**GARDENS AT NORTH CAREFREE METROPOLITAN DISTRICT**
**Regular Board Meeting**
**Wednesday, November 13, 2024, immediately following the Annual Meeting at 9:00 a.m.**
in person:
***1373 Struthers Rd., Colorado Springs, CO 80921***
virtually:
https://video.cloudoffice.avaya.com/join/217916951
United States: (213) 463-4500 Meeting ID: 217916951

| Board of Director | Title | Term |
|---|---|---|
| Ronald Covington | President | May 2025 |
| Grace Covington | Secretary | May 2025 |
| Laureen Deveau | Treasurer | May 2025 |
| Heath Herber | Assistant Secretary | May 2027 |
| VACANT | Assistant Secretary | May 2027 |

## AGENDA

1. Call to Order/Declaration of Quorum

2. Conflict of Interest Disclosures

3. Approval of Agenda

4. Public Comment - Members of the public may express their views to the Board on matters that affect the Districts. Comments will be limited to three (3) minutes.

5. Consent Agenda - The items listed below are a group of items to be acted on with a single motion and vote by the Boards. Any item may be removed from the Consent Agenda upon request of any Board member.
   a. Approval of Meeting Minutes from August 13, 2024 **(enclosure)**
   b. Payment of Claims from August 13, 2024 through November 13, 2024 **(enclosure)**
   c. Acceptance of Unaudited Financial Statements as of October 31, 2024 and the schedule of cash position updated as of October 31, 2024 **(enclosure)**

1. Insurance Matters
   a. Discuss and Review Proposal for Renewal of General Liability Schedule and Limits and Property Schedule and Consider Approval and Authorization to Bind Coverage
      i. Review Property Schedule

2. Financial Matters
   a. Conduct a Public Hearing on 2024 Budget Amendment and Consider Adoption of Resolution Amending the 2024 Budget **(enclosure)**
   b. Conduct a Public Hearing on the 2025 Budget and Consider Adoption of Resolution Adopting the Budget, Appropriating Funds, and Certifying Mill Levies **(enclosure)**

3. New Business
   a. Review and Consider Approval of the 2025 WSDM Engagement Letter

4. General Business
   a. Discuss Status of Damage From Cable/ Fiberoptic Installation
   b. Review and Consider Approval of Snow Removal Services Agreement

5. Adjournment – Next Board Meeting is TBD.

WSDM

DISTRICT MANAGERS

**MINUTES OF THE SPECIAL MEETING**
**OF THE BOARD OF DIRECTORS OF THE**
**GARDENS AT NORTH CAREFREE METROPOLITAN DISTRICT**
**Held August 13, 2024 AT 9:00 AM**

Pursuant to posted notice, the regular meeting of the Board of Directors of the Gardens at North Carefree Metropolitan District was held on Tuesday, August 13, 2024 at 9:00 a.m., virtually at: https://video.cloudoffice.avaya.com/join/217916951.

**Attendance**

In attendance were Directors:
Ronald Covington, President
Grace Covington, Secretary
Laureen Deveau, Treasurer
Heath Herber, Assistant Secretary (excused)

Also in attendance were:
Heather Smith, WSDM District Managers
Rebecca Harris, WSDM District Managers
Peter Susemihl, Susemihl McDemott & Downie. P.C.

1. Call to Order/Declaration of Quorum: Ms. Smith called the meeting to order at 9:22 a.m. and confirmed a quorum was present.

2. Conflict of Interest Disclosures: All disclosures were properly filed with the Department of Local Affairs, State of Colorado by Mr. Susemihl.

3. Approval of Agenda: Director Covington moved to approve the Agenda as presented; seconded by Director Deveau. Motion passed unanimously.

4. Public Comment: There was no public comment.

5. Consent Agenda: After review, Director Covington moved to approve the Consent Agenda as presented; seconded by President Covington. Motion passed unanimously.
   a. Approval of Meeting Minutes from July 1, 2024
   b. Payment of Claims from June 30, 2024 through August 13, 2024
   c. Acceptance of Unaudited Financial Statements as of July 31, 2024

6. General Business:
   a. Discuss Bond Reissuance: The Board discussed the current financial status of the District with the maximum of 40 mills pledged to debt and the maximum of 10 mills for operating. In 2024, the Operating mills will bring in $16,331 with the Operating expenses projected at approximately $80,000 for the year, creating a significant shortfall in funding. President Covington expressed concerns regarding the implementation of fees. Management is directed to team with Mr. Susemihl to initiate the process of amending the Service Plan to increase the maximum mill levy for Operating expenses and to prepare a

Resolution for Implementation of Fees. Townhall meetings are to be coordinated to educate the residents on the current status of the District and the need for fees to fund maintenance. Action is tabled until the next Board Meeting.

b. Discuss Status of Damage From Cable/ Fiberoptic Installation: Heather provided a brief update regarding the progress made on repairs. Timberline has alleged that some of the dead trees were the result of irrigation breaks from the fiber optics installation but has still not provided verification or documentation or cause of damage. Management is instructed to file a complaint with the Public Utilities Commission against the fiber optics installer.

c. Discuss Status of Acceptance and Release of Assurances by the County: Director Covington stated that the acceptance of landscaping and the conveyance of the public tracts is complete.

7. Adjournment – The Board unanimously adjourned the meeting at 9:55 a.m.

The Next Board Meeting is scheduled for November 13, 2024 at 9:00 a.m.

Respectfully Submitted,

_____

Secretary

Approved,

_____

President

WSDM

DISTRICT MANAGERS

**Gardens At North Carefree Metropolitan District**
**PAYMENT REQUEST**
**9/23/2024**
**GENERAL FUND ACCOUNT**

| Company | Invoice | Date | Amount | Comments |
|---|---|---|---|---|
| | | | | |
| Cherokee Metropolitan District | 81224 | 8/12/2024 | $ 1,652.26 | Paid Online |
| Cherokee Metropolitan District | 91124 | 9/11/2024 | $ 1,711.98 | Paid Online |
| Red River Civil Engineering, Inc. | 5789 | 8/1/2024 | $ 144.00 | |
| Split Rail Fence | 45929 | 8/22/2024 | $ 1,927.00 | |
| Susemihl, McDermott & Downie | 36339 | 7/31/2024 | $ 487.50 | |
| Susemihl, McDermott & Downie | 36445 | 8/31/2024 | $ 468.75 | |
| Timberline Landscaping | 55698 | 8/2/2024 | $ 626.05 | |
| Timberline Landscaping | 56803 | 9/4/2024 | $ 1,465.81 | |
| WSDM District Managers | 398 | 8/31/2024 | $ 1,034.50 | |
| **TOTAL** | | | **$ 9,517.85** | |

| | | |
|---|---|---|
| Stockmans Bank as on 9/23/2024 | $ | 60,080.80 |
| Current Draw | $ | (9,517.85) |
| | **$** | **50,562.95** |

**Gardens At North Carefree Metropolitan District**
**PAYMENT REQUEST**
**10/22/2024**
**GENERAL FUND ACCOUNT**

| Company | Invoice | Date | Amount | Comments |
|---|---|---|---|---|
| Cherokee Metropolitan District | 101124 | 10/11/2024 | $ 8,087.09 | |
| Covington Homes | 101524 | 10/15/2024 | $ 25,154.00 | |
| Susemihl, McDermott & Downie | 36485 | 9/30/2024 | $ 118.75 | |
| Timberline Landscaping | 57727 | 10/1/2024 | $ 1,465.82 | |
| WSDM District Managers | 438 | 9/30/2024 | $ 1,000.00 | |
| **TOTAL** | | | **$ 35,825.66** | |

| | | |
|---|---|---|
| Stockmans Bank as on 10/22/2024 | $ | 51,198.59 |
| Current Draw | $ | (35,825.66) |
| | **$** | **15,372.93** |

**Gardens At North Carefree Metropolitan District**
**PAYMENT REQUEST**
**11/13/2024**
**GENERAL FUND ACCOUNT**

| Company | Invoice | Date | Amount | Comments |
|---|---|---|---|---|
| Timberline Landscaping | 58882 | 11/1/2024 | $ 1,465.81 | |
| Timberline Landscaping | 58899 | 10/30/2024 | $ 2,496.82 | |
| WSDM District Managers | 492 | 10/31/2024 | $ 1,002.97 | |
| **TOTAL** | | | **$ 4,965.60** | |

| | | |
|---|---|---|
| Stockmans Bank Balance | $ | 15,372.93 |
| Current Draw | $ | (4,965.60) |
| | **$** | **10,407.33** |

WSDM

DISTRICT MANAGERS

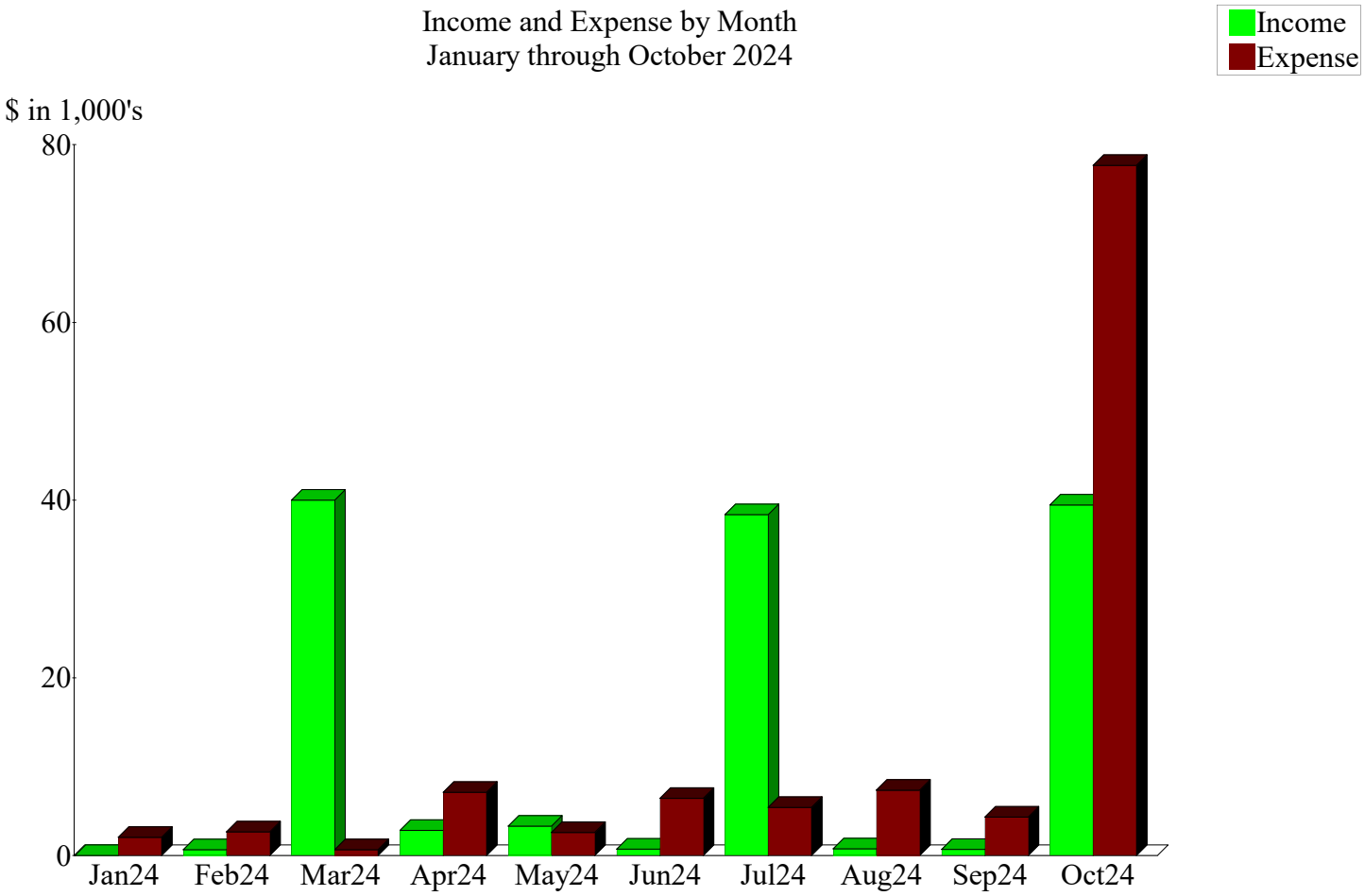
# Gardens At North Carefree Metropolitan District
## Balance Sheet
### As of October 31, 2024

| | Oct 31, 24 |
|---|---|
| **ASSETS** | |
| **Current Assets** | |
| **Checking/Savings** | |
| **Stockmans Bank - Checking** | 12,176.93 |
| **Total Checking/Savings** | 12,176.93 |
| **Total Current Assets** | 12,176.93 |
| **TOTAL ASSETS** | **12,176.93** |
| **LIABILITIES & EQUITY** | |
| **Liabilities** | |
| **Current Liabilities** | |
| **Accounts Payable** | |
| **Accounts Payable** | 1,002.97 |
| **Total Accounts Payable** | 1,002.97 |
| **Total Current Liabilities** | 1,002.97 |
| **Long Term Liabilities** | |
| **Developer Bond Series 2023** | 2,960,556.00 |
| **Total Long Term Liabilities** | 2,960,556.00 |
| **Total Liabilities** | 2,961,558.97 |
| **Equity** | |
| **Fund Balance - Debt** | -2,960,556.00 |
| **Retained Earnings** | 714.04 |
| **Net Income** | 10,459.92 |
| **Total Equity** | -2,949,382.04 |
| **TOTAL LIABILITIES & EQUITY** | **12,176.93** |

# Gardens At North Carefree Metropolitan District
## Profit & Loss Budget vs. Actual
### January through October 2024

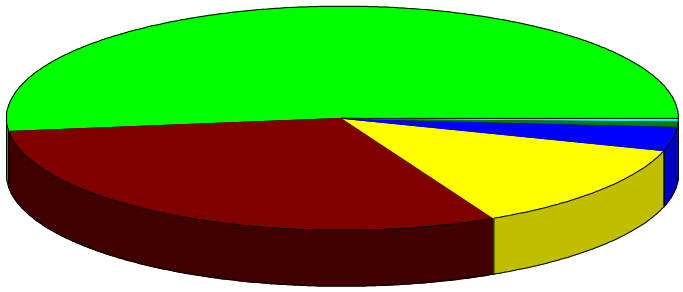
| | TOTAL | | | | |
|---|---|---|---|---|---|
| | Oct 24 | Jan - Oct 24 | Budget | $ Over Budget | % of Budget |
| Ordinary Income/Expense | | | | | |
| Income | | | | | |
| Delinquent Interest - Debt | 0.00 | 3.64 | | | |
| Delinquent Interest - O&M | 0.00 | 0.91 | | | |
| CY Property Tax - O&M | 0.00 | 16,473.53 | 16,313.00 | 160.53 | 100.98% |
| Specific Ownership Tax - O&M | 134.72 | 1,137.79 | 1,142.00 | -4.21 | 99.63% |
| CY Property Tax - Debt | 0.00 | 65,894.12 | 65,254.00 | 640.12 | 100.98% |
| Specifice Ownership Tax - Debt | 538.87 | 4,551.20 | 4,568.00 | -16.80 | 99.63% |
| Developer Advance O&M | 38,768.00 | 38,768.00 | | | |
| Total Income | 39,441.59 | 126,829.19 | 87,277.00 | 39,552.19 | 145.32% |
| Expense | | | | | |
| Operations and Maintenance | | | | | |
| Detention Pond Maintenance | 0.00 | 0.00 | 4,000.00 | -4,000.00 | 0.0% |
| Utilities | 11,283.09 | 16,751.27 | 10,000.00 | 6,751.27 | 167.51% |
| Snow Removal | 0.00 | 0.00 | 5,000.00 | -5,000.00 | 0.0% |
| Landscaping | | | | | |
| Irrigation | 0.00 | 4,064.12 | | | |
| Winter Watering | 0.00 | 420.32 | | | |
| Landscaping - Other | 1,465.82 | 10,886.76 | 11,000.00 | -113.24 | 98.97% |
| Total Landscaping | 1,465.82 | 15,371.20 | 11,000.00 | 4,371.20 | 139.74% |
| Repairs & Maintenance | 0.00 | 1,927.00 | 4,000.00 | -2,073.00 | 48.18% |
| Total Operations and Maintenance | 12,748.91 | 34,049.47 | 34,000.00 | 49.47 | 100.15% |
| General and Administrative | | | | | |
| Cost of Issuance | 0.00 | 5,000.00 | | | |
| Bank Fees | 0.00 | 5.00 | | | |
| District Management | 1,000.00 | 10,034.50 | 12,000.00 | -1,965.50 | 83.62% |
| Insurance | 0.00 | -1,119.00 | 1,000.00 | -2,119.00 | -111.9% |
| Office Expense | 0.00 | 12.00 | | | |
| Postage | 2.97 | 3.52 | 200.00 | -196.48 | 1.76% |
| Miscellaneous | 0.00 | 144.00 | 0.00 | 144.00 | 100.0% |
| SDA Dues | 0.00 | 0.00 | 700.00 | -700.00 | 0.0% |
| Treasurer Collection Fee - O&M | 0.00 | 247.12 | 245.00 | 2.12 | 100.87% |
| Treasurer Collection Fee - Debt | 0.00 | 988.46 | 979.00 | 9.46 | 100.97% |
| Total General and Administrative | 1,002.97 | 15,315.60 | 15,124.00 | 191.60 | 101.27% |
| Electric | 0.00 | 38.45 | | | |
| Legal | 0.00 | 3,043.75 | 10,000.00 | -6,956.25 | 30.44% |
| Contractual Obligations | 63,922.00 | 63,922.00 | 40,000.00 | 23,922.00 | 159.81% |
| Interest Expense | 0.00 | 0.00 | | | |
| Total Expense | 77,673.88 | 116,369.27 | 99,124.00 | 17,245.27 | 117.4% |
| Net Ordinary Income | -38,232.29 | 10,459.92 | -11,847.00 | 22,306.92 | -88.29% |
| Net Income | **-38,232.29** | **10,459.92** | **-11,847.00** | **22,306.92** | **-88.29%** |

Income and Expense by Month
January through October 2024



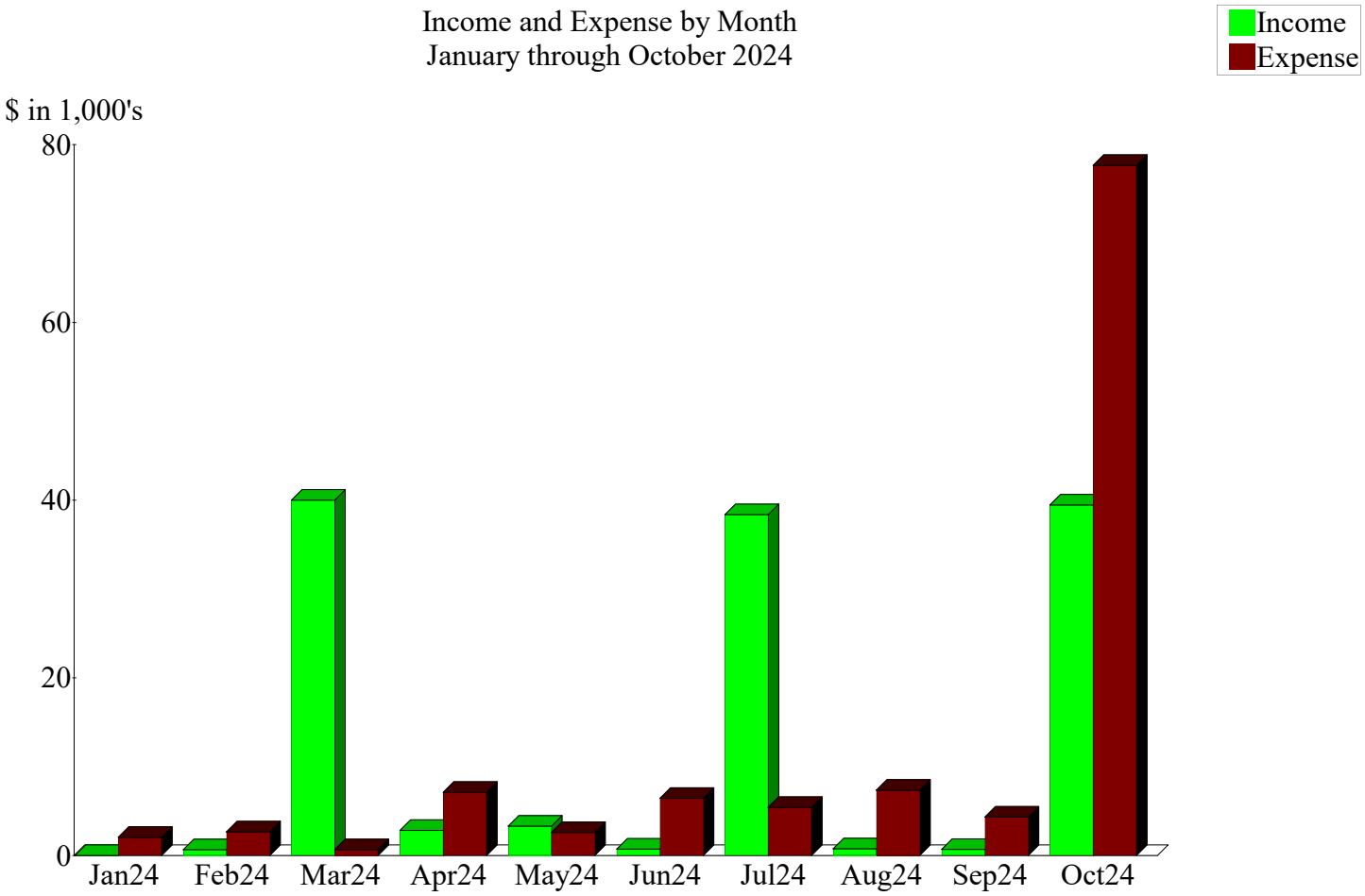

Income Summary
January through October 2024

| | |
|---|---|
| CY Property Tax - Debt | 51.96% |
| Developer Advance O&M | 30.57 |
| CY Property Tax - O&M | 12.99 |
| Specifice Ownership Tax - Debt | 3.59 |
| Specific Ownership Tax - O&M | 0.90 |
| Delinquent Interest - Debt | 0.01 |
| Delinquent Interest - O&M | 0.01 |
| Total | $126,829.19 |



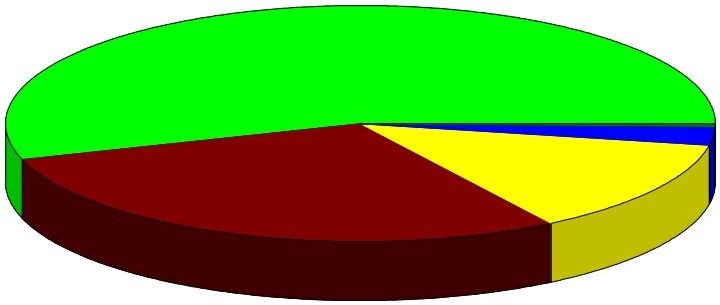
By Account

Income and Expense by Month
January through October 2024




Expense Summary
January through October 2024

| | |
|---|---|
| Contractual Obligations | 54.93% |
| Operations and Maintenance | 29.26 |
| General and Administrative | 13.16 |
| Legal | 2.62 |
| Electric | 0.03 |
| Total | $116,369.27 |



By Account

WSDM

DISTRICT MANAGERS

**Gardens at North Carefree**
**Metropolitan District**

| Location Address of Parcel Number | Size (acres) | Contents |
|---|---|---|
| | | |
| Property Record Card #5329411048 | 0.773531 | Landscape & irrigation |
| Property Record Card #5329411051 | 0.456474 | Landscape & irrigation |
| Property Record Card #5329411050 | 0.125666 | Landscape & irrigation |
| Property Record Card #5329412003 | 0.140978 | Landscape & irrigation |
| Property Record Card #5329413032 | 0.08882 | Walkway, backflow, controller & irrigation |
| Property Record Card #5329411049 | 0.183747 | Detention Pond / Drainage & irrigation |
| Property Record Card #5329412004 | 0.351469 | Detention Pond / Drainage & irrigation |
| Property Record Card #5329413031 | 0.091827 | mailbox clusters, Landscape & irrigation |
| Property Record Card #5329413033 | 0.091827 | Landscape & irrigation |
| **Total Acreage** | **2.304339** | |

| Additional Property | Units / Count | Replacement Cost |
|---|---|---|
| Retailing Walls | 1047 Linear Feet | $ 209,400.00 |
| Perimeter Vinyl Fencing | 1900 Linear Feet | $ 81,700.00 |
| Irrigation System (timers, backflow, controller) | Serving 2.034339 Acres | $ 75,000.00 |
| Mailbox Clusters | Residential & Parcel | $ 18,000.00 |
| Drainage facilities | 2 ponds | $ 100,000.00 |
| Trees | 81 | $ 56,700.00 |
| Plants (grasses) | 202 | $ 20,200.00 |
| Flowers | 0 | $ - |
| Shrubs | 162 | $ 40,500.00 |

WSDM

DISTRICT MANAGERS

**GARDENS AT NORTH CAREFREE**
**2025 BUDGET**
**GENERAL FUND**

**Maximum Combined Mill Levy is 50 Mills**

| | 2023 ACTUAL | 2024 Actual 9/27/2024 | 2024 PROJECTION | 2024 BUDGET | 2025 BUDGET | Notes/Justifications |
|---|---|---|---|---|---|---|
| **GENERAL FUND BEGINNING BALANCE** | **6,715** | **0** | **0** | **-** | **(8,374)** | |
| REVENUES | | | | | | |
| PROPERTY TAXES - O&M | $ 11,209 | $ 16,474 | $ 16,474 | $ 16,313 | $ 16,766 | |
| SPECIFIC OWNERSHIP TAXES - O&M | $ 1,172 | $ 1,003 | $ 1,142 | $ 1,142 | $ 1,174 | 7% of property tax |
| DELINQUENT INTEREST | $ 6 | $ 1 | $ 1 | $ - | $ - | |
| DEVELOPER ADVANCE | $ - | $ 38,768 | $ 38,768 | $ - | $ - | Funds previously noted as a transfer to operating now accounted as Developer Advances |
| O&M FEES | $ - | $ - | $ - | $ - | $ 50,400 | Based on annual Fee of $720 per home/ $60 per month |
| OTHER INCOME | $ - | $ - | $ - | $ - | $ - | |
| TOTAL REVENUES | $ 12,386 | $ 56,246 | $ 56,385 | $ 17,455 | $ 68,340 | |
| TOTAL REVENUES AND FUND BALANCE | $ 19,101 | $ 56,246 | $ 56,385 | $ 17,455 | $ 59,966 | |
| EXPENDITURES | | | | | | |
| GENERAL AND ADMINISTRATIVE | | | | | | |
| BANK FEES | $ - | $ 5 | $ 5 | $ - | $ 50 | Increased to reflect potential NSF when Fees are billed to Owners |
| COUNTY TREASURERS FEE | $ 168 | $ 247 | $ 247 | $ 245 | $ 251 | 1.5% of property taxes |
| DISTRICT MANAGEMENT/ACCOUNTING | $ 8,878 | $ 8,035 | $ 12,000 | $ 12,000 | $ 12,000 | Actual contract nte $1,000 per month |
| DUES - SDA | $ 193 | $ - | $ 700 | $ 700 | $ 616 | $193 Pd 11/21/23 $616 Pd 2/24/24 |
| ELECTION | $ 293 | $ - | $ - | $ - | $ 4,000 | Laureen, Grace, & Ron have terms expiring in 2025 |
| INSURANCE | $ 5,947 | $ (1,119) | $ 1,000 | $ 1,000 | $ 6,392 | 2024: P&L/D&O/Fidelity $5,847, Surity Bond $100, WC $445, |
| LEGAL | $ 9,027 | $ 2,925 | $ 10,000 | $ 10,000 | $ 5,000 | Reduced to reflect goal of reducing legal involvment |
| MISCELLANELOUS | $ - | $ 144 | $ 144 | $ - | $ - | |
| OFFICE EXPENSE | $ - | $ 12 | $ 12 | $ - | $ 50 | Increased the allow for incidentals as Fees are billed |
| POSTAGE & Printing | $ 83 | $ 1 | $ 200 | $ 200 | $ 800 | Increased to reflect billing statements and meeting invitations. |
| OPERATIONS AND MAINTENANCE | | | | | | |
| REPAIRS & MAINTENANCE | $ - | $ 1,927 | $ 4,000 | $ 4,000 | $ 4,000 | |
| IRRIGATION | $ - | $ 4,064 | $ 5,500 | $ - | $ 5,000 | Increase to reflect irrigation repairs |
| WINTER WATERING | $ - | $ 170 | $ 951 | $ - | $ 1,000 | Increased to fund winter watering in all areas |
| LANDSCAPING | $ 27,373 | $ 9,671 | $ 11,000 | $ 11,000 | $ 12,000 | Actual contract $10,266.89 |
| SNOW REMOVAL | $ - | $ - | $ 5,000 | $ 5,000 | $ 5,000 | Completed by installer this season, District must complete for 2024-2025. |
| UTILITIES | $ 8,635 | $ 5,469 | $ 10,000 | $ 10,000 | $ 9,000 | Electric & Cherokee Water |
| DETENTION POND MAINTENANCE | $ - | $ - | $ 4,000 | $ 4,000 | $ 4,000 | Added line item as the ponds are now ours. |
| TOTAL EXPENDITURES | $ 60,597 | $ 31,550 | $ 64,759 | $ 58,145 | $ 69,159 | |
| TRANSFER IN DEBT SERVICE FUND | $ 41,496 | $ - | $ - | $ 38,768 | $ - | Shifted to Developer Advance |
| PAYBACK DEVELOPER ADVANCE | $ - | $ - | $ - | $ - | $ - | |
| **ENDING FUND BALANCE** | **$ 0** | **$ 24,695** | **$ (8,374)** | **$ (1,921)** | **$ (9,194)** | Must adjust to the black. |
| EMERGENCY RESERVE: State Required 3% | $ 1,818 | $ 947 | $ 1,943 | $ 1,744 | $ 2,075 | |
| ASSESSED VALUATION | 1,120,850 | 1,631,340 | 1,631,340 | 1,631,340 | 1,676,610 | |
| MILL LEVY | 10.000 | 10.000 | 10.000 | 10.000 | 10.000 | |

**GARDEN AT NORTH CAREFREE**
**2023 AMENDED AND 2024 BUDGET**
**DEBT SERVICE FUND**

| | 2023 ACTUAL | 2024 ACTUAL | 2024 PROJECTED | 2024 BUDGET | 2025 BUDGET | |
|---|---|---|---|---|---|---|
| **DEBT SERVICE FUND BEGINNING BALANCE** | **$ 25,487** | **$ 6,819** | **$ 6,819** | **$ 6,819** | **$ 7,376** | |
| REVENUES | | | | | | |
| PROPERTY TAXES - DEBT | $ 44,834 | $ 65,894 | $ 65,894 | $ 65,254 | $ 67,064 | |
| SPECIFIC OWNERSHIP TAXES - DEBT | $ 4,688 | $ 4,012 | $ 4,568 | $ 4,568 | $ 4,695 | |
| DELINQUENT INTEREST | $ 22 | $ 4 | $ 5 | $ - | $ - | |
| TOTAL REVENUES | $ 49,544 | $ 69,910 | $ 70,467 | $ 69,821 | $ 71,759 | |
| TOTAL REVENUES AND FUND BALANCE | $ 75,031 | $ 76,729 | $ 77,286 | $ 76,640 | $ 79,135 | |
| EXPENDITURES | | | | | | |
| CONTRACTUAL OBLIGATIONS | $ 26,043 | $ - | $ - | $ 40,000 | $ - | Need to adjust payments back as Developer Advances |
| INTEREST EXPENSE | $ - | $ 63,922 | $ 63,922 | $ - | $ 78,129 | |
| COST OF ISSUANCE | $ - | $ 5,000 | $ 5,000 | $ - | $ - | |
| COUNTY TREASURERS FEE | $ 673 | $ 988 | $ 988 | $ 979 | $ 1,006 | |
| TOTAL EXPENDITURES | $ 26,716 | $ 69,910 | $ 69,910 | $ 40,979 | $ 79,135 | |
| TRANSFER OUT TO GENERAL FUND | $ 41,496 | $ - | $ - | $ 38,768 | $ - | |
| ENDING FUND BALANCE | **$ 6,819** | **$ 6,819** | **$ 7,376** | **$ (3,106)** | **$ -** | |
| ASSESSED VALUATION | 1,120,850 | 1,631,340 | 1,631,340 | 1,631,340 | 1,676,610 | |
| MILL LEVY | 40.000 | 40.000 | 40.000 | 40.000 | 40.000 | |

WSDM

DISTRICT MANAGERS

**WSDM – District Managers**
614 N Tejon St
Colorado Springs Colorado
Phone: (719) 447-1777
Fax: (719) 867-4013
Website: wsdistricts.co

**GARDENS AT NORTH CAREFREE METROPOLITAN DISTRICT**
Re: Management Contract 2025

Dear sir/madame:

We are pleased to present this continued management services agreement for the Gardens at North Carefree Metropolitan Districts "the District". By signing below the District accepts this engagement for ongoing Management Services.

**Scope of Services**

We will engage in the day-to-day management of the District at the direction of its board of directors. Specifically, we will undertake those areas of responsibility listed in "Exhibit A." We will perform these services in the most professional and efficient manner possible, per the scope of services "Exhibit B".

**Service Fee**

Based upon the scope or work for the District, we will provide all the applicable services for a monthly fee of not to exceed $1,000 per month. This sum represents our best estimate of the number of hours of work required for the management of the District. We will invoice for our services on a monthly basis, and they will be due within 30 days of invoice. Invoices 60 days or older will accumulate 1% financing charges compounded monthly.

**Hourly Rates**

| | |
|---|---|
| Principal | $ 225.00 |
| Senior Manager | $ 180.00 |
| Senior Accountant | $ 190.00 |
| Assistant Manager | $ 150.00 |
| Bookkeeper | $ 75.00 |
| Administrative/ Supporting Staff | $ 50.00 |
| Website Administration | $ 50.00 |
| **Closing request fee – collected at the closing from title company* | *$ 100.00* |

**Disclosure**

From time to time during our discussions with potential new clients we may be asked to provide a dossier regarding our services. We would love to be able to mention our work for you. Please let us know if you would like for us to not disclose our services to the District.

**Renewal/ Termination**

This agreement shall be for one year in duration effective on 01/01/2025. If either WSDM or the District wishes to terminate the management agreement, 30 days of notice shall be provided in writing. In the event that no notice is provided by either party this agreement shall renew automatically for 1 year. Should any adjustments be needed regarding any portion of this agreement, we will consult with you and formalize those changes in writing.

*- Signature page to follow -*

Thank you for the opportunity. Please contact us if you have any questions about our engagement.

Respectfully,

_____

Rebecca Harris, President/ CEO

Date: _____

Approved:

_____

Gardens at North Carefree Board President

Date: _____

**EXHIBIT - A**

**Designation of WSDM responsibilities**

| | WSDM | Legal | Other |
|---|---|---|---|
| **Board Meetings** | | | |
| Meeting Agenda | X | | |
| Meeting Support Materials | X | | |
| Board Meeting Posting/Notice | X | | |
| Meeting Minutes | X | | |
| Annual Posting of Meetings | X | | |
| Annual Set of Resolutions (Admin, notice, online, fees, budget, CORA, election, etc.) | | X | |
| Filing Conflicts | | X | |
| **Budgets** | | | |
| Budget Hearing Advertisement | | X | |
| Draft Budget Distributed | X | | |
| Annual State Reporting | X | X | |
| Mill Levy Certification | X | X | |
| **Legal Notices** | | | |
| Drafting | | X | |
| Review/Approval | | X | |
| Record | | X | |
| Inclusions/Exclusions Process | X | X | |
| **Elections** | | X | |
| **Reporting** | | | |
| Budget Development and Filing | X | X | |
| Debt Notice | X | | |
| Quinquennial Finding | X | | |
| Annual Report – County/ City | X | | |
| Annual Report - State | X | | |
| Annual Map Filing | X | | |
| Transparency Notice (SDA, etc.) | X | | |
| Non-rated Public Securities Report | X | | |
| Agent Address/Notification | X | | |
| Unclaimed Property Report | X | | |
| **Insurance** | | | |
| Renewal | X | | |
| **Finance/ Bookkeeping** | | | |

| | | | |
|---|---|---|---|
| General Accounting Services | X | | |
| Budget Reporting and Management | X | | |
| Accounts Payable/Receivable | X | | |
| Audit/Audit Exemption | X | | |
| Monthly Financial Reporting | X | | |
| Bond Issuance Support | X | X | |
| Bank Relationships | X | | |
| Bond Continuing Disclosure Report | X | X | |
| **Billing Services** | | | |
| Regular Billing | X | | |
| Collections | X | X | |
| Maintain/Publish Fees and Charges | X | X | |
| **Covenant Enforcement** | | | |
| Enforcement of Violations | X | | |
| Customer Service | X | | |
| Application of Fines | X | | |
| Reviews of Architectural Improvement Plans | X | | |
| **Customer Service** | | | |
| Point of Contact | X | | |
| Website Management | X | | |

**EXHIBIT - B**

**SCOPE OF SERVICES:**

## Management Services

1. Meeting and Reporting Services – WSDM will provide the following services:
    a. Coordinate Board meetings, prepare and distribute meeting agenda. Preparation, filing and posting of legal notices required in conjunction with the meeting.
    b. Ensure meeting notices are properly and timely posted.
    c. Contact Board members 72 hours prior to a scheduled meeting to ensure a quorum will be present. In the event of a cancelation of a meeting, contact and advise all parties of the cancelation and any changes to the meeting date, time and place, if available.
    d. Meeting packets will be distributed by U.S. Mail and/or email, as determined by the Board
    e. Prepare for and attend regular and special meetings of the Board.
    f. Draft, revise and finalize the minutes of the meeting and circulate for review and comment to ensure all statutory requirements have been met.
    g. Prepare and maintain a record of all Board members, consultants and vendors. Direct and oversee all service providers, consultants and employees.
    h. Prepare and make annual compliance filings (but not judicial filings) with the various State and County officials, as required. Coordinate review and approval of annual compliance filings with the attorney.
    i. Respond to inquiries made by various officials, property owners or consultants in a timely and professional manner.
    j. Set up and maintain the official records of the District and service as official custodian for same pursuant to the Colorado Open Records Act.
    k. Monitor requirements pertaining to HB 1343 (Illegal Aliens).
    l. Insurance administration, including evaluating risks, comparing coverage, process claims, completing applications, monitoring expiration dates, processing routine written and telephone correspondence. Ensure that all District contractors and subcontractors maintain required coverage for the District's benefit. Obtain quotes for insurance annually.

2. Elections – Aid Designated Election Official (DEO) for district elections with familiarity with various laws, including, but not limited to the Special District Act, the Colorado Local Government Election Code, the Uniform Election Code of 1992, to the extent not in conflict with the Colorado Local Government Election Code, and Article X, § 20 of the Colorado Constitution ("TABOR").

3. Construction Oversight – we may provide extensive construction management. Our current experience principals have funded and managed over $100,000,000 in public infrastructure including roads, water, wastewater, electric, gas, telecommunications and stormwater facilities.

4. Website Administration – extensive experience with creating and updating the District websites, specifically including the State Internet Portal Authority funded sites (SIPA). Or hosting the district website under www.wsdistricts.co.

5. Employee Management – management of full or part time employees including Operators in Responsible Control (ORC), field and operations employees, administrative employees, part time seasonal employees, Certified Pool Operators, etc. Maintain compliance with Human Resource aspects like; labor statutes, insurance, training, safety, etc. issues. Also, automated payroll services.

6. Covenant Enforcement and CCR Management – WSDM will provide the following services:
    a. Management of Architectural Control Committees or Design Review Committees, including, but not limited to, coordination of meetings and preparation of meetings.
    b. Community inspections and review of proposed improvements or architectural requests.
    c. Provide enforcement of the recorded CCRs (Covenant, Conditions, and Restrictions) and Design Guidelines including, but not limited to, violation tracking and imposition of fines.

7. Insurance – WSDM will be the liaison for the annual insurance renewal and payment, as well coordination for any insurance claims, as needed, and complete the annual insurance audit to ensure the district is properly covered.

8. Inclusion/ Exclusions of Property – WSDM will provide, assistance with Legal Counsel, to coordinate any property inclusions into the District Boundaries or any property exclusions out of the District Boundaries. Determine property eligibility, present to the Board for approval, and file with proper local governing body.

**Accounting and bookkeeping**

1. Standard Service – WSDM will provide the following services (with a Certified Public Accountant):
    a. Accounting:
        i. Prepare monthly, quarterly, and annual financial statements for the monthly meeting packets.
        ii. Reconcile bank statements and trustee statements on a monthly basis.
        iii. Coordinate bank account setup and maintenance of signature cards.
        iv. Prepare and file Continuing Disclosure Notices with the Trustee and other required parties. Coordinate review with legal counsel.
        v. Coordinate capital project draws and requisitions.
        vi. Prepare and review all payments of claims prior to release to ensure funds are available.
        vii. Monthly review email of all expenditures and coordinate preparation and distribution of same with the manager for the District to monitor the district is on track with the budget and appropriated expenditures.
    b. Accounts Payable:
        i. Receive and review invoices for accuracy and appropriateness for payment. Code the invoices in accordance with the budgeted line item.
        ii. Prepare issuance of checks (or virtual checks) to be paid by the Board for monthly disbursement.
        iii. Prepare funding requests, if required.
        iv. Release checks to vendors when all approvals and funding have been received.
    c. Accounts Receivable:
        i. Process deposit of revenues
        ii. Process bank charges and other miscellaneous accounts receivable matters.
    d. Financial Projections:
        i. Provide multi-year forecasting on Board request.
        ii. Provide a Utility consumption versus rate analysis, and possible water loss calculations.
        iii. Provide commercial billing and rate structure analysis.
    e. Budgets:
        i. Prepare annual budget and budget message for approval by the Board and coordinate with legal counsel for same.
        ii. Prepare or assist in the preparation of supplemental and/or amended budgets and accompanying documents, if required.
        iii. Prepare and assist in the compliance of filing the annual Budget, or amendment, as needed.
    f. Conservation Trust Fund (Greater outdoor of Colorado - GoCo Funds) Management and associated compliance reporting.
    g. Audits:
        i. Obtain proposals for conducting the annual audit for consideration at budget hearing meeting. Proposals should be included in the meeting packet.
        ii. Coordinate and participate in audit bids, engagements, fieldwork and audit draft review.
        iii. Assist the auditor in performing the annual audit, to accomplish timely completion and filing by statutory deadline.
        iv. Help present the Annual Audit for approval by the Board to be filed in compliance with State, local, and federal requirements.
        v. Submit application to state requesting exemption from audit.
    h. Bonds:
        i. Monitor and comply with Bond documents, State Statute, and Auditing requirements.
        ii. Transfer debt obligated funds to correct Reserve Funding accounts as applicable.
        iii. Coordinate principal and interest payments as required by the governing documents.
        iv. Coordinate with Bond counsel to issue bonds as directed by the Board of Directors

v. Coordinate the proper compliance filing including but not limited to the DLG-30, etc.

i. Developer Reimbursements/ Advances:

i. Coordinate with Developers to ensure all advances are received, tracked, or accounted for to fund the district as needed.

ii. Monitor and comply with Developer Reimbursement agreements and Auditing requirements

iii. Coordinate principal and interest payments required by the Reimbursement agreement

## Billing and Collections

1. Standard Services—WSDM may implement billing with either of two potential billing software systems for the residents, BILL billing software, or QuickBooks billing software—as seen applicable.
    a. CUSI system is compatible with the Automatic Meter Reading (AMR), Badger Beacon systems as well as state of the art integration with direct payment options (Customer Web Portals, ACH, and Credit Card).
    b. CINC system is compatible with direct payment options, customer account tracking, violation processing, and bank access.
2. Additional Standard Services will include:
    a. Provide resolution of re-reads for meter reads, if necessary.
    b. Customize billing system to download meter readings directly into accounting software to allow for automatic updates to customer accounts.
    c. Produce and transmit customer invoices to a mailing facility or perform the mailing in house, whichever is more economical.
    d. Process and make daily deposits of all receipts mailed directly to the billing company, as necessary.
    e. Communicate with customers and transmit Automated Clearing House ("ACH") authorization forms allowing the District to initiate an ACH withdrawal of the customer bill directly from their checking or savings account. Initiate ACH batches using dual controls.
    f. Coordinate and provide correspondence regarding terminations, delinquencies, payment plans and shut-off notices in compliance with the District's collection policies and in coordination with the District's legal counsel.
    g. Process payoff requests from title company for closings and set up new ownership information.
    h. Collect transfer fee due upon the transfer of and account or property.
    i. Process payment arrangements for customers facing economic hardship at the direction of the Board.
    j. Process and transmit delinquent notices.
    k. Process shutoff notices and direct the District's operator to proceed with shutoff.
    l. Certify delinquent accounts with the County, as applicable, in coordination with the District's legal counsel.
    m. Coordinate processing of statements of liens with the District's legal counsel, and release of liens as accounts are paid current.
    n. Respond to customer calls and inquiries in a timely and professional manner.
    o. Track tap fee payments and coordinate with the Water Operator to provide installation of a new Tap for water utility.

## Customer Service

1. WSDM may provide customer service support by phone, email, social media, text messaging, and fax to help all customers with their inquires, questions, or request for information.

2. WSDM will provide access to a 24-hour emergency number at 719-447-4840.

3. WSDM will collaborate with security teams and monitor any security camera’s as needed.

4. All customer inquires will have a response to them within 1 hour during regular business hours or immediately the following business day, if not an emergency.

WSDM

DISTRICT MANAGERS

TIMBERLINE Landscaping

Imagine. Build. Maintain.

# SNOW & ICE MANAGEMENT AGREEMENT

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

Date: September 18, 2024
RE: Snow and Ice Management:

THIS AGREEMENT is effective between September 18th, 2024 through May 31st, 2025 by and between Timberline Landscaping LLC (hereinafter called TIMBERLINE) and WSDM (hereinafter called OWNER). TIMBERLINE agrees to perform all work set forth herein for at Gardens at North Carefree, 3768 Vineyard Circle, Colorado Springs, CO 80922 (hereinafter called Property).

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

- OWNER shall provide maps to TIMBERLINE identifying the areas to be plowed and the areas to adequately stockpile snow.

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

- The OWNER understands and acknowledges that if snow and ice management for walkways and steps is included in this Agreement, crews may not work safely in blizzard or blizzard like conditions, or if temperatures and/or wind conditions combined make the wind chill factor below

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 O:_____ T:_____

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

- Because of the probability of damage to real or personal property during snow and ice management, TIMBERLINE is not liable for damages to real or personal property except in the case of its gross negligence as defined herein. Gross negligence is defined as plowing through clearly marked curbed islands, plowing into landscaped areas, and/or damage to buildings and/or other structures. <u>It is mandatory that TIMBERLINE mark all islands, curb lines, and landscape areas at the OWNER'S expense (see Exhibit B for pricing).</u> If the snowfall is greater than the height of the marker, TIMBERLINE is not responsible for any damage. TIMBERLINE is not responsible for any damage to curb pans. TIMBERLINE is not responsible for sand and/or deicer materials that may cause damage to sod, trees, shrubs, metal surfaces, and/or asphalt/concrete surfaces. TIMBERLINE is not responsible for damage to sod, trees, or shrubs due to piling of snow in landscaped areas where lack of adequate storage space and/or excessive snow amounts limiting snow storage areas exist. TIMBERLINE shall be liable for any personal injury only if such injury is caused by a TIMBERLINE vehicle hitting a person, another vehicle or building that causes such injury. In no event shall TIMBERLINE be liable for any personal injury arising from a person or other vehicle slipping or skidding on snow or ice. All damage claims must be made in writing describing in reasonable detail the alleged damage within 72 hours from the time of incident or they shall be irrevocably waived.

- TIMBERLINE shall be solely responsible for the means, methods, techniques, and sequences of completing its work under this Agreement and OWNER shall not direct, in any way, TIMBERLINE'S crews. OWNER acknowledges that TIMBERLINE may engage subcontractors to complete certain aspects of the work. All communication between OWNER and TIMBERLINE shall be between OWNER'S office and TIMBERLINE'S office.

- TIMBERLINE will deice as specified in this Agreement and as set forth in Exhibit A. If additional deicing is needed after the 48-hour period following a storm's end, it is the OWNER'S responsibility to request such additional work. This could be a result of freeze/thaw or blowing wind. TIMBERLINE cannot be held responsible for these types of events occurring. Slip-fall hazards are always a possibility during these types of conditions. TIMBERLINE will not be responsible for damage to concrete, landscape, or any other environment, caused by deicing materials.

- TIMBERLINES responsibility for snow and ice abatement ends 48-hours after snow fall ends. TIMBERLINE shall always be notified if additional snow-work of any kind is required after the 48-hours has passed by the OWNER or OWNERS representative.

- Except as provided above with respect to any gross negligence by TIMBERLINE, OWNER agrees to indemnify, defend and hold TIMBERLINE and its directors, officers, shareholders, employees, agents, successors and subcontractors harmless from and against any and all claims or demands arising out of or related, in any way, to the services performed or to be performed pursuant to this Agreement. This indemnity obligation shall exist without regard of whether any claim is made by OWNER of the property served under this Agreement or any third party and includes reimbursement to TIMBERLINE of all costs and expenses, including reasonable attorney's fees. At no time will TIMBERLINE be liable for personal injury or property damage caused by changing

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

- OWNER agrees to pay TIMBERLINE the rates set forth in Exhibit B attached hereto and incorporated herein by reference for the work specified in Exhibit A. Invoices shall be issued on a per event basis. Each invoice will be paid upon receipt and payment shall be overdue and delinquent thirty (30) days from the date thereof. Interest shall accrue on past due amounts at the rate of 18% per annum. If at any time TIMBERLINE, in its sole discretion, determines that the financial responsibility of the OWNER is unsatisfactory, it reserves the right to require payment in advance or satisfactory guarantees that invoices will be paid when due. OWNER shall pay TIMBERLINE all costs of collection, including reasonable attorney's fees.

- TIMBERLINE may terminate this Agreement at any time upon five (5) work day's after written notice has been delivered to OWNER for non-payment and may terminate at any time upon ten (10) workdays after written notice has been delivered for any other reason. OWNER'S indemnity obligations shall survive the termination of this Agreement. OWNER may terminate this Agreement upon ten (10) workday's written notice to TIMBERLINE in the event TIMBERLINE fails to cure or take reasonable steps to cure any defaults under this Agreement within five (5) workdays of TIMBERLINE'S receipt of written notice from OWNER specifying the alleged defaults. If defaults by either party are remedied the termination notice is no longer valid and will be rescinded.

- In the event OWNER is in default under any other agreement executed between TIMBERLINE and OWNER relating to TIMBERLINE providing services to OWNER, TIMBERLINE may, in its sole discretion, without any liability whatsoever declare this Agreement to be in default, immediately cease all work under this Agreement and any other agreements until such default has been cured, and/or terminate this Agreement upon five (5) work days written notice to OWNER.

- TIMBERLINE shall not be liable for damages and OWNER shall not have the right to terminate this Agreement for any delay or default in TIMBERLINE performing hereunder if such delay or default is caused by conditions beyond TIMBERLINE'S control including, but not limited to: acts of God, unusually severe weather, adverse government actions or restrictions, acts or omissions of the OWNER, changes in the work by the OWNER, labor disputes, transportation delays not reasonably foreseeable, unavoidable accidents or circumstances, and concealed or unknown conditions.

- TIMBERLINE will, always during the term of this Agreement, keep and maintain in full force and effect the following policies of insurance:
    - Workman's Compensation Claim and Employer's Liability – Statutory limits
      Employer's Liability – Each Employee $100,000.00
      Disease – Each Employee $100,000.00, Disease Policy Limit $500,000.00
    - **Automobile Liability - $1,000,000.00 – occurrence/aggregate; and**
    - Commercial General Liability - $1,000,000.00 per occurrence, $2,000,000.00 aggregate

  Certificate of insurance shall be provided to OWNER upon request.

- **<u>Any applicable taxes on materials are not included in the rates set forth in Exhibit B unless specifically stated herein.</u>**

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O:_____ T:_____

- This Agreement shall apply to all snow and ice management services performed between the effective dates listed above.

- Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be transferred or assigned (by operation of law or otherwise) by OWNER without the prior written consent of TIMBERLINE, which may be withheld in TIMBERLINE's sole discretion

- Exclusive venue for any action arising out of or related to this Agreement shall be in El Paso County, Colorado. This agreement shall be constructed in accord with the laws of the State of Colorado.
- This Agreement contains the entire agreement between the parties related to the subject matter herein and supersedes all previous oral agreements or statements in writing with respect thereto. There are no other understandings or agreements, verbal or otherwise in relation thereto, between the parties except as stated herein.
- This Agreement may not be amended, supplemented, or modified except by an instrument in writing signed by both TIMBERLINE and OWNER.
- If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.
- Whenever any provision of this Agreement requires the giving of written notice, the written notice shall be delivered to TIMBERLINE and OWNER at the addresses below and shall be effective on the date of receipt or refusal. All notices necessary or required under this Agreement shall be in writing and shall be personally delivered, sent by overnight delivery service, or mailed by certified mail, postage prepaid and return receipt requested, as follows:

If to TIMBERLINE: Timberline Landscaping LLC

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

If to OWNER: _____
_____
_____
_____
_____

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

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

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

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

| | | | |
|---|---|---|---|
| TIMBERLINE: | Timberline Landscaping LLC | OWNER: | |
| Name: | Pamela Gilpatric | Name: | |
| Title: | Account Manager | Title: | |
| Signature: | | Signature: | |
| Date: | | Date: | |

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

| | **Primary Contact:** | **Secondary Contact:** |
|---|---|---|
| Name: | | |
| Title/Position: | | |
| Home Phone: | | |
| Office Phone: | | |
| Cell Phone: | | |
| Email: | | |

## Note(s):

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O:_____ T:_____

# EXHIBIT A – SNOW & ICE MANAGEMENT PARAMETERS

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

## PLOWING & DEICING

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

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

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

## SHOVELING/DEICING

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

| | | Shoveling | Deicing |
|---|---|---|---|
| 1. | Main walkways and steps, private and common. | _____ | _____ |
| 2. | Secondary walkways and steps. | _____ | _____ |
| 3. | City walkways and steps within 24 hours after snowstorm. | _____ | _____ |
| 4. | Follow up & cleanup of excess deicing materials. | _____ | _____ |
| 5. | Other areas / Specify: | ☐ | ☐ |

## ANTI-ICING/DEICING APPLICATIONS

| Anti-Icing/Deicing Material | Approved for Use | Not Approved for Use |
|---|---|---|
| | _____ | _____ |

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

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

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

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

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

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O:_____ T:_____

# EXHIBIT B – PRICING 2024-2025

## Truck Plows

Truck w/plow .....$165.00/hour
Dump Truck w/plow……..……. $245.00/hour

## Equipment

**Price Includes attachments**

Skid-loader w/ 100" Bucket .....$219.00/hour
Skid-loader w/Blower.....$280.00/hour
Backhoe type tractor .....$250.00/hour
Loader (3 to 4yds) .....$350.00/hour
Loader (4 to 5yds) .....$435.00/hour
Snow Haul Off……. $245.00/hour
Unimog……..$490.00/hour

## Hand Crew Equipment

Hand shoveled, staking and/or deicer……...$78.00/hour
Small Sidewalk Equipment…….……..... $125.00/hour
Large Sidewalk Equipment…….…… $200.00/hour

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

Anti-Icing/Deicing/Preventing Sidewalk Machines (4' or less).....$120.00/hour
Truck w/ deicer or sander equipment……..…. $250.00/hour

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

"New Wave" Salt Brine – 23% Salt (liquid)……$3.25 per gallon
Ice slicer/rapid thaw (granular)…… $300.00 per ton
Ice melt (bagged mag flakes) ……$45.00 Per 50# bag
Curb and Obstacle Staking (labor to install charged at hand crew rate) ……$4.50 per stake

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

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O:_____ T:_____