit B at the expense of the Owner/Client.
- Monitoring: Included Frequencies: 13
Monitoring of the system will occur throughout the growing season. Programing may be periodically adjusted according to weather conditions, seasonal changes, and the needs of the landscape. In the event any malfunctions are found, repair will be performed and billed on a time and material or not to exceed basis at the expense of the

Owner/Client. Damages caused by BrightView Landscape Services, Inc. during the normal course of operations will be repaired by BrightView Landscape Services, Inc. in a prompt manner at no expense to the Owner/Client.

During extended cold or rainy periods, landscape irrigation may be shut off. Occasional rainstorms or cold weather may not constitute an adequate reason for full system shut/down protection.

Unless indicated in Exhibit B, meter reading, usage tracking and reporting is not included but can be performed on a time and material basis if requested by Owner/Client

▪ Deactivation / Winterization: Included Frequencies: 1

Seasonal deactivation and winterization of the irrigation system will be performed in the fall of each year, typically in October or November, depending upon weather conditions. The irrigation system will be drained of water and will have forced air injected into the lateral and pressure lines.

Exterior backflow wrapping or draining is not included but may be performed and billed at *Quote* per device if weather warrants. Backflow wrapping or draining prevents freeze damage when the system is pressurized.

▪ Emergency Service Calls:

Emergency service calls will be made upon request of the Owner/Client. Emergencies are rare and are usually related to main line breaks or faulty valves that may cause flooding. Emergencies are defined as after-hours calls between the hours of 5:00pm and 7:00am Monday-Friday, all day Saturday and Sunday, and recognized holidays. Emergency services will be performed upon request and billed on a time and material or not to exceed basis at the expense of the Owner/Client.

VI. **Landscape Debris & Trash Cleanup:**

○ Growing Season: Included Frequencies: 26

All landscape areas shall be inspected on days of mowing service and excess landscape debris and trash removed. Unless otherwise indicated in Exhibit B, debris clean-up does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

○ Dormant Season: Included Frequencies: NA

All landscape areas shall be inspected, and excess landscape debris and trash removed. Unless otherwise indicated in Exhibit B, debris clean-up does not include the cleanup of pet waste or pet stations, trash cans, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

VIII. **Spring Cleanup: Included Frequencies: 1**

Debris shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Debris shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of debris removal. Unless otherwise outlined in Exhibit B, debris cleanup does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

Fall Cleanup: Included Frequencies: 1

Typically, in November, fallen leaves shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Leaves shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of leaf removal. Unless indicated in Exhibit B leaves that have not fallen from trees or shrubs during contract term are not within the scope of the contract. Leaf cleanup in October will be performed during regular scheduled mowing visits. Upon request, a price will be provided for additional services.

Unless otherwise outlined in Exhibit B, debris clean-up does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

XII. **Bio-Hazards:**

Contractor shall not be responsible for policing, picking up, removing, or disposing of certain materials that may be biohazards on the Owner/Client's property. This includes, but is not limited to, items such as hypodermic needles (Sharps/needles) will not be handled by the Contractor's employees at any time), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. Contractor shall only be obligated to report/communicate any observations of potential biohazards to the Owner/Client for their appropriate removal by others, unless previously arranged by the Owner/Client and Contractor.

ADDITIONAL SERVICES AVAILABLE

Beyond those services made a part of the base contract, BrightView Landscape Services, Inc. offers several additional landscape management services to help beautify, protect, and keep safe your landscape. These services include:

1. Plant Health Care
2. High Tree Pruning
3. Irrigation Meter Reading, Usage Tracking and Reporting
4. Tree Wrapping
5. Winter Watering
6. Landscape/Holiday lighting, including installation/removal and maintenance
7. Landscape enhancement and beautification services, including design and construction, turf renovation, plant replacement, and irrigation repair and upgrade/installation
8. Snow Removal
9. Top Dress Mulch

Terms and Conditions

1. Services.

- (a) For purposes of this Agreement: (i) the “Services” consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the “Scope of Landscape Services” attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the “Landscape Site(s)” consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (as defined on page 1), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.

2. Work Orders. If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a “Work Order”). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the “Work Order Charges”).

3. Insurance. During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers’ compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.

4. Cooperation.

- (a) Client will cooperate with BrightView to facilitate the Services and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
- (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
- (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

5. Service Fee.

- (a) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) or (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys’ fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (b) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such change.
- (c) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client’s convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a “Shortfall”), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. If the result is a negative number (an “Overage”), the Overage shall become due and payable and BrightView shall promptly pay such Overage to Client. Neither a Shortfall nor an Overage are liquidated or other damages arising from a termination of this Agreement but represents the portion of the charges for Services, (i) performed prior to but unpaid by Client as of the Termination Date or (ii) not performed prior to but paid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall or an Overage exceed the total amount that would have been received by BrightView had the terminated Agreement continued uninterrupted until the end of its then current term.
- (d) Unless specified otherwise hereunder, BrightView reserves the right to increase the Service Fee every 12 months by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by the greater of (i) 5% or (ii) CPI. If applicable, CPI is defined as the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year. “Consumer Price Index” and “CPI” means the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.
- (e) In the event that, during the performance of Services, the cost of materials or fuel (collectively, “Variable Costs”) required by BrightView to perform the Services increases by more than twenty percent (20%) over the Variable Costs on the Contract Start Date, the Service Fee shall be increased by an amount equal to the increase in the Variable Costs.
- (f) Client must provide at least 10 days’ prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

Terms and Conditions

6. Termination.

- (a) Either BrightView or Client may terminate this Agreement without cause upon 30 day's prior written notice to the other party. Upon termination, Client will, within fifteen (15) days of the Termination Date, pay BrightView all amounts owed to date for Services performed.
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Client's responsibility.
- (b) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

7. General Provisions.

- (a) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000.00 for each such employee.

- (b) This Agreement shall be governed by the law of the

actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. Further, In no event will either party be liable for special, indirect, incidental, or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen.

- (f) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one of the Parties, or other delays or failure of performance beyond the commercially reasonable control of BrightView.
- (g) Unless otherwise expressly provided in a provision that cross-references this Section 7(g), in the event of any conflict or inconsistency between this Agreement, any Statement of Work ("SOW") and/or any exhibit to this Agreement or any SOW, the order of precedence will be: this Agreement, an exhibit to this Agreement, an SOW and an exhibit to that SOW.
- (h) **Notices.** Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

If to BrightView:

Attn: Matthew Kaeo

Brightview Landscape Services, Inc

Address: 645 Compton St.

Broomfield, CO 80020

With a copy to:

Office of the General Counsel

980 Jolly Rd., Suite 300

Blue Bell, PA 19422

State of Colorado will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.

- (b) This Agreement, together with attached Scope of Landscape Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (c) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (d) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (e) BrightView's total liability for any losses, damages, and expenses of any type whatsoever, including indemnification obligations, if applicable, incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and

If to Client:

Attn: Peggy Ripko
Address: Erie Highlands Metro District #2
Special District Management Services, Inc.
141 Union Boulevard, Suite 150,
Lakewood, CO 80228-1898
pripko@sdmsi.com

With a copy to: Attn: Joan Fritsche
Address: Fritsche Law LLC
3900 E. Mexico Ave. Suite 300
Denver, CO 80210
joan@fritschelaw.com

- (i) Client agrees that BrightView may use images, videos, and stories of the work BrightView performs on Client's Property, for various marketing purposes, including corporate brochures, digital media campaigns, trade show booths, advertising, web, public relations, news stories, and award submissions.
- (j) BrightView is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at: https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf, keeps us true to our values. If you become aware of a violation of the BrightView Code, we encourage you to report it by: (I) Filing a report at www.brightviewconcerns.com; or (II) Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330. Thank you for your confidence in partnering with BrightView.

ADDENDUM TO LANDSCAPE SERVICES AGREEMENT

THIS ADDENDUM (“Addendum”) modifies the LANDSCAPE SERVICES AGREEMENT (“Agreement”) by and between **Erie Highlands Metropolitan District No. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **BrightView Landscape Services, Inc.**, a Colorado corporation (“**BrightView**”).

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BrightView and District hereby modify the Agreement as follows:

1. Terms of Addendum Controlling. The parties expressly intend and agree that this Addendum is hereby incorporated into the Agreement and the terms herein shall modify and control the terms in the Agreement. Any inconsistency between the terms of this Addendum and the terms of the Agreement shall be resolved in favor of the terms contained in this Addendum.

2. Insurance. BrightView represents, warrants, and agrees that it has and shall maintain state minimum Workers’ Compensation insurance coverage for its employees. The BrightView shall also maintain broad form general liability, property damage, and automotive liability insurance in the minimum amount of \$1,000,000 for bodily injury, death, or damage to property of any person per occurrence and \$2,000,000 in the aggregate. All insurance policies (except Workers’ Compensation) shall include the District as an additional insured. The Contractor shall provide the District with documentation evidencing such coverages.

3. Independent Contractor. The services to be performed by BrightView are those of an independent contractor and not of an employee or partner of the District. BrightView is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither Contractor nor its employees, if any, are entitled to Workers’ Compensation benefits from the District for the performance of the services specified in this Agreement.

4. Limitation on District Indemnity. Any obligation of the District to indemnify, defend, or hold harmless BrightView is deleted. Notwithstanding any provision in the Agreement, the District does not waive and shall retain all of the immunities, protections, rights, procedures, and limitations provided to the District under the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S.

5. Limitation on Damages. Under no circumstances shall the District be liable to BrightView for special, punitive, indirect or consequential damages suffered by BrightView arising out of or in connection with this Agreement, including without limitation lost profits, loss of use, or loss of opportunity.

6. Notices. All notices which are required, or which may be given under this Agreement shall be effective when hand delivered, sent via nationally recognized overnight courier, or 3 days after mailing via first class mail, postage prepaid and sent to the address first set forth in the Agreement.

7. Taxes. The District is a governmental entity and is therefore exempt from state and local sales and use tax. The District will not pay for or reimburse any sales or use tax that may not

directly be imposed against the District. BrightView shall use the District's sales tax exemption for the purchase of any and all products and equipment on behalf of the District.

8. Annual Appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution and Section 29-1-110, C.R.S., the District's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations will be made in the sole discretion of the District's Board of Directors.

9. Jurisdiction, Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. Jurisdiction and venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for the county in which the District is located.

10. No Third Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to be effective as of the date of the Agreement.

BrightView Landscape Services, Inc.

By: _____
Name: _____
Title: _____

Erie Highlands Metropolitan District No. 2

By: _____
Name: Mitchell Gonzales
Title: President



DEVELOPMENT SUMMARY

LAND USE	ACRES	UNITS	DU / AC
CARRIAGE HOUSE		156	
TOTAL	15.97	156	9.8

Description of Services (attach diagrams if necessary):

Billing Schedule:

January 2025 – March 2025 - \$1,341.20 invoiced at the 1st of each month

April 2025 – November 2025 - \$2,682.40 invoiced at the 1st of each month

December 2025 - \$1,341.20 invoiced at the 1st of the month

Table B: Per Occurrence Service Fee Schedule as follows :

Per Occurrence Service Fee Schedule should only be used to denote services that are not part of Table A: Recurring Service Fee.

Per Occurrence Service	# of Occurrences per a Term	Per Occurrence Service Fee*	Total Per Occurrence Service Fee*
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Emergency Response Per Occurrence \$150.00/hour between 5pm and 7am	TBD	\$150.00/hour	TBD
Irrigation Repairs	TBD	\$ 80/Hour	\$
		\$	\$
		\$	\$

Any Per Occurrence Service Fee shall be invoiced upon the completion of the Per Occurrence Service and Client shall pay the invoice within thirty (30) days of the invoice date.

“Service Specifications for Contract Landscape Management.”

I. Scope of Work:

Contractor shall furnish all supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

II. Turf Care:

- *Mowing: Included Frequencies: 26*

Turf areas shall be mowed more frequently during the active growing season and as needed during other seasons. Frequencies of mowing shall vary in the Spring and Fall due to seasonal weather conditions and turf growth rates. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season.

Clippings shall be mulched and not caught or removed from turf areas unless they are lying in swaths which may damage the lawn.

- *String Trimming: Included Frequencies 26*
 - Vertical obstacles will be trimmed around to assure a neat and attractive appearance at the time of each mowing.
- *Edging: Included Frequencies 13*

All turf areas adjacent to sidewalks shall be edged.

- Blowing: Included Frequencies: [26]
Sidewalk and curb areas adjacent to landscaped areas will be blown and kept clean with the use of power-operated blowers at the time of each mowing. This does not include the blowing of car ports and/or parking lots.
- Aeration: Included Frequencies: 1
Core aeration will be performed with walk behind and/or a tow behind aerator in early spring. Aeration plugs shall be left and not caught or removed from the turf areas.
- Fertilization: Included Frequencies: 3 in 1 application
Turf shall be fertilized as warranted with a commercial fertilizer to promote a healthy appearance.
- Post Emergent Broadleaf Weed Control: Included Frequencies: 2
Turf shall be kept reasonably free of weeds by the use of chemical herbicide to promote a healthy appearance.

III. Shrubs and Bed Areas:

- Pruning:
 - Shrub Pruning: Included Frequencies: [2]
Shrubs shall be pruned one time in the summer months and one time in the winter months to maintain the natural form of the plant and to maintain growth within space limitations, timing of pruning may vary from plant species. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill. Industry standard pruning practices do not include hand pruning or shearing of plants into boxes, squares, balls, etc., unless required by the design.
 - Ornamental grasses will be cut one time per year, typically in late winter, to approximately ¼ of the existing height.
 - Perennial cut back will be done one time per year, typically in the fall.
- Weed Control: Included Frequencies: 26
Beds, sidewalks and curb/gutter will be kept reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or post-emergent/contact herbicides, or with manual removal (hand-pulling).

IV. Tree Care

- Limbing: Included Frequencies: 1
Applies to low limbs for trees that have been previously maintained up to 10 feet. Low-hanging branches above walkways and/or drive lanes that present a hazard to pedestrian or vehicular traffic will be pruned to a safe height not to exceed 10 feet. This excludes pruning necessitated by storm damage, disease, neglected or overgrown or winterkill.
- Volunteer suckers and shooters on trees will be removed to maintain a clean appearance.
- Tree rings will be chemically treated to control weeds and grass adjacent to tree trunks to establish a safe buffer to protect trees.

V. Irrigation System:

- Activation: Included Frequencies: 1
Seasonal activation of the irrigation system will be performed in the spring as weather conditions dictate. Contractor will be responsible for determining when to activate the system. At the time of activation, all necessary repairs will be performed to bring the system up to operating condition. Repairs will be performed and billed on a time and material or not to exceed basis as outlined in Exhibit B at the expense of the Owner/Client.
- Monitoring: Included Frequencies: 13
Monitoring of the system will occur throughout the growing season. Programming may be periodically adjusted according to weather conditions, seasonal changes, and the needs of the landscape. In the event any malfunctions are found, repair will be performed and billed on a time and material or not to exceed basis at the expense of the

Owner/Client. Damages caused by BrightView Landscape Services, Inc. during the normal course of operations will be repaired by BrightView Landscape Services, Inc. in a prompt manner at no expense to the Owner/Client.

During extended cold or rainy periods, landscape irrigation may be shut off. Occasional rainstorms or cold weather may not constitute an adequate reason for full system shut/down protection.

Unless indicated in Exhibit B, meter reading, usage tracking and reporting is not included but can be performed on a time and material basis if requested by Owner/Client

▪ Deactivation / Winterization: Included Frequencies: 1

Seasonal deactivation and winterization of the irrigation system will be performed in the fall of each year, typically in October or November, depending upon weather conditions. The irrigation system will be drained of water and will have forced air injected into the lateral and pressure lines.

Exterior backflow wrapping or draining is not included but may be performed and billed at *Quote* per device if weather warrants. Backflow wrapping or draining prevents freeze damage when the system is pressurized.

▪ Emergency Service Calls:

Emergency service calls will be made upon request of the Owner/Client. Emergencies are rare and are usually related to main line breaks or faulty valves that may cause flooding. Emergencies are defined as after-hours calls between the hours of 5:00pm and 7:00am Monday-Friday, all day Saturday and Sunday, and recognized holidays. Emergency services will be performed upon request and billed on a time and material or not to exceed basis at the expense of the Owner/Client.

VI. **Landscape Debris & Trash Cleanup:**

○ Growing Season: Included Frequencies: 26

All landscape areas shall be inspected on days of mowing service and excess landscape debris and trash removed. Unless otherwise indicated in Exhibit B, debris clean-up does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

○ Dormant Season: Included Frequencies: NA

All landscape areas shall be inspected, and excess landscape debris and trash removed. Unless otherwise indicated in Exhibit B, debris clean-up does not include the cleanup of pet waste or pet stations, trash cans, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

VIII. **Spring Cleanup: Included Frequencies: 1**

Debris shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Debris shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of debris removal. Unless otherwise outlined in Exhibit B, debris cleanup does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

Fall Cleanup: Included Frequencies: 1

Typically, in November, fallen leaves shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Leaves shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of leaf removal. Unless indicated in Exhibit B leaves that have not fallen from trees or shrubs during contract term are not within the scope of the contract. Leaf cleanup in October will be performed during regular scheduled mowing visits. Upon request, a price will be provided for additional services.

Unless otherwise outlined in Exhibit B, debris clean-up does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

XII. **Bio-Hazards:**

Contractor shall not be responsible for policing, picking up, removing, or disposing of certain materials that may be biohazards on the Owner/Client's property. This includes, but is not limited to, items such as hypodermic needles (Sharps/needles) will not be handled by the Contractor's employees at any time), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. Contractor shall only be obligated to report/communicate any observations of potential biohazards to the Owner/Client for their appropriate removal by others, unless previously arranged by the Owner/Client and Contractor.

ADDITIONAL SERVICES AVAILABLE

Beyond those services made a part of the base contract, BrightView Landscape Services, Inc. offers several additional landscape management services to help beautify, protect, and keep safe your landscape. These services include:

1. Plant Health Care
2. High Tree Pruning
3. Irrigation Meter Reading, Usage Tracking and Reporting
4. Tree Wrapping
5. Winter Watering
6. Landscape/Holiday lighting, including installation/removal and maintenance
7. Landscape enhancement and beautification services, including design and construction, turf renovation, plant replacement, and irrigation repair and upgrade/installation
8. Snow Removal
9. Top Dress Mulch

Terms and Conditions

1. Services.

- (a) For purposes of this Agreement: (i) the “Services” consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the “Scope of Landscape Services” attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the “Landscape Site(s)” consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (as defined on page 1), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.

2. Work Orders. If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a “Work Order”). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the “Work Order Charges”).

3. Insurance. During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers’ compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.

4. Cooperation.

- (a) Client will cooperate with BrightView to facilitate the Services and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
- (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
- (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

5. Service Fee.

- (a) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) or (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys’ fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (b) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such change.
- (c) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client’s convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a “Shortfall”), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. If the result is a negative number (an “Overage”), the Overage shall become due and payable and BrightView shall promptly pay such Overage to Client. Neither a Shortfall nor an Overage are liquidated or other damages arising from a termination of this Agreement but represents the portion of the charges for Services, (i) performed prior to but unpaid by Client as of the Termination Date or (ii) not performed prior to but paid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall or an Overage exceed the total amount that would have been received by BrightView had the terminated Agreement continued uninterrupted until the end of its then current term.
- (d) Unless specified otherwise hereunder, BrightView reserves the right to increase the Service Fee every 12 months by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by the greater of (i) 5% or (ii) CPI. If applicable, CPI is defined as the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year. “Consumer Price Index” and “CPI” means the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.
- (e) In the event that, during the performance of Services, the cost of materials or fuel (collectively, “Variable Costs”) required by BrightView to perform the Services increases by more than twenty percent (20%) over the Variable Costs on the Contract Start Date, the Service Fee shall be increased by an amount equal to the increase in the Variable Costs.
- (f) Client must provide at least 10 days’ prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

Terms and Conditions

6. Termination.

- (a) Either BrightView or Client may terminate this Agreement without cause upon 30 day's prior written notice to the other party. Upon termination, Client will, within fifteen (15) days of the Termination Date, pay BrightView all amounts owed to date for Services performed.
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Client's responsibility.
- (b) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

7. General Provisions.

- (a) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000.00 for each such employee.
- (b) This Agreement shall be governed by the law of the State of Colorado will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.
- (b) This Agreement, together with attached Scope of Landscape Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (c) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (d) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (e) BrightView's total liability for any losses, damages, and expenses of any type whatsoever, including indemnification obligations, if applicable, incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and

actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. Further, In no event will either party be liable for special, indirect, incidental, or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen.

- (f) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one of the Parties, or other delays or failure of performance beyond the commercially reasonable control of BrightView.
- (g) Unless otherwise expressly provided in a provision that cross-references this Section 7(g), in the event of any conflict or inconsistency between this Agreement, any Statement of Work ("SOW") and/or any exhibit to this Agreement or any SOW, the order of precedence will be: this Agreement, an exhibit to this Agreement, an SOW and an exhibit to that SOW.
- (h) **Notices.** Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

If to BrightView:

Attn: Brightview Landscape Services, Inc
Address: 645 Compton St, Broomfield, CO 80020
Matthew Kaeo

With a copy to:
Office of the General Counsel
980 Jolly Rd., Suite 300
Blue Bell, PA 19422

If to Client:

Attn: Alyssa Hooper
Address: 650 Glen Creighton Drive #160 Dacono CO
80514

Erie Highlands Metro District
With a copy to:
Attn: _____
Address: Icenogle Seaver Pogue, P.C.
4725 South Monaco Street, Suite 360
Denver, CO 80237

- (i) Client agrees that BrightView may use images, videos, and stories of the work BrightView performs on Client's Property, for various marketing purposes, including corporate brochures, digital media campaigns, trade show booths, advertising, web, public relations, news stories, and award submissions.
- (j) BrightView is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at: https://www.brightview.com/sites/default/files/by_code_of_conduct.pdf, keeps us true to our values. If you become aware of a violation of the BrightView Code, we encourage you to report it by: (I) Filing a report at www.brightviewconcerns.com; or (II) Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330. Thank you for your confidence in partnering with BrightView.

AGREEMENT FOR SERVICES

Erie Highlands Clubhouse Cleaning Services – 2025

This AGREEMENT FOR SERVICES – ERIE HIGHLANDS CLUBHOUSE CLEANING - 2025 (“**Agreement**”) is entered into this ____ day of March, 2025 by and between the ERIE HIGHLANDS DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and SAL’S SUPERIOR CLEANING, LLC, a Colorado limited liability company (“**Contractor**”) (collectively, the “**Parties**”).

Recitals

A. The District was organized pursuant to the laws of the State of Colorado in order to design, construct, acquire, operate and maintain certain public facilities and public improvements; and

B. Pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District has the power to enter into contracts and agreements affecting the affairs of the District; and

C. The District desires to engage Contractor to provide regular cleaning services for the Erie Highlands Clubhouse; and

D. Contractor desires to provide these services.

NOW THEREFORE, in consideration of the Terms and Conditions set forth here and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

Terms and Conditions

1. **SCOPE OF SERVICES.** Contractor shall provide regular cleaning services for the Erie Highlands Club House, located at 185 Highlands Circle, Erie, CO 80516 (the “**Clubhouse**”), as shown on the attached **Exhibit A** (the “**Services**”). Contractor shall perform such Services using that degree of skill and knowledge customarily employed by other professionals performing the same or similar services in the State of Colorado. Contractor shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services as required by this Agreement. No changes to the Services shall be permitted unless agreed upon in writing by both Parties.

2. **TERM OF AGREEMENT.** The term of this Agreement shall begin on the date of mutual execution and terminate via completion no later than December 31, 2025. This Agreement is not a multiple-fiscal year direct or indirect debt or financial obligation of the District and does not constitute a debt of the District under Colorado law.

3. **COMPENSATION.** Contractor shall be compensated for the Services at the rates provided in Exhibit A. The District has sufficient funds appropriated for the Services to be

provided. Payment for the Services shall be made by the District within 45 days of receipt of approved invoices. Invoices shall be sent to:

Erie Highlands Metropolitan District No. 1
Attn.: Peggy Ripko
141 Union Blvd., Suite 150
Lakewood, CO 80228
Tele.: 303-987-0835
Email: pripko@sdmsi.com

4. INDEPENDENT CONTRACTOR. Contractor hereby declares itself to be an independent contractor and nothing contained herein shall constitute or designate Contractor as an employee or agent of the District. The District is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, CONTRACTOR ACKNOWLEDGES THERE IS NO ENTITLEMENT TO WORKER'S COMPENSATION BENEFITS THROUGH THE DISTRICT, CONTRACTOR ACKNOWLEDGES THERE IS NO ENTITLEMENT TO UNEMPLOYMENT INSURANCE BENEFITS THROUGH THE DISTRICT, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED UNDER THIS AGREEMENT.**

5. CONTRACTOR'S INSURANCE.

A. Contractor shall acquire and maintain during the term of this Agreement, including any extensions, insurance coverage in the minimum amounts set forth in the attached **Exhibit B**. The District shall be named as an additional insured on Contractor's insurance as required in Exhibit B. Any policy obtained to comply with this Section shall provide that the District shall receive 30 days written notice prior to cancellation or non-renewal.

B. Prior to commencing any work under this Agreement, Contractor shall provide the District with a certificate or certificates evidencing the coverage required by this Section. If the coverage required under this Section expires during the term of this Agreement, Contractor shall provide replacement certificate(s) evidencing the continuation of the required coverage within 10 days of the date of expiration.

6. LICENSES AND PERMITS. Contractor shall be responsible for obtaining and paying for all licenses and permits required by Federal, State, and local laws that are necessary for the legal operation of the business.

7. INDEMNIFICATION. Contractor indemnifies, defends and holds harmless the District, its officers, directors, consultants, agents and employees from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages and expenses (including attorney's fees and costs), to the extent that they are caused by or arise from the acts or omissions of Contractor or anyone for whom Contractor is legally liable in connection with this Agreement or work hereunder. The provisions of this Section shall survive termination of this Agreement.

8. ASSIGNMENT. Contractor shall not have the right or power to assign or delegate all or any part of this Agreement, or its respective duties, without the written consent of the

District. The District may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.

9. SUBCONTRACTORS. Contractor is solely and fully responsible to the District for the Services under this Agreement. Subcontractors shall only be permitted by express written consent of the District. Any and all subcontracts shall terminate immediately upon termination of this Agreement.

10. TERMINATION. The District may terminate this Agreement for any reason upon written notice to the other party. Contractor may terminate this Agreement upon 30 days' written notice prior to termination of the Services. The District shall pay Contractor for Services satisfactorily performed prior to the termination date. This Agreement may be terminated at any time by mutual consent.

11. NOTICES. Any notices, demands, or other communications required or permitted to be given in writing hereunder shall be hand delivered, sent by facsimile, sent by First Class Mail, FedEx or UPS, or via e-mail, addressed to the Parties at the addresses set forth below, or at such other address as either party may hereafter designate by written notice to the other party given in accordance herewith.

To the District:

Erie Highlands Metropolitan District No. 1
Attn.: Peggy Ripko
141 Union Blvd., Suite 150
Lakewood, CO 80228
Tele.: 303-987-0835
Email: pripko@sdmsi.com

with a copy to:

Erb Law, LLC
Attn: Jeffrey Erb, Esq.
8480 E Orchard Road, Suite 3650
Greenwood Village, CO 80111
Email: jerb@erblawllc.com
Tele: 303-626-7125

To Contractor:

Sal's Superior Cleaning, LLC
312 Highlands Circle
Erie, CO 80516
Tele: 720-731-8432
Email: info@salssuperiorcleaning.com

12. ENTIRE AGREEMENT/MODIFICATION. This Agreement, including all Exhibits, constitutes the entire Agreement between the Parties relating to the Services and sets forth the rights, duties, and obligations of each to the other as of the effective date of this Agreement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Contractor and the District.

13. BINDING AGREEMENT. This Agreement shall inure to and be binding on the successors and assigns of the Parties hereto.

14. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

15. COUNTERPARTS; FACSIMILE SIGNATURES. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic or facsimile signatures will be treated as originals and shall evidence each party's approval and acceptance of the Agreement.

16. COMPLIANCE WITH THE LAW. Contractor shall comply with all local, municipal, state, and federal laws, and orders and regulations applicable to Contractor's performance of services hereunder.

17. CONTROLLING LAW/VENUE. This Agreement shall be governed by and construed in accordance with the law of the State of Colorado and any disputes shall be heard in the district court for Weld County, Colorado.

18. CONTROLLING TERMS. In the event of a conflict between the Terms and Conditions and any Exhibits thereto, the Terms and Conditions shall control.

19. AUTHORITY. Contractor hereby represents and warrants to the District that it is a duly authorized, existing and qualified entity under the laws of the State of Colorado and is authorized to do business in the State of Colorado, that it has full right and authority to execute and enter into this Agreement and perform its obligations hereunder, and that every person signing on behalf of Contractor is authorized to do so.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date of mutual execution. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ERIE HIGHLANDS METROPOLITAN
DISTRICT NO. 1

Name: _____

Title: _____

Attest:

Secretary/Assistant Secretary

SAL'S SUPERIOR CLEANING, LLC

Name: _____

Title: _____

EXHIBIT A

Scope of Services – 2025

Erie Highlands Clubhouse Cleaning Services

185 Highlands Circle, Erie, CO 80516

<u>Type of Cleaning Service</u>	<u>Price Per Cleaning</u>
Regular Cleaning Services (Weekly)	\$150.00
Special Cleaning Service (Upon Request by District)	Between \$100.00 and \$150.00
Special Cleaning Service requested with less than 48-hour notice	Between \$100.00 and \$150.00 + \$75.00

Contractor agrees to provide regular cleaning services for the Clubhouse once weekly during the "pool season" (typically between Memorial Day and Labor Day) and once weekly all other times of the year. Additional special event cleanings are provided upon request with adequate notification. Regular cleanings for the Clubhouse will be priced at \$150.00 (One Hundred Fifty Dollars) per cleaning. Special event cleanings will be priced between \$100.00 (One Hundred Dollars) and \$150.00 (One Hundred Fifty Dollars) per cleaning. In the event Contractor is requested to perform a special cleaning with less than 48 hours advance notice, a \$75.00 (Seventy-Five Dollars) trip charge will be administered to cover time, wages, and travel to and from the Clubhouse.

It is understood that the Contractor will provide normal cleaning for the interior of the Clubhouse, plus the men's and women's bathrooms on the south side of the building facing the pool area during the pool season. Windows (entry/exit doors) and gym equipment are excluded except that spot cleaning of interior windows may be performed as necessary.

EXHIBIT B

(Contractor Insurance)

1. Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and non-owned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

2. Workers Compensation Insurance. Workers' compensation insurance in accordance with applicable law, including Employer's Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers' Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

3. Commercial General Liability Insurance. Commercial general liability insurance written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

Sal's Superior Cleaning LLC
312 Highlands Circle, Erie, CO 80516
Phone: 720-731-8432 | Email: info@salssuperiorcleaning.com
Website: www.salssuperiorcleaning.com

July 18, 2023

Timberline District Consulting, LLC
25633 Roxana Point Drive
Evergreen, CO 80439

Dear Mindy,

Thank you for recommending us for continuing service with SDMSI. It has been our pleasure working with you on the Erie Highlands Clubhouse. We look forward to continuing to work with you on the Thompson River Ranch Clubhouse and any other future opportunities that may become available.

This agreement is between Sal's Superior Cleaning, LLC, 312 Highlands Circle, Erie, CO 80516 (hereinafter referred to as the "Contractor") and Timberline District Consulting, LLC, 25633 Roxana Point Drive, Evergreen, CO 80439 (hereinafter referred to as the "Consultant"). It is determined that Contractor and Consultant agree to the terms and pricing for the cleaning of Erie Highlands Clubhouse, 185 Highlands Circle, Erie, CO 80516 (hereinafter referred to as the "Clubhouse").

Contractor agrees to provide regular cleaning services for the Clubhouse once weekly during the "pool season" (typically between Memorial Day and Labor Day) and once weekly all other times of the year. Additional special event cleanings are provided upon request with adequate notification. Regular cleanings for the Clubhouse will be priced at \$150.00 (One Hundred Fifty Dollars) per cleaning. Special event cleanings will be priced between \$100.00 (One Hundred Dollars) and \$150.00 (One Hundred Fifty Dollars) per cleaning. In the event Contractor is requested to perform a special cleaning with less than 48 hours advance notice, a \$75.00 (Seventy-Five Dollars) trip charge will be administered to cover time, wages, and travel to and from the Clubhouse.

It is understood that the Contractor will provide normal cleaning for the interior of the Clubhouse, plus the men's and women's bathrooms on the south side of the building facing the pool area during the pool season. Windows (entry/exit doors) and gym equipment are excluded except that spot cleaning of interior windows may be performed as necessary.

Either party may terminate this contract with or without cause. Parties agree that 10 business days' notice is preferable but not required.

Sincerely,

Richard Barrett
VP, Sal's Superior Cleaning, LLC

AGREEMENT FOR SERVICES

Erie Highlands Pool Maintenance & Services – 2025

This AGREEMENT FOR SERVICES – ERIE HIGHLANDS POOL MAINTENANCE & SERVICES - 2025 (“**Agreement**”) is entered into this ____ day of March, 2025 by and between the ERIE HIGHLANDS DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and FOOTHILLS FACILITIES MAINTENANCE, LLC, a Colorado limited liability company (“**Contractor**”) (collectively, the “**Parties**”).

Recitals

- A. The District was organized pursuant to the laws of the State of Colorado in order to design, construct, acquire, operate and maintain certain public facilities and public improvements; and
- B. Pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District has the power to enter into contracts and agreements affecting the affairs of the District; and
- C. The District desires to engage Contractor to provide pool maintenance and services; and
- D. Contractor desires to provide these services.

NOW THEREFORE, in consideration of the Terms and Conditions set forth here and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

Terms and Conditions

1. **SCOPE OF SERVICES.** Contractor shall be responsible for performing those services as described under the Scope of Work attached hereto as **Exhibit A** (the “**Services**”). Contractor shall perform such Services using that degree of skill and knowledge customarily employed by other professionals performing the same or similar services in the State of Colorado. Contractor shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services as required by this Agreement. No changes to the Services shall be permitted unless agreed upon in writing by both Parties.
2. **TERM OF AGREEMENT.** The term of this Agreement shall begin on the date of mutual execution and terminate via completion no later than December 31, 2025. This Agreement is not a multiple-fiscal year direct or indirect debt or financial obligation of the District and does not constitute a debt of the District under Colorado law.
3. **COMPENSATION.** Contractor shall be compensated for the Services as set forth in the attached Exhibit A. The District has sufficient funds appropriated for the Services to be

provided. Payment for the Services shall be made by the District within 45 days of receipt of approved invoices. Invoices shall be sent to:

Erie Highlands Metropolitan District No. 1
Attn.: Peggy Ripko
141 Union Blvd., Suite 150
Lakewood, CO 80228
Tele.: 303-987-0835
Email: pripko@sdmsi.com

4. INDEPENDENT CONTRACTOR. Contractor hereby declares itself to be an independent contractor and nothing contained herein shall constitute or designate Contractor as an employee or agent of the District. The District is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, CONTRACTOR ACKNOWLEDGES THERE IS NO ENTITLEMENT TO WORKER'S COMPENSATION BENEFITS THROUGH THE DISTRICT, CONTRACTOR ACKNOWLEDGES THERE IS NO ENTITLEMENT TO UNEMPLOYMENT INSURANCE BENEFITS THROUGH THE DISTRICT, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED UNDER THIS AGREEMENT.**

5. CONTRACTOR'S INSURANCE.

A. Contractor shall acquire and maintain during the term of this Agreement, including any extensions, insurance coverage in the minimum amounts set forth in the attached **Exhibit B**. The District shall be named as an additional insured on Contractor's insurance as required in Exhibit B. Any policy obtained to comply with this Section shall provide that the District shall receive 30 days written notice prior to cancellation or non-renewal.

B. Prior to commencing any work under this Agreement, Contractor shall provide the District with a certificate or certificates evidencing the coverage required by this Section. If the coverage required under this Section expires during the term of this Agreement, Contractor shall provide replacement certificate(s) evidencing the continuation of the required coverage within 10 days of the date of expiration.

6. LICENSES AND PERMITS. Contractor shall be responsible for obtaining and paying for all licenses and permits required by Federal, State, and local laws that are necessary for the legal operation of the business.

7. INDEMNIFICATION. Contractor indemnifies, defends and holds harmless the District, its officers, directors, consultants, agents and employees from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages and expenses (including attorney's fees and costs), to the extent that they are caused by or arise from the acts or omissions of Contractor or anyone for whom Contractor is legally liable in connection with this Agreement or work hereunder. The provisions of this Section shall survive termination of this Agreement.

8. ASSIGNMENT. Contractor shall not have the right or power to assign or delegate all or any part of this Agreement, or its respective duties, without the written consent of the

District. The District may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.

9. SUBCONTRACTORS. Contractor is solely and fully responsible to the District for the Services under this Agreement. Subcontractors shall only be permitted by express written consent of the District. Any and all subcontracts shall terminate immediately upon termination of this Agreement.

10. TERMINATION. The District may terminate this Agreement for any reason upon written notice to the other party. Contractor may terminate this Agreement upon 30 days' written notice prior to termination of the Services. The District shall pay Contractor for Services satisfactorily performed prior to the termination date. This Agreement may be terminated at any time by mutual consent.

11. NOTICES. Any notices, demands, or other communications required or permitted to be given in writing hereunder shall be hand delivered, sent by facsimile, sent by First Class Mail, FedEx or UPS, or via e-mail, addressed to the Parties at the addresses set forth below, or at such other address as either party may hereafter designate by written notice to the other party given in accordance herewith.

To the District:

Erie Highlands Metropolitan District No. 1
Attn.: Peggy Ripko
141 Union Blvd., Suite 150
Lakewood, CO 80228
Tele.: 303-987-0835
Email: pripko@sdmsi.com

with a copy to:

Erb Law, LLC
Attn: Jeffrey Erb, Esq.
8480 E Orchard Road, Suite 3650
Greenwood Village, CO 80111
Email: jerb@erblawllc.com
Tele: 303-626-7125

To Contractor:

Foothills Facilities Maintenance
25633 Roxana Point Drive
Evergreen, CO 80439
Tele: 303-219-0898
Email: sandoval@foothillsfm.com

12. ENTIRE AGREEMENT/MODIFICATION. This Agreement, including all Exhibits, constitutes the entire Agreement between the Parties relating to the Services and sets forth the rights, duties, and obligations of each to the other as of the effective date of this Agreement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Contractor and the District.

13. BINDING AGREEMENT. This Agreement shall inure to and be binding on the successors and assigns of the Parties hereto.

14. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

15. COUNTERPARTS; FACSIMILE SIGNATURES. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic or facsimile signatures will be treated as originals and shall evidence each party's approval and acceptance of the Agreement.

16. COMPLIANCE WITH THE LAW. Contractor shall comply with all local, municipal, state, and federal laws, and orders and regulations applicable to Contractor's performance of services hereunder.

17. CONTROLLING LAW/VENUE. This Agreement shall be governed by and construed in accordance with the law of the State of Colorado and any disputes shall be heard in the district court for Weld County, Colorado.

18. CONTROLLING TERMS. In the event of a conflict between the Terms and Conditions and any Exhibits thereto, the Terms and Conditions shall control.

19. AUTHORITY. Contractor hereby represents and warrants to the District that it is a duly authorized, existing and qualified entity under the laws of the State of Colorado and is authorized to do business in the State of Colorado, that it has full right and authority to execute and enter into this Agreement and perform its obligations hereunder, and that every person signing on behalf of Contractor is authorized to do so.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date of mutual execution. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ERIE HIGHLANDS METROPOLITAN
DISTRICT NO. 1

Name: _____

Title: _____

Attest:

Secretary/Assistant Secretary

FOOTHILLS FACILITIES MAINTENANCE,
LLC

Name: _____

Title: _____

EXHIBIT A

Scope of Services



Community: Erie Highlands

Service Period: 2025 Summer Pool Season

Scope of Services:

- Activation, pump, heater, cleaning pool and hot tub decks and bathrooms, fill pool and hot tub and balance chemicals. Set up furniture for the season.
- Regular cleaning, maintenance and repairs of pool and hot tub, pool deck, heaters, pumps, chemical systems, plumbing, electric and bathrooms at the facility
- Chemical balancing, testing and documentation
- Management of the pool, hot tub and restrooms routine maintenance and repairs, including but not limited to, electrical systems, plumbing systems, mechanical systems, grounds, exterior components, furniture, fixtures, equipment, security systems, etc.
- Documentation of all work and work orders requested and completed at the facility
- Oversight of other sub-contractors who perform work at the facility
- Winterization, blow out the water system, final chemical injection if needed, final cleaning, move furniture to storage and install the pool and hot tub cover
- Off-season inspections of heating systems as needed
- Final inspection by Property Management

Price Sheet:

Total payment under this agreement is \$25,000 for the pool and hot tub.

Payment will be made monthly as follows:

May	\$3,250.00	(13 %)
June	\$5,750.00	(23 %)
July	\$5,750.00	(23 %)
August	\$5,750.00	(23 %)
September	\$4,500.00	(18 %) Pool not to be drained

**** Chemicals, repairs, paper goods, supplies and maintenance materials will be charged separately**

**** Any work outside of routine maintenance will have a work order generated for review and approval**

EXHIBIT B

(Contractor Insurance)

1. Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and non-owned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

2. Workers Compensation Insurance. Workers' compensation insurance in accordance with applicable law, including Employer's Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers' Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

3. Commercial General Liability Insurance. Commercial general liability insurance written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE
ERIE HIGHLANDS METROPOLITAN DISTRICT NO. 1**

Exclusion of Property from the District's Boundaries

- A. The Erie Highlands Metropolitan District No. 1 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in Weld County, Colorado; and
- B. The District received a Petition for Exclusion of Property from the Erie Highlands Metropolitan District No. 1 for the exclusion of certain property from the District's boundaries (the “**Petition**”); and
- C. A Notice of Hearing on the Petition was published in the Colorado Hometown Weekly on March 26, 2025; and
- D. A public hearing on the Petition was held on April 2, 2025; and
- E. No interested persons appeared at the public hearing to show cause in writing why the Petition should not be granted.

NOW THEREFORE, be it resolved and ordered by the Board of Directors of the Erie Highlands Metropolitan District No. 1 as follows:

1. The Board of Directors of the District hereby orders the exclusion of the property set forth in the Petition from the boundaries of the Erie Highlands Metropolitan District No. 1.
2. The name and address of the Petitioners and the description of the property to be excluded (the “**Property**”) are as follows:

Petitioners

Clayton Properties Group, Inc.
4908 Tower Road
Denver, CO 80249

Legal Description of the Property:

See attached **Exhibit A**.

3. The Board of Directors of the District, after consideration of the factors set forth in § 32-1-501(3), C.R.S., finds as follows:
 - a. The exclusion of the Property is in the best interests of the Property, the District and other applicable jurisdictions;

b. There is no meaningful cost or benefit to the Property to be excluded from the provision of services by the District;

c. The District is able to provide services at a reasonable cost, but there are other special districts in the area of the Property which can provide similar services at a reasonable cost;

d. The exclusion of the Property will not negatively impact the employment of persons by the District or the District's economic condition, and appears to have no adverse impact on the employment and economic conditions the surrounding areas and the state as a whole;

e. There is economically feasible alternative service available from other special districts in the area of the Property; and

f. The loss of the Property from the District's boundaries will not materially impact the District's tax revenue for operations.

4. The Board further notes that the exclusion of the Property from the District is a condition of a Settlement Agreement between the District and Petitioner, the performance of which is in the best interests of the District and its inhabitants.

5. In consideration of the above findings, the Board of the District orders the exclusion of the Property from the boundaries of the Erie Highlands Metropolitan District No. 1 subject to the following:

a. On and after the effective date of the exclusion, the Property shall remain subject to the District's debt service mill levy for debt existing as of the date of the exclusion or any refinances thereof.

b. That a certified copy of this resolution shall be filed with the Clerk of the District Court of Weld County, in accordance with § 32-1-501(4)(b), C.R.S.

c. That a certified copy of the decree or order of the Court confirming the exclusion of the Property be recorded with the Weld County Clerk and Recorder as required by §§ 32-1-105 and 32-1-402(1)(e), C.R.S.

Adopted this 2nd day of April 2025.

ERIE HIGHLANDS METROPOLITAN
DISTRICT NO. 1

Joshua Malm
President, Board of Directors of the Erie Highlands
Metropolitan District No. 1

Attest:

Secretary

CERTIFICATE

COMES NOW the Secretary/Assistant Secretary of the Erie Highlands Metropolitan District No. 1 and hereby certifies that the attached resolution is a true and accurate copy of the resolution re Exclusion of Property from the District's Boundaries adopted by the Board of Directors of the Erie Highlands Metropolitan District No. 1 at a meeting held on April 2, 2025.

WITNESS my hand this _____ day of _____ 2025.

Secretary/Assistant Secretary
Erie Highlands Metropolitan District No. 1

Exhibit A – Legal Description

Tract H, Erie Highlands Filing No. 1, Town of Erie, Weld County, Colorado.

RESOLUTION AND ORDER FOR EXCLUSION OF REAL PROPERTY

ERIE HIGHLANDS METROPOLITAN DISTRICT NO. 2 WELD COUNTY, COLORADO

A. The Erie Highlands Metropolitan District No. 2 (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in Weld County, Colorado; and

B. Clayton Properties Group, Inc. (the “Petitioner”), constituting 100 percent of the fee owners, filed a Petition for Exclusion of Real Property (the “Petition”) with the Erie Highlands Metropolitan District No. 2 (the "District"), for exclusion from the District’s boundaries the property particularly described on **Exhibit A** (the “Property”); and

C. The Board of Directors of the District (“Board”) determined that the Petition was filed in conformance with § 32-1-501(1), C.R.S., and therefore set the matter for a public hearing; and

D. Notice of the filing of such Petition and of the public hearing to consider granting such Petition was published in the *Colorado Hometown Weekly* on March 26, 2025, pursuant to §32-1-501(2), C.R.S.; and

E. The District held an uncontested public hearing on the Petition on April 2, 2025 and the Board considered the matter before it.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE ERIE HIGHLANDS METROPOLITAN DISTRICT NO. 2, WELD COUNTY, COLORADO:

The Board makes the following findings:

1. The District is a quasi-municipal corporation and political subdivision of the state of Colorado, formed pursuant to the Special District Act, §32-1-101, *et seq.*, C.R.S.

2. On February 5, 2025, the Petitioner petitioned the District to exclude the Property from the District.

3. On April 2, 2025, the District held a public hearing on the proposed exclusion. No objections to the proposed exclusion were received during the public hearing.

4. The District has considered and hereby finds that each of the factors set forth in §32-1-501(3), C.R.S. favor excluding the Property from the District:

- a. Exclusion is in the best interests of the Property, the District, and the County in which the District is located, as it avoids double taxation and the needless duplication of services. §32-1-501(3)(a), C.R.S.;

- b. There is no meaningful cost or benefit to the Property to be excluded from the provision of services by the District. §32-1-501(3)(b), C.R.S.;
- c. Exclusion of the Property will not impair the District’s ability to provide services to the remaining property within the District, nor will it result in a material increase in service costs to the remaining property within the District. §32-1-501(3)(c) and (h), C.R.S.;
- d. The Property is located within the boundaries of Erie Highlands Metropolitan District Nos. 3, 4 and 5 and will be provided comparable services. §32-1-501(3)(d) and (g), C.R.S.; and,
- e. The exclusion will not have an adverse impact on employment or other economic conditions in the District, the surrounding area, and the State as whole. §32-1-501(3)(e) and (f), C.R.S.

5. The District has the following bonded indebtedness in existence immediately prior to the effective date of this Resolution and Order. §32-1-501(4)(d), C.R.S:

- Limited Tax General Obligation Bonds, Series 2018A (the “2018A Senior Bonds”), in the original issued amount of \$11,725,000;
- Subordinate Limited Tax General Obligation Bonds, Series 2018B (the “2018B Subordinate Bonds”), in the original issued amount of \$1,819,000; and
- Junior Lien Limited Tax General Obligation Bonds, Series 2018C (the “2018C Junior Lien Bonds”), in the original issued about of \$3,600,000.

The 2018A Senior Bonds mature on December 1, 2048. Any amounts due and owing on the 2018A Senior Bonds remaining outstanding on December 1, 2058, shall be deemed discharged and shall no longer be due and outstanding.

The 2018B Subordinate Bonds mature on December 15, 2048. Any amounts due and owing on the 2018B Subordinate Bonds remaining outstanding on December 15, 2058, shall be deemed discharged and shall no longer be due and outstanding.

The 2018C Junior Lien Bonds mature on December 15, 2052. In the event any amounts due and owing on the 2018C Junior Lien Bonds remain outstanding on December 15, 2058, such amounts shall be deemed discharged and shall no longer be due and outstanding.

NOW, THEREFORE, BE IT RESOLVED:

1. Pursuant to §32-1-501, C.R.S., the District hereby Orders the exclusion of the Property, as specifically identified in Exhibit A, subject to the following:

- a. On and after the effective date of the exclusion, the Property shall remain subject to the District’s debt service mill levy for debt existing as of the date of the exclusion or any refinances thereof.

- b. A certified copy of this Resolution and Order shall be filed with the Clerk of the District Court of Weld County, in accordance with § 32-1-501(4)(b), C.R.S.
- c. The effective date of this Exclusion shall be the date the Court Order approving this Exclusion is recorded in the real property records of Weld County, in conformance with §32-1-105, C.R.S.

4. The Board further notes that the exclusion of the Property from the District is a condition of a Settlement Agreement between the District and Petitioner, the performance of which is in the best interests of the District and its inhabitants.

ADOPTED AND ORDERED this 2nd day of April, 2025.

**ERIE HIGHLANDS METROPOLITAN
DISTRICT NO. 2**

Mitchell Gonzales, President

Attest:

Keith Kauffman, Secretary

ERIE HIGHLANDS METROPOLITAN DISTRICT NO. 2
STATE OF COLORADO
WELD COUNTY

I, Keith Kauffman, certify that I am a Director and the duly elected and qualified Secretary of the Erie Highlands Metropolitan District No. 2, and that the foregoing constitutes a true and correct copy of the Resolution and Order for Exclusion of Real Property, adopted at a regular meeting of the Board of Directors of the Erie Highlands Metropolitan District No. 2 held on April 2, 2025.

Keith Kauffman, Secretary

EXHIBIT A
Legal Description - Property to be Excluded

Tract H, Erie Highlands Filing No. 1, Town of Erie, Weld County, Colorado

RESOLUTION AND ORDER FOR INCLUSION OF REAL PROPERTY

ERIE HIGHLANDS METROPOLITAN DISTRICT NO. 2 WELD COUNTY, COLORADO

A. The Erie Highlands Metropolitan District No. 2 (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in Weld County, Colorado; and

B. Clayton Properties Group, Inc. (the “Petitioner”), constituting 100 percent of the fee owners, filed a Petition for Inclusion of Real Property (the “Petition”) with the District for inclusion into the District’s boundaries the property described on Exhibit A, attached hereto and incorporated herein (the “Property”); and

C. The Board of Directors of the District (“Board”) determined that the Petition was filed in conformance with § 32-1-401(1)(a), C.R.S., and therefore set the matter for a public hearing; and

D. Notice of the filing of such Petition and of the public hearing to consider granting such Petition was published in the *Colorado Hometown Weekly* on March 26, 2025 pursuant to §32-1-401(1)(b), C.R.S.; and

E. The District held an uncontested public hearing on the Petition on April 2, 2025, pursuant to §32-1-401(1)(b), C.R.S., and the Board considered the matter before it.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ERIE HIGHLANDS METROPOLITAN DISTRICT NO. 2, WELD COUNTY, COLORADO:

1. The Board hereby grants the Petition for Inclusion and orders the Property included within the boundaries of the District, pursuant to §32-1-401(1)(c), C.R.S.

2. This Resolution and Order for Inclusion shall be filed with the Clerk of the District Court in and for Weld County seeking a Court Order including such Property into the District, pursuant to §32-1-401(1)(c), C.R.S.

3. The effective date of this Inclusion shall be the date the Court Order approving this Inclusion is recorded in the real property records of Weld County, in conformance with §32-1-105, C.R.S.

4. As of the effective date of this Inclusion, the Property shall be subject to all of the taxes, charges and fees imposed by the District and shall be liable for its proportionate share of any existing bonded indebtedness of the District, but shall not be liable for taxes or charges levied by the District prior to the effective date of the inclusion, in accordance with §32-1-402(1)(b), C.R.S.

5. The Board further notes that the inclusion of the Property from the District is a condition of a Settlement Agreement between the District and Petitioner, the performance of which is in the best interests of the District and its inhabitants.

ADOPTED AND ORDERED this 2nd day of April, 2025.

**ERIE HIGHLANDS METROPOLITAN
DISTRICT NO. 2**

Mitchell Gonzales, President

Attest:

Keith Kauffman, Secretary

ERIE HIGHLANDS METROPOLITAN DISTRICT NO. 2
STATE OF COLORADO
WELD COUNTY

I, Keith Kauffman, certify that I am a Director and the duly elected and qualified Secretary of the Erie Highlands Metropolitan District No. 2, and that the foregoing constitutes a true and correct copy of the Resolution and Order for Inclusion of Real Property, adopted at a regular meeting of the Board of Directors of the Erie Highlands Metropolitan District No. 2 held on April 2, 2025.

Keith Kauffman, Secretary

EXHIBIT A
Legal Description – Property to be Included

Tract F, Erie Highlands Filing No. 14, Town of Erie, Weld County, Colorado