

GARDENS AT NORTH CAREFREE METROPOLITAN DISTRICT

Special Board Meeting

Tuesday, April 15, 2025 at 1:00 p.m.

13737 Struthers Rd, Suite 200

Colorado Springs, CO 80921

and

Via tele/videoconference

<https://video.cloudoffice.avaya.com/join/315892667>

United States: [\(213\) 463-4500](tel:(213)463-4500) Access Code: 315892667



Board of Director	Title	Term
Ronald Covington	President	May 2025
Grace Covington	Secretary	May 2025
Laureen Deveau	Treasurer	May 2025
Tara Dudley	Assistant Secretary	May 2027*
VACANT	Assistant Secretary	May 2027*

* Election in May 2025 for a two-year term

AGENDA

1. Call to Order:
2. Declaration of Quorum/Director Qualifications/ Disclosure Matters:
3. Approval of Agenda:
4. Public Comment: Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.
5. Secretary's Report:
 - a. Approval of November 6, 2024 Annual Townhall Meeting Minutes (enclosed)
 - b. Approval of November 13, 2024 Board Meeting Minutes (enclosed)
 - c. Approval of December 19, 2025 Board Meeting Minutes (enclosed)
6. Financial Matters
 - a. Approval of Unaudited Financial Reports through March 31, 2025 (enclosed)
 - b. Ratification and Approval of Payables through April 15, 2025 (enclosed)
 - c. Ratification of Approval of Resolution Regarding Exemption From Audit - 2024
7. District Manager Report:
8. Legal Matters:
 - a. Approval of Resolution Canceling May 2025 Election and Certifying Election Results
 - b. Approval of Resolution Regarding Posting Location
 - c. Consideration of Special District Counsel Engagement
9. General Business:
 - a. Approval of Landscape Contract - LMI
 - b. Next Regular Meeting Schedule: _____
10. Adjournment

NOTICE OF REGULAR MEETINGS

NOTICE IS HEREBY GIVEN That the Board of Directors of **BRADLEY HEIGHTS METROPOLITAN DISTRICT NOS. 1, 2 and 3**, County of El Paso, State of Colorado, will hold a regular meeting at 9:00 AM on Tuesday, the 14th day of January, 2025, at 119 North Wahsatch Ave., Colorado Springs, CO 80903, and via tele/videoconferencing at the following: <https://video.cloudoffice.avaya.com/join/109995525> United States: +1 (213) 463-4500 Access Code: 109-995-525 for the purpose of conducting such business as may come before the Board including the business on the attached agenda. The meeting is open to the public.

BY ORDER OF THE BOARD OF DIRECTORS:
BRADLEY HEIGHTS METROPOLITAN DISTRICT NOS. 1, 2 AND 3





**MINUTES OF THE ANNUAL MEETING OF THE
GARDENS AT NORTH CAREFREE METROPOLITAN DISTRICT
HELD NOVEMBER 6, 2024, AT 5:30 PM**

Pursuant to §32-1-903(6), C.R.S., the annual meeting of the Gardens at North Carefree Metropolitan District was held on Wednesday, November 6, 2024, at 5:30 p.m., at Falcon Fire Station #4, 2710 Capital Drive, Colorado Springs, CO 80939 and via video teleconference.

In attendance were:

Ronald Covington, President

Heather Smith, WSDM District Managers

Public Attendees included: Brandon Mathews, Richard Ugalde, Joel & Valerie Babbit, Anthony Kohler, Antonio Moreno, Bryan Zaw, Gavin Perkins, Jesse Ernst, Nicholas Villano, Tara Dudley, Fidel Morales, and Kadin Scranton.

1. Call to Order: Ms. Smith called the meeting to order at 5:30 p.m.
2. Presentation Regarding the Status of Public Infrastructure Projects within the District: Ms. Smith provided a brief overview of the District's purpose, primarily being a funding mechanism to facilitate the installation of Public Infrastructure and repayment of Public Infrastructure costs through the issuance of Bonds, which are repaid through property taxes over time. All Public Infrastructure has been accepted by the County and conveyed from the Developer to the District. Ms. Smith reviewed a map of the District tracts, illustrating the specific maintenance responsibilities in each area. There are no additional public infrastructure projects slated.
3. Presentation Regarding Outstanding Bonds: Ms. Smith reviewed the status of the outstanding debt with Limited Tax General Obligation Developer Bond, Series 2023 issued on November 1, 2023 in the amount of \$2,960,556 to Covington Homes with an interest rate of 8.50% and a maturity date of December 1, 2052.

On July 1, 2024, the District and Covington Homes entered into a new reimbursement Agreement, through which Covington Homes has reverted funds from payments made toward the Bond debt in accordance with the 2024 Budget, back to the District as Developer Advances in order to ensure the District is able to fund general operations and meet its financial obligations.

4. Review of Unaudited Financial Statements: Ms. Smith presented the October 23, 2024 Financial Statements in brief. A significant shortfall of funding was highlighted with operating expenses year-to-date being funded by Developer Advances, without which the District was not able to fund its contractual obligations.
5. 2025 Proposed Budget and Implementation of Fees: Ms. Smith presented the 2025 Budget in brief, with a proposed monthly Operations and Maintenance Fee of \$60 per home.
6. Open Floor for Questions: Members of the Public discussed options for reducing expenses, potential improvements to the public tracts, and consideration for eliminating irrigation use.

7. Adjournment: The meeting was adjourned at 8:21 p.m.

Respectfully Submitted,

Secretary





**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS OF THE
GARDENS AT NORTH CAREFREE METROPOLITAN DISTRICT
held November 13, 2024
at 9:00 a.m.**

Pursuant to posted notice, the regular meeting of the Board of Directors of the Gardens at North Carefree Metropolitan District was held on Wednesday, November 13, 2024 at 9:00 a.m. at 1373 Struthers Rd., Colorado Springs, CO 80921, and virtually: <https://video.cloudoffice.avaya.com/join/217916951>.

Attendance

In attendance were Directors:

Ronald Covington, President
Laureen Deveau, Treasurer
Heath Herber, Assistant Secretary
Grace Covington, Secretary (excused)
Tara Dudley, Assistant Secretary

Also in attendance were:

Heather Smith, WSDM
Brenda Juarez, WSDM
Rebecca Harris, WSDM
Pete Susemihl, Susemihl, McDermott & Downie, P.C.
Tara Dudley, Property Owner
Michelle Mikolajczyk, Property Owner
Edwardo Sirias, Property Owner
Kadin & Halie Scranton, Property Owner
Chris Parks, Property Owner

1. Call to Order/Declaration of Quorum: Ms. Smith called the meeting to order at 9:13 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: President Covington moved to approve the Agenda as amended; seconded by Director Herber. Motion passed unanimously.
4. Consideration of Appointment to Vacancy: President Covington moved to appoint Tara Dudley to the vacant seat on the Board of Directors; seconded by Director Herber. Motion carried.

At 9:18 a.m. a motion was made by President Covington to continue the Board of Directors Meeting until 10:00 a.m. on November 20, 2024.

The regular meeting of the Board of Directors of the Gardens at North Carefree Metropolitan District was reconvened on Wednesday, November 20, 2024 at 10:00 a.m. at 1373 Struthers Rd., Colorado Springs, CO 80921, and virtually: <https://video.cloudoffice.avaya.com/join/217916951>. Ms. Smith called the meeting to order at 10:02 a.m. and confirmed a quorum was present.

Director Herber announced his resignation from the Board of Directors. President Covington moved to accept the resignation from Heath Herber effective November 20, 2025; seconded by Director Deveau. Motion carried.

5. Public Comment: There was no public comment beyond those items on the agenda.
6. Consent Agenda: After review, President Covington moved to approve the Consent Agenda as follows:
 - a. Approval of Meeting Minutes from August 13, 2024
 - b. Payment of Claims from August 13, 2023 through November 13, 2024
 - c. Acceptance of Unaudited Financial Statements as of October 31, 2024; seconded by Director Dudley. Motion passed unanimously.
7. 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: President Covington moved to approve the Renewal of the General Liability Schedule, Limits, and Property Schedule and to bind coverage as proposed; seconded by Director Dudley. Motion carried.
8. Financial Matters:
 - a. Conduct a Public Hearing on 2024 Budget Amendment and Consider Adoption of Resolution Amending the 2024 Budget: Director Dudley moved to open a Public Hearing for review and discussion pertaining to the 2024 Budget Amendment; seconded by President Covington. Motion carried and hearing opened. After discussion, President Covington moved to close the hearing; seconded by Director Deveau. Motion carried and hearing closed.
President Covington moved to approve the Resolution Amending the 2024 Budget as presented, seconded by Director Dudley. Motion carried.
 - b. Conduct a Public Hearing on the 2025 Budget and Consider Adoption of Resolution Adopting the Budget, Appropriating Funds, and Certifying Mill Levies: President Covington moved to open a Public Hearing for review and discussion pertaining to the 2025 Budget; seconded by Director Dudley. Motion carried and hearing opened. After discussion, Director Deveau moved to close the hearing; seconded by President Covington. Motion carried and hearing closed.
Director Deveau moved to approve the 2025 Budget as amended and Resolution Adopting the Budget, Appropriating Funds, and Certifying Mill Levies; seconded by President Covington . Motion carried.
9. New Business:
 - a. Review and Consider Approval of the 2025 WSDM Engagement Letter: President Covington moved to approve the WSDM Annual Engagement as presented; seconded by Director Deveau. Motion carried.
 - b. Discuss Status of Damage From Cable/ Fiberoptic Installation: Heather provided a brief update regarding the tracking of damage from fiber optic installers along Akers Drive.
 - c. Review and Consider Approval of Snow Removal Services Agreement: President Covington moved to approve the Snow Removal Services Agreement with Timberline Landscape as presented; seconded by Director Deveau. Motion carried.

- d. Management is directed to obtain competitive proposals for legal counsel for discussion at the next regular meeting.

10. Adjournment – The Board unanimously adjourned the meeting at 10:54 a.m.

The Next Board Meeting is to-be-determined.

Respectfully Submitted,

Secretary

Approved,

President





**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS
GARDENS AT NORTH CAREFREE METROPOLITAN DISTRICT
HELD DECEMBER 19, 2024, AT 4:00 PM**

Pursuant to posted notice, the special meetings of the Board of Directors of the Gardens at North Carefree Metropolitan District was held on Thursday, December 19, 2024, at 4:00 p.m., via video teleconference.

In attendance were:

Ronald Covington, President
Grace Covington, Secretary
Tara Dudley, Assistant Secretary
Heather Smith, WSDM District Managers
Laureen Deveau, Treasurer (excused)

1. Call to Order: The meeting was called to order at 4:03 p.m. by Ms. Smith.
2. Declaration of Quorum/Director Qualifications/ Disclosure Matters:
Ms. Smith indicated that a quorum of the Board was present, stating that each Director has been qualified as an eligible elector of the District pursuant to Colorado law. The Directors confirmed their qualifications. Ms. Smith informed the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Smith reported that disclosures for those directors with potential or existing conflicts of interest were filed with the Secretary of State's Office and the Boards at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Ms. Smith inquired into whether members of the Boards had any additional disclosures of potential or existing conflicts of interest regarding any matters scheduled for discussion at the meeting. No additional disclosures were noted. The Boards determined that the participation of the members present was necessary to obtain a quorum or to otherwise enable the Boards to act.
3. Approval of Agenda: President Covington moved to approve the Agenda as presented; seconded by Director Covington. The motion passed unanimously.
4. Public Comment: No public was present to comment.
5. General Business:
 - a. Consider Approval of Resolution Authorizing the Implementation of Operations and Maintenance Fees: President Covington moved to approve the Resolution Authorizing the Implementation of Operations and Maintenance Fees; seconded by Director Dudley. The motion passed unanimously.
6. Adjournment: The meeting was adjourned at 4:05 p.m.

Respectfully Submitted,

Secretary



Gardens At North Carefree Metropolitan District

04/10/25

Balance Sheet

Accrual Basis

As of March 31, 2025

	Mar 31, 25
ASSETS	
Current Assets	
Checking/Savings	
Stockmans Bank - Checking	66,117.47
Total Checking/Savings	66,117.47
Total Current Assets	66,117.47
TOTAL ASSETS	66,117.47
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	1,338.78
Total Accounts Payable	1,338.78
Total Current Liabilities	1,338.78
Long Term Liabilities	
Developer Bond Series 2023	2,960,556.00
Total Long Term Liabilities	2,960,556.00
Total Liabilities	2,961,894.78
Equity	
Fund Balance - Debt	-2,960,556.00
Retained Earnings	22,635.63
Net Income	42,143.06
Total Equity	-2,895,777.31
TOTAL LIABILITIES & EQUITY	66,117.47

Gardens At North Carefree Metropolitan District
Profit & Loss Budget vs. Actual
January through March 2025

General Fund

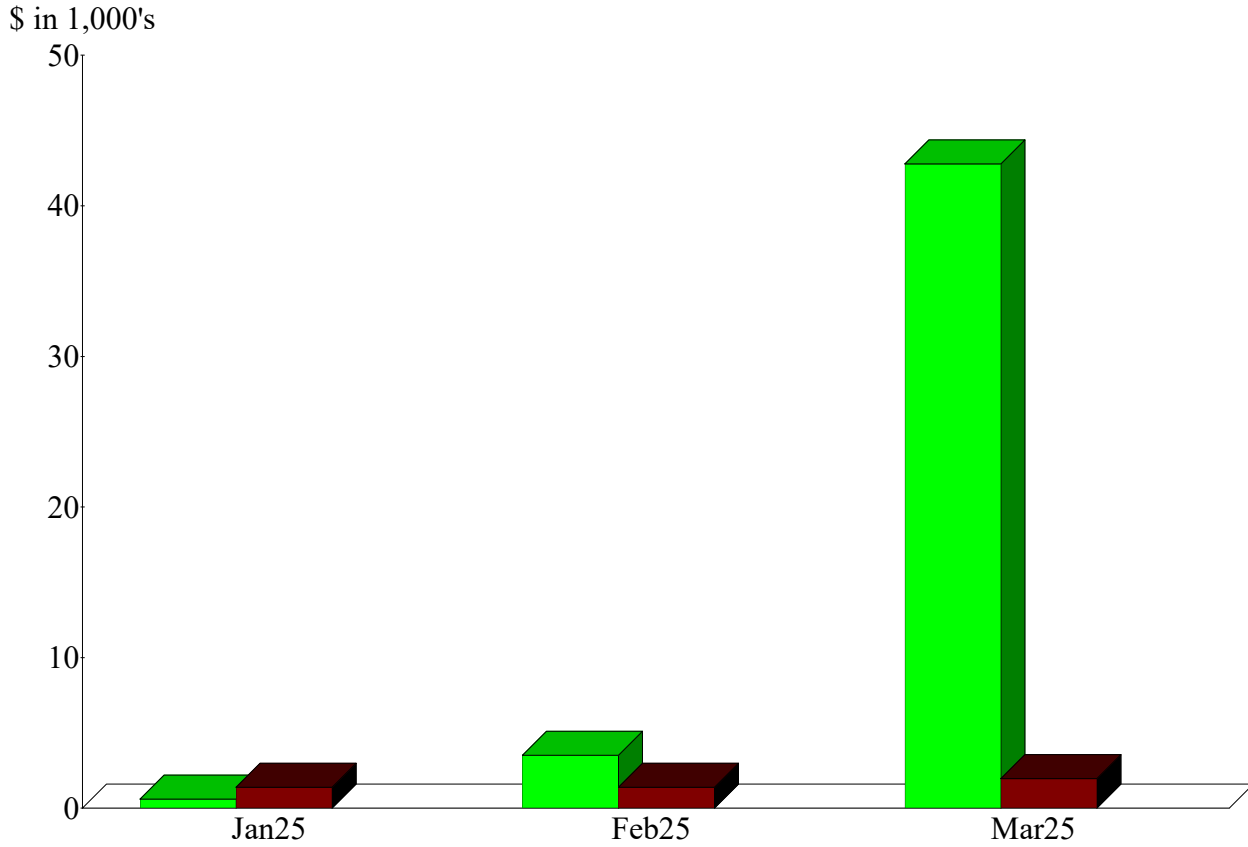
	TOTAL				
	Mar 25	Jan - Mar 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
Developer Advance - Revenue	0.00	0.00	25,000.00	-25,000.00	0.0%
Specific Ownership Tax	124.07	275.00	1,174.00	-899.00	23.42%
CY Property Tax	8,239.29	8,239.29	16,765.00	-8,525.71	49.15%
O&M Fees	960.00	4,320.00	33,600.00	-29,280.00	12.86%
Total Income	<u>9,323.36</u>	<u>12,834.29</u>	<u>76,539.00</u>	<u>-63,704.71</u>	<u>16.77%</u>
Expense					
Treasurer Collection Fee	123.59	123.59	251.00	-127.41	49.24%
Operations and Maintenance					
Detention Pond Maintenance	0.00	0.00	4,000.00	-4,000.00	0.0%
Utilities	64.04	199.18	9,000.00	-8,800.82	2.21%
Snow Removal	0.00	0.00	5,000.00	-5,000.00	0.0%
Landscaping					
Landscape Improvements	0.00	0.00	8,000.00	-8,000.00	0.0%
Irrigation	0.00	0.00	5,000.00	-5,000.00	0.0%
Winter Watering	0.00	0.00	1,000.00	-1,000.00	0.0%
Landscaping - Other	0.00	0.00	12,000.00	-12,000.00	0.0%
Total Landscaping	<u>0.00</u>	<u>0.00</u>	<u>26,000.00</u>	<u>-26,000.00</u>	<u>0.0%</u>
Repairs & Maintenance	0.00	0.00	4,000.00	-4,000.00	0.0%
Total Operations and Maintenance	<u>64.04</u>	<u>199.18</u>	<u>48,000.00</u>	<u>-47,800.82</u>	<u>0.42%</u>
General and Administrative					
Bank Fees	0.00	0.00	50.00	-50.00	0.0%
District Management	1,000.00	3,000.00	12,000.00	-9,000.00	25.0%
Election Expense	252.90	346.01	4,000.00	-3,653.99	8.65%
Insurance	0.00	0.00	6,392.00	-6,392.00	0.0%
Office Expense	0.00	0.00	50.00	-50.00	0.0%
Postage	21.84	170.05	800.00	-629.95	21.26%
Miscellaneous	0.00	40.20			
SDA Dues	0.00	0.00	616.00	-616.00	0.0%
Total General and Administrative	<u>1,274.74</u>	<u>3,556.26</u>	<u>23,908.00</u>	<u>-20,351.74</u>	<u>14.88%</u>
Legal	0.00	375.00	5,000.00	-4,625.00	7.5%
Total Expense	<u>1,462.37</u>	<u>4,254.03</u>	<u>77,159.00</u>	<u>-72,904.97</u>	<u>5.51%</u>
Net Ordinary Income	<u>7,860.99</u>	<u>8,580.26</u>	<u>-620.00</u>	<u>9,200.26</u>	<u>-1,383.91%</u>
Net Income	<u><u>7,860.99</u></u>	<u><u>8,580.26</u></u>	<u><u>-620.00</u></u>	<u><u>9,200.26</u></u>	<u><u>-1,383.91%</u></u>

Gardens At North Carefree Metropolitan District
Profit & Loss Budget vs. Actual
 January through March 2025

Debt Service Fund

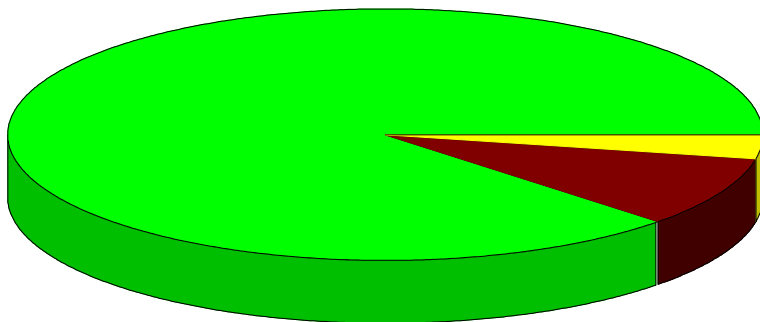
	TOTAL				
	<u>Mar 25</u>	<u>Jan - Mar 25</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense					
Income					
Specific Ownership Tax	496.27	1,100.00	4,694.00	-3,594.00	23.43%
CY Property Tax	32,957.15	32,957.15	67,060.00	-34,102.85	49.15%
Total Income	33,453.42	34,057.15	71,754.00	-37,696.85	47.46%
Expense					
Treasurer Collection Fee	494.35	494.35	1,006.00	-511.65	49.14%
Interest Expense	0.00	0.00	78,125.00	-78,125.00	0.0%
Total Expense	494.35	494.35	79,131.00	-78,636.65	0.63%
Net Ordinary Income	32,959.07	33,562.80	-7,377.00	40,939.80	-454.97%
Net Income	<u>32,959.07</u>	<u>33,562.80</u>	<u>-7,377.00</u>	<u>40,939.80</u>	<u>-454.97%</u>

Income and Expense by Month
January through March 2025

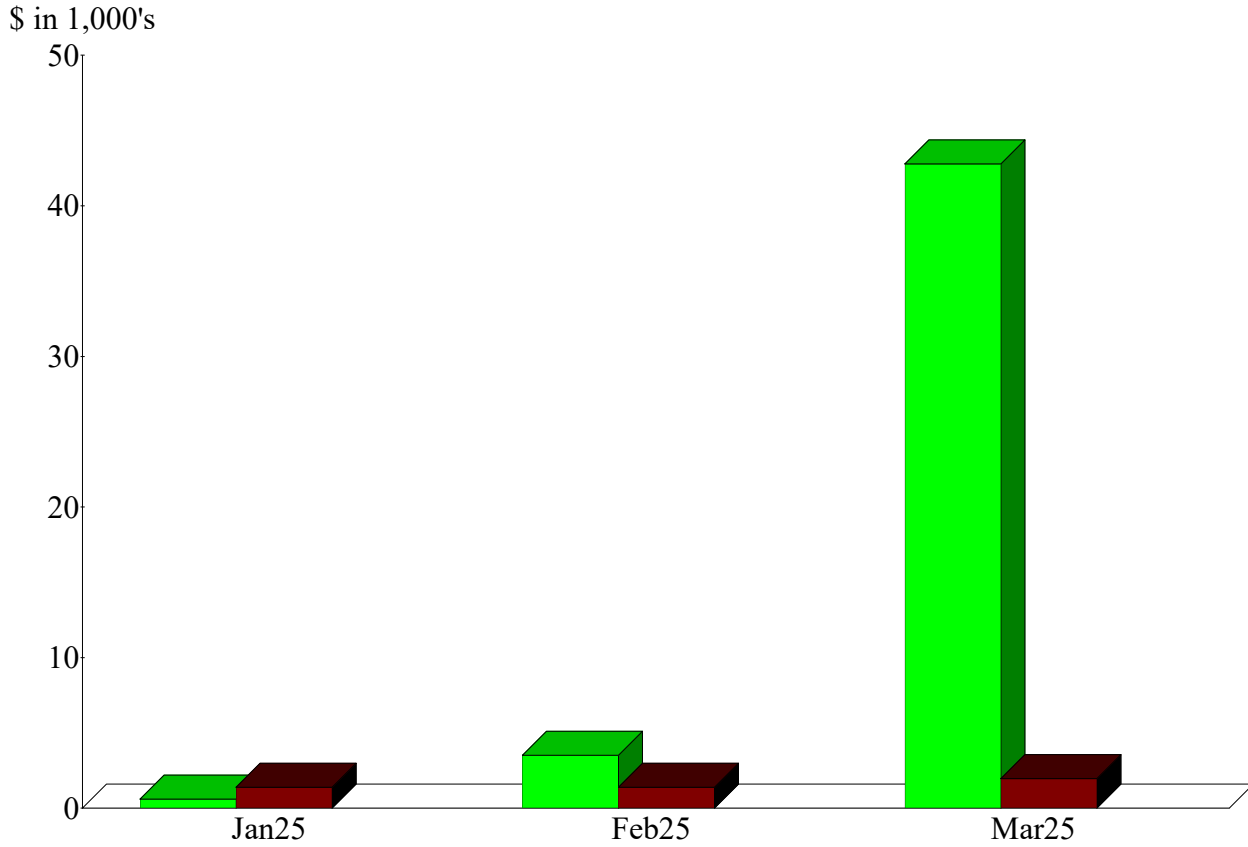
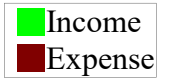


Income Summary
January through March 2025

■ CY Property Tax	87.85%
■ O&M Fees	9.21
■ Specific Ownership Tax	2.93
Total	\$46,891.44

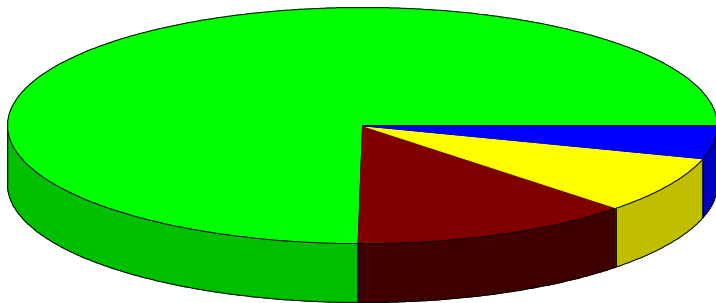


Income and Expense by Month
January through March 2025



Expense Summary
January through March 2025

General and Administrative	74.89%
Treasurer Collection Fee	13.01
Legal	7.90
Operations and Maintenance	4.19
Total	\$4,748.38





**Gardens At North Carefree Metropolitan District
PAYMENT REQUEST
12/16/2024
GENERAL FUND ACCOUNT**

Company	Invoice	Date	Amount	Comments
Colorado Special Districts Property and Liability Pool	25PL-609-3220	11/19/2024	\$ 6,135.00	2025 Property & Liability
Colorado Special Districts Property and Liability Pool	25WC-609-0935	11/11/2024	\$ 445.00	2025 Workman's Comp
El Paso County Elections Department	VoterList 20241211	12/11/2024	\$ 25.00	Initial Voter List
Mountain View Electric Association	105572401-20241127	11/27/2024	\$ 2.64	
Susemihl, McDermott & Downie	36650	10/31/2024	\$ 815.40	
Susemihl, McDermott & Downie	36745	11/30/2024	\$ 180.75	
USI Insurance Services	5288386	11/15/2024	\$ 100.00	Board SuretyBond
WSDM District Managers	540	11/30/2024	\$ 1,186.90	
TOTAL			\$ 8,890.69	

Stockmans Bank Balance	\$ 33,059.27
Current Draw	\$ (8,890.69)
	\$ 24,168.58

**Gardens At North Carefree Metropolitan District
PAYMENT REQUEST
1/23/2025
GENERAL FUND ACCOUNT**

Company	Invoice	Date	Amount	Comments
Cherokee Metropolitan District	1087675	12/11/2024	\$ 22.00	
Mailing Services Inc.	20149	1/17/2025	\$ 122.61	
Mountain View Electric Association	105572401-122624	12/31/2024	\$ 17.75	
Susemihl, McDermott & Downie	36785	12/31/2024	\$ 1,125.00	
WSDM District Managers	568	12/31/2024	\$ 1,589.35	
TOTAL			\$ 2,876.71	

Stockmans Bank Balance	\$ 25,389.83
Current Draw	\$ (2,876.71)
	<u>\$ 22,513.12</u>

Gardens At North Carefree Metropolitan District
PAYMENT REQUEST
2/21/2025
GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
Gran Farnum Printing	1117-25-G	1/28/2025	\$ 33.11	Call for Nominations
Mountain View Electric Association	105572401-012925	1/29/2025	\$ 56.09	
Susemihl, McDermott & Downie	36902	1/31/2025	\$ 93.75	
WSDM District Managers	619	1/31/2025	\$ 1,095.49	
TOTAL			\$ 1,278.44	

Stockmans Bank Balance	\$ 26,267.78
Current Draw	\$ (1,278.44)
	<u>\$ 24,989.34</u>

**Gardens At North Carefree Metropolitan District
PAYMENT REQUEST
3/18/2025
GENERAL FUND ACCOUNT**

Company	Invoice	Date	Amount	Comments
Mountain View Electric Association	105572401-022625	2/26/2025	\$ 81.79	
Susemihl, McDermott & Downie	36957	2/28/2025	\$ 281.25	
WSDM District Managers	669	2/28/2025	\$ 1,030.31	
TOTAL			\$ 1,393.35	

Stockmans Bank Balance	\$ 26,071.98
Current Draw	\$ (1,393.35)
	<u>\$ 24,678.63</u>

**Gardens At North Carefree Metropolitan District
PAYMENT REQUEST
4/7/2025
GENERAL FUND ACCOUNT**

Company	Invoice	Date	Amount	Comments
Mountain View Electric Association	105572401-03262025	3/26/2025	\$ 64.04	
WSDM District Managers	710	3/31/2025	\$ 1,274.74	
TOTAL			\$ 1,338.78	

Stockmans Bank Balance	\$ 25,163.63
Current Draw	\$ (1,338.78)
	<u>\$ 23,824.85</u>



**GARDENS AT NORTH CAREFREE METROPOLITAN DISTRICT
RESOLUTION FOR EXEMPTION FROM AUDIT**

A RESOLUTION APPROVING AN EXEMPTION FROM AUDIT FOR FISCAL YEAR 2024 FOR THE ABOVE-NAMED DISTRICT, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO.

WHEREAS, the Board of Directors wishes to claim exemption from the audit requirements of Section 29-1-603, C.R.S.; and

WHEREAS, Section 29-1-604 C.R.S. states that any local government where neither revenue nor expenditures exceeds seven hundred fifty thousand dollars, may with the approval of the state auditor, be exempt from the provisions of Section 29-1-603 C.R.S.; and

WHEREAS, neither revenues nor expenditures exceeded \$750,000 for fiscal year 2024 and

WHEREAS, an application for exemption form audit has been prepared Peter Susemihl; a person familiar with governmental accounting; and

WHEREAS, said application for exemption from audit has been completed in accordance with regulations issued by the state auditor.

NOW THEREFORE, be it resolved by the Gardens at North Carefree Metropolitan District that the application for exemption from audit for the fiscal year ending December 31, 2024 has been reviewed and is hereby approved by a majority of the Board of Directors and that those Directors have signified their approval by signing below and that this Resolutions shall be attached to and become a part of the application for exemption from audit for the fiscal year ended December 31, 2024.

Adopted this 26th day of March 2025.

DIRECTORS:

Ronald J. Covington-Term expires 2025

Elizabeth Grace Covington-Term expires 2025

Laureen T. Deveau-Term expires 2025

Tara Dudley-Term expires 2027



**CANCELLATION OF ELECTION and
DECLARATION DEEMING CANDIDATES ELECTED
BOARD OF DIRECTORS RESOLUTION**

§1-13.5-513, C.R.S.

GARDENS AT NORTH CAREFREE METROPOLITAN DISTRICT

EL PASO COUNTY, COLORADO

WHEREAS, the Board of Directors of the District is authorized to cancel the election by resolution and declare candidates elected at the close of business on the sixty-third day before the election to be conducted on May 6, 2025; and

WHEREAS, the Board of Directors has duly certified that there were not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates,

Now, THEREFORE, pursuant to 1-13.5-513, C.R.S., the Board HEREBY cancels the regular election to be conducted on the 6th day of May 2025 by formal resolution; and

THE BOARD DECLARES THE FOLLOWING CANDIDATES ELECTED FOR THE FOLLOWING TERMS OF OFFICE:

Ronald Covington	Tract I The Gardens at North Carefree Filing No 1 Colorado Springs, CO 80922	4 year term
Elizabeth Grace Covington	Tract I The Gardens at North Carefree Filing No 1 Colorado Springs, CO 80922	4 year term
Laureen Deveau	Tract I The Gardens at North Carefree Filing No 1 Colorado Springs, CO 80922	4 year term
Tara Dudley	3852 Vineyard Cir. Colorado Springs, CO 80922	2 year term
Christopher Mikolajczyk	3870 Vineyard Cir. Colorado Springs, CO 80922	2 year term

Signed by: _____ (Board Chair's signature) _____ (Date)

Contact Person for the District: Danielle Daigle-Chavez, District Manager

Telephone Number of the District: (719) 447-1777

Address of the District: 614 N. Tejon St, Colorado Springs, CO 80903

PROCEDURAL INSTRUCTIONS: District may file this form with the Division of Local Government with the Notice of Cancellation (Form SD-11).

Publish and post Notice of Cancellation (form SD-11) to inform the electors of the District.

Must post at all polling places and in the office of the Designated Election Official and the County Clerk and Recorder.

Take director oaths once the election date has passed



GARDENS AT NORTH CAREFREE METROPOLITAN DISTRICT
RESOLUTION DESIGNATING LOCATION TO POST NOTICE

WHEREAS, pursuant to §§24-6-402(2)(c) and 32-1-903(2), C.R.S., notice and, where possible, the agenda of the Gardens at North Carefree Metropolitan District (the “**District**”) Board of Directors (the “**Board**”) meetings at which the adoption of any formal action is to occur or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be posted within the boundaries of the District at least 24 hours prior to each meeting at a location designated at the first regular meeting of each year.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Gardens at North Carefree Metropolitan District as follows:

Notices of meetings (regular, special and work/study session) of the Board required pursuant to §24-6-401, *et seq.*, C.R.S., shall be posted at least 24 hours prior to each meeting at: <https://wsdistricts.co/gardens-at-north-carefree-metropolitan-district/>.

In the event of an exigent or emergency circumstance such as a power outage or an interruption in internet service, the District will post notice of public meetings at least 24 hours prior to a meeting at the following physical location within the District at the approximate geographical location: Southeastern corner of Akers Drive and Fallow Lane.

ADOPTED this 15th day of April, 2025.

GARDENS AT NORTH CAREFREE
METROPOLITAN DISTRICT

By _____
Chair

ATTEST:

Secretary





The Gardner Law Office

Robert S. Gardner
1160 Lake Plaza Drive, Suite 102
Colorado Springs, CO 80906

rgardner@rsglaw.net
719-599-7309 O
719-599-0936 F

January 2, 2025

By Electronic Mail
Board of Directors
Gardens at North Carefree Metropolitan District

Re: Proposal for Engagement of Legal Services

Members of the Board:

This letter is a proposal for the engagement of our firm to provide legal advice and representation to Gardens at North Carefree Metropolitan District (the "District") with respect to board governance and special district legal compliance, elections, construction, District financing, contracting, and other general legal matters arising in the operation of the District. Under this engagement, we would expect to provide legal services on a variety of issues as they arise over time and as requested by an authorized representative of the Board.

If engaged, we will bill the District on a monthly basis for all legal services performed by me at the rate of \$400 per hour and for those performed by my associate attorney Laura Gardner at a rate of \$300 per hour or my contract associate attorney Jak Pattamasaevi, also at a rate of \$300 per hour. In instances where it is necessary for multiple attorneys to be present for a meeting or other activity, we will cap the hourly billing rate at \$475 per hour. We may also use the services of a paralegal assistant working under attorney supervision for legal research, drafting, and other tasks associated with this engagement at an hourly billing rate of \$175. Additionally, the District is responsible for costs and disbursements related to the representation. Such costs and disbursements include, for example, the following: out of area travel expenses, extraordinary photocopying, and express delivery services. An additional charge of one and a half percent may be added for all balances that remain unpaid beyond thirty days.

We would anticipate that most of the services performed under this engagement would be performed by either Jak or Laura, with assistance and review by me when appropriate. This will ensure that services are performed in the most economic manner, taking account of the necessary skill set and experience level.

As we are familiar with the District as an established organization, we will not require a retainer at the time of the engagement. However, we reserve the right to request a retainer in the event any particular tasking appears to be protracted or any balance remains unpaid for more than thirty days. Any future retainer amounts will be deposited in our firm trust account and we will bill against the retainer balance as fees and costs are incurred. In the event any funds remain after the completion of our engagement, these will be returned to the District at the end of the engagement.

In the event of our engagement, we look forward to a productive and beneficial attorney-client relationship with the District. However, if at any time the District wishes to do so, it may terminate our services subject to any applicable requirements for withdrawal of counsel imposed by a tribunal. As counsel, we also reserve the right to withdraw from the representation for failure to make timely payment of fees, costs, and disbursements in accordance with the fee arrangement described in this letter or for any other reason permitted by the applicable rules of professional conduct.

We will maintain files on all work performed for the District throughout our engagement. If in the future the District terminates this engagement, we will retain the legal files for a period of ten years after we complete our engagement. At the expiration of the ten-year period, we will destroy these files unless the District notifies us in writing that it wishes to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

We commit to represent the District zealously consistent with the ethical rules applicable to the legal profession. To that end, we encourage open communications between the Board and our firm to ensure that we are providing highly professional services in the most economic manner appropriate to the circumstances. We also invite your inquiry at any time should the Board have questions concerning our advice, representation, or billing.

This letter has outlined the proposed terms of our engagement. If the Board chooses to engage our firm, we anticipate providing the District with a confirming engagement letter based upon these basic terms at the hourly rates stated.

We are pleased that the Board has chosen to consider our firm for this engagement. If selected, we are committed to working with you to ensure that the District thrives.

Sincerely,



Robert S. Gardner





LMI COLORADO

Landscape Management Agreement

GARDENS AT NORTH CAREFREE METRO DISTRICT

Prepared by
Cole Reynolds

GARDENS AT NORTH CAREFREE METRO DISTRICT
Landscape Maintenance Agreement

Thank you for giving **LMI Colorado**. (“LMI Colorado”) the opportunity to provide you (“Owner/Client” or “Client”) with services for your property as described herein (“Property”). We have built our company on a commitment to excellence, and it is our goal to provide outstanding quality service that consistently exceeds your expectations.

LMI Colorado agrees to furnish all horticultural supervision, labor, equipment, materials, and transportation necessary to maintain the Property, as set forth in the Specifications for Landscape Management Services marked **Exhibit "A"** (“Landscape Maintenance Services”), and pursuant to the General Terms and Conditions, marked **Exhibit "B"**. Additional services, as approved by Client, will be billed as per the established rates provided in **Exhibit "C"** (altogether, the “Agreement”).

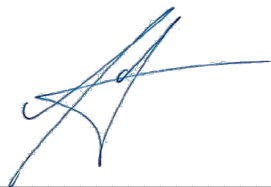
LMI Colorado reserves the right to withdraw this proposal for Services for any reason whatsoever before the acceptance thereof. This proposal shall be considered withdrawn unless the signed acceptance of this proposal is received within sixty (60) days of the date of this document.

We would very much appreciate the opportunity to serve as your landscape professionals. If this proposal meets your needs, please sign below, and **initial each exhibit** where indicated. Please return one fully executed original to our office. We have provided two copies of the proposal so that you may retain a copy for your records.

Respectfully Submitted,

LMI Colorado

By:



Sean Lynam, President, LMI Colorado

LMI COLORADO2705 Capital Dr
Colorado Springs, CO 80939**PROPOSAL**

Proposal Number	34027
Date	04/03/25
Sales Rep	Cole Reynolds

Property AddressGARDENS AT NORTH CAREFREE METRO
DISTRICT
3791 Vineyard Circle
CO Springs, CO 80922**Gardens at North Carefree Maint 2025****Fixed Payment Services**

Description	Frequency	Cost per Occ.	Annual Cost
CLEAN UPS			
Spring Clean	1	\$561.29	\$561.29
Fall Clean	1	\$935.48	\$935.48
LAWN CARE			
Weekly Maintenance	26	\$232.99	\$6,057.74
Pre Emergent - Beds	1	\$156.35	\$156.35
Turf Pre Emergent	1	\$369.75	\$369.75
Post Emergent Spray	2	\$403.63	\$807.26
Fertilization	1	\$658.80	\$658.80
Aeration	1	\$365.39	\$365.39
Winter Policing		\$0.00	\$0.00
Native Beauty Bands	2	\$37.42	\$74.84
Native Grass Areas			
Native Mowing	4	\$74.84	\$299.36
Native Weed Control	4	\$82.69	\$330.76
SHRUB AREAS			
Shrub Pruning	1	\$561.29	\$561.29
TREE AREAS			
Tree Pruning	1	\$112.26	\$112.26
IRRIGATION SYSTEMS			
Irrigation Activation	1	\$94.95	\$94.95
Irrigation Winterization	1	\$189.84	\$189.84
Irrigation Weekly Inspections	18	\$47.48	\$854.64
Annual Maintenance Price			\$12,430.00

Optional Services

Initial next to optional services you would like added to your contract.	Frequency	Cost per Occ.	Annual Cost
_____ Dog Stations		\$0.00	\$0.00

Payment Schedule

Schedule	Total Price
April	\$1,775.71
May	\$1,775.72
June	\$1,775.71
July	\$1,775.72
August	\$1,775.71
September	\$1,775.72
October	\$1,775.71
	<hr/>
	\$12,430.00



LMI COLORADO

EXHIBIT A**LANDSCAPE MAINTENANCE SERVICES****Spring Clean****Spring Clean:**

1. Pine needles and other debris will be removed from landscaped areas one (1) time in April/May
2. Perennial grasses will be cut back to approximately six (6) inches to promote new growth in the Spring.
3. Pruning of dead wood and removal of dead plants is not included but is available at T&M rates.

Fall Clean**FALL CLEANUP/LEAF CLEANUP**

1. Leaf removal will occur in all common areas including planting beds and shrubs initially in October with an additional cleanup in November depending on contract term dates and when the majority of the leaves have fallen.
2. Pine needles will be removed during fall cleanup.
3. Pruning of dead wood and removal of dead plants is not included but is available at T&M rates.

Weekly Maintenance**TURF MAINTENANCE****1. – MOWING**

- a. Turf areas will be mowed every 7-10 days during the active growing season (May – September) at an approximate height of two-and-one half inches (2 ½) to three-and-one half inches (3 ½) depending on weather conditions. All Turf areas will be mowed a minimum of one time during the less active growing season (April and October)
- b. Grass clippings are to be mulched on site. Areas that have large or excessive clippings will be gathered or distributed throughout the property. Should clippings need to be removed a charge may be assessed to the property.
- c. Mowing services may be postponed until the next routine service date if area(s) conditions are considered unsafe because the area is under construction, contains excessive water, storm debris, has a large concentration of pet feces, or areas that are in use by children or residents.

2. – EDGING

- a. All walks, driveway, curb lines, and drain pans adjacent to turf areas will be trimmed with a steel-bladed edger monthly.

3. – TRIMMING

- a. The perimeter of grassed areas around curbs, steps, utility boxes, and fences will be trimmed to keep a well-groomed appearance.

4. – BLOWING

- a. Breezeways, walkways, and drain pans adjacent to turf areas will be blown at time of service. Curb lines, rock/mulch beds not included within weekly service and will be billed at the T&M Rates.

WEEDING BED AREAS

1. All bed areas will be policed weekly for Weeds. Any weeds three (3) inches or more in height will be hand pulled, less than 3" weeds will be sprayed with a non-selective herbicide.

GENERAL CLEANUP

1. Debris, trash, and paper will be policed and removed weekly from the *maintained landscape* areas throughout the contract period. Storm debris or other acts of mother nature are not included within this scope of work and will be billed at the hourly rates as outlined in "Exhibit A" attached hereto.

PRUNING

1. Safety-related pruning will be performed up to a height of 10 feet to remove low-hanging branches that present a hazard to pedestrian or vehicular traffic. Pruning of trees over

10 feet in height is available at an additional cost.

Pre Emergent - Beds

A blanket pre-emergent will be applied to turf, beds, rock, and mulch areas in March or April to help prevent weed germination.

Turf Pre Emergent

A blanket pre-emergent will be applied to turf, beds, rock, and mulch areas in March or April to help prevent weed germination.

Post Emergent Spray

Post-Emergent herbicide will be applied three (3) times to turf areas. Grassy weeds such as crabgrass, goose grass, and cheat grass are not controlled by typical broadleaf herbicides and are not included as a part of this agreement.

Fertilization

Irrigated turf areas will be fertilized one (1) time a season during the active growing season with a high quality slow-release fertilizer, beginning in March. In order to keep the turf in a healthy green appearance. Additional fertilizations can be performed upon signed proposal.

Aeration

All irrigated turf areas will have one (1) core aeration in the spring. Care will be taken to avoid damage to the sprinkler system. In the event an additional aeration is requested a proposal will be submitted and approved prior work to commencing.

Winter Policing

Landscaped areas will be policed for trash and debris on a weekly base November - March

Native Beauty Bands

Native Mowing

1. When the vegetation reaches a height of six inches (6).
2. Buffer zones around turf areas, sidewalks, fence lines will be mowed monthly.
3. Native area fertilization and weed control *is not* encompassed with in scope of service.

Native Weed Control

Shrub Pruning

1. Esthetic pruning will be performed consistent with reasonable industry standards to provide a well maintained appearance. Evergreen shrubs and Non-Flowering shrubs will be pruned during the growing season.
2. Nuisance pruning adjacent to walks and /or drives will be pruned in a manner that will prevent branches from impeding walks and/or drives.
3. Flowering shrubs will be pruned once in the fall or after their bloom cycle.
4. Trees along sidewalks and drive lanes will have clearance pruning up to 10' in height done on an as needed base within this scope of work. Any additional tree pruning is outside this scope of work.
5. Structural, deadwood, renewal, or corrective pruning is not encompassed within this scope of service. These services are available upon signed approval.

Tree Pruning

Irrigation Activation

The irrigation system shall be activated March or April as weather conditions permit. Any necessary repairs or improvements to the system shall be brought to the Owner's attention. Such work shall be done after approval by the Owner and will be billed at T&M rates.

Irrigation Winterization

All systems will be drained and winterized in October or when weather conditions allow by forcing water out of all irrigation lines with compressed air.

Irrigation Weekly Inspections

IRRIGATION SYSTEM MANAGEMENT

1. Irrigation repairs will be billed at T&M rates. This includes raising and lowering heads, clearing of plugged lines, replacement of broken or missing heads, backflow certification, backflow wrapping, valve location, irrigation system audit, or any excavation or system upgrades.
2. Irrigation system repairs shall be performed as needed at the hourly rates as outlined in Exhibit "A" attached here to plus materials and additional equipment if needed. The Client agrees the Contractor shall immediately perform irrigation repairs that do not exceed \$500.00 per occurrence. In the event the repairs is estimated to exceed the agreed upon a proposal will be submitted for approval prior work starting.

Optional Services

Dog Stations

All pet waste stations & trash waste stations will be emptied weekly throughout the agreement period. The Property will provide LMI Landscapes with all bags. Should LMI Landscapes provide the bags they will be billed at the T&M rates.



LMI COLORADO

EXHIBIT B
GENERAL TERMS AND CONDITIONS

THIS AGREEMENT IS MADE THE 4/3/2025 5:12:10 PM AND BETWEEN LMI COLORADO, (HEREINAFTER "CONTRACTOR") AND CLIENT NAME C/O MANAGEMENT COMPANY OR PARENT COMPANY (HEREINAFTER "AGENT/OWNER").

PURPOSE OF AGREEMENT

THE PURPOSE OF THIS AGREEMENT IS TO STATE THE TERMS AND CONDITIONS UNDER WHICH CONTRACTOR WILL PROVIDE LANDSCAPE MAINTENANCE FOR THE FOLLOWING PROPERTY:

GARDENS AT NORTH CAREFREE METRO DISTRICT

3791 Vineyard Circle

CO Springs CO 80922

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

- (1) CONTRACTOR AGREES TO PERFORM THE LANDSCAPE MAINTENANCE SERVICES AS SET FORTH ON EXHIBIT 'A' ATTACHED HERETO.
- (2) CONTRACTOR WILL FURNISH ALL MATERIALS AND EQUIPMENT NECESSARY TO PERFORM THE FOREGOING SERVICES.
- (3) OWNER AGREES TO PAY CONTRACTOR, ON OR BEFORE THE DATES SHOWN BELOW, THE CONTRACT PRICE FOR THE PERFORMANCE OF THE SERVICES TO REPRESENT CONTRACTOR'S COMPENSATION FOR THE SERVICES RENDERED HEREUNDER OVER FULL TERM OF THIS CONTRACT.

PAYMENT OF CONTRACT PRICE WILL BE PAID ON THE ATTACHED PAYMENT SCHEDULE. THE FIRST INSTALLMENT BEING DUE AND PAYABLE THIRTY (30) DAYS AFTER 4/1/2025 12:00:00 AM.

EQUAL INSTALLMENTS ARE DUE AND PAYABLE ON THE FIRST DAY ON EACH SUCCEEDING MONTH THEREAFTER UNTIL THE CONTRACT PRICE IS PAID IN FULL. ALL PAYMENTS ARE DUE AND PAYABLE IN ADAMS COUNTY, COLORADO.

- (5) THE TERM OF THE AGREEMENT SHALL BE FROM 4/1/2025 12:00:00 AM TO 10/31/2025 12:00:00 AM THIS AGREEMENT MAY NOT BE TERMINATED DURING SAID TERM WITHOUT THE WRITTEN NOTICE TO THE OTHER PARTY. (SEE SECTION 11).

(6) OWNER HAS A DUTY TO INSPECT THE PROPERTY DESCRIBED HEREIN WITHIN THREE (3) DAYS AFTER EACH DAY ON WHICH ANY OF THE SERVICES DESCRIBED ON SCHEDULE OF SERVICES HAVE BEEN COMPLETED BY CONTRACTOR. IF ANY SUCH WORK IS IMPROPERLY PERFORMED, WRITTEN NOTICE OF SAME SHALL BE GIVEN TO CONTRACTOR WITHIN FIVE (5) DAYS FROM COMPLETION OF THE SERVICES. CONTRACTOR SHALL HAVE FIFTEEN (15) DAYS TO REPAIR OR CORRECT SUCH WORK AT NO ADDITIONAL COST TO OWNER. OWNER'S FAILURE TO PROPERLY NOTIFY CONTRACTOR OF NONCOMPLIANCE OF ANY WORK CALLED FOR UNDER THIS CONTRACT SHALL CONSTITUTE A WAIVER OF ANY CLAIM OR OFFSET OWNER MAY HAVE IN REGARD TO THE SERVICES RENDERED BY CONTRACTOR UNDER THIS CONTRACT. ANY WORK PERFORMED OUTSIDE EXHIBIT 'A' WILL BE BILLED AT T&M LABOR RATES AS SHOWN IN EXHIBIT 'C' OR PROPOSED WITHIN A SEPARATE PROPOSAL/CONTRACT.

- (7) THIS CONTRACT MAY NOT BE MODIFIED EXCEPT IN WRITING AND SIGNED BY BOTH PARTIES TO THIS AGREEMENT.

(8) IN THE EVENT SERVICES THAT ARE PERFORMED BY CONTRACTOR ARE INTERRUPTED OR DELAYED BY ANY CONDITION DEEMED UNSAFE FROM CONSTRUCTION, EXCESSIVE WATER, STORM DEBRIS, PET FECES, OR AREA IS IN USE BY PEOPLE, THE CONTRACTOR SHALL BE EXCUSED FROM SUCH PERFORMANCE.

(A) ELECTRONIC COMMUNICATION: ALL PROPERTY RELATED SCHEDULE OF SERVICES WILL BE COMMUNICATED ELECTRONICALLY INCLUDING BUT NOT LIMITED TO CHEMICAL PESTICIDES APPLICATIONS.

(9) THE FAILURE OF THE OWNER TO PAY ALL OR ANY PART OF THE ACCRUED PORTION OF THE CONTRACT PRICE AS IS PROVIDED WITHIN TEN(10) DAYS FROM THE DUE DATE SHALL ENTITLE CONTRACTOR, IN ITS SOLE DISCRETION AND WITHOUT NOTICE, TO TERMINATE THE SERVICE PROVIDED BY THIS CONTRACT. INTEREST SHALL ACCRUE AT THE MAXIMUM LEGAL INTEREST RATE ON ANY PAST DUE INSTALLMENTS AS AN ADDITION TO THE CONTRACT.

(10) MISCELLANEOUS PROVISIONS

(A) NOTICE ANY NOTICE TO BE GIVEN HEREUNDER BY EITHER PARTY TO THE OTHER SHALL BE IN WRITING. NOTICE TO AGENT SHALL BE DEEMED SUFFICIENT IF MADE OR ADDRESSED TO: Heather Smith, GARDENS AT NORTH CAREFREE METRO DISTRICT, Heather Smith WSDM614 N. Tejon St. Colorado Springs, CO 80903. CODE AND TO THE CONTRACTOR UPON ACTUAL RECEIPT AT: LMI COLORADO, 8501 QUEBEC ST., COMMERCE CITY, CO 80022

(B) PARTIES BOUND THIS AGREEMENT SHALL BE BINDING UPON AND BENEFIT THE PARTIES HERETO AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS WHERE PERMITTED BY THIS AGREEMENT.

(C) LEGAL CONSTRUCTION IF ONE OR MORE OF THE PROVISIONS CONTAINED IN THIS AGREEMENT SHALL FOR ANY REASON BE HELD TO BE INVALID ILLEGALITY OR UNENFORCEABILITY SHALL NOT EFFECT ANY OTHER PROVISIONS THEREOF AND THIS CONTRACT SHALL BE CONSTRUED AS IF SUCH INVALID ILLEGAL OR UNENFORCEABLE PROVISIONS HAD NEVER BEEN CONTAINED HEREIN.

(D) VENUE SHOULD ANY DISPUTE ARISE BETWEEN THE PARTIES THAT RESULTS IN LEGAL ACTION BEING TAKEN BY EITHER PARTY, THE PARTIES AGREE THAT THE PROPER VENUE OF SUCH ACTION SHALL BE IN ADAMS COUNTY, COLORADO.

(E) ENTIRE AGREEMENT THIS AGREEMENT SUPERSEDES ANY AND ALL OTHER AGREEMENTS EITHER ORAL OR IN WRITING, BETWEEN THE PARTIES WITH RESPECT TO SAID MATTER. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES THAT NO REPRESENTATIONS, INDUCEMENTS, PROMISES OR AGREEMENTS, ORALLY OR OTHERWISE, HAVE BEEN MADE BY ANY PARTY, WHICH ARE NOT EMBODIED HEREIN, AND THAT NO OTHER AGREEMENT, STATEMENT, OR PROMISE NOT CONTAINED IN THIS AGREEMENT SHALL BE VALID OR BINDING.

(F) ASSIGNMENT OF CONTRACT THIS AGREEMENT SHALL NOT BE ASSIGNED BY EITHER PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY.

(G) ATTORNEYS FEES AND COURT COSTS SHOULD EITHER PARTY DEFAULT IN ANY OF ITS OBLIGATIONS HEREUNDER, THE OTHER PARTY SHALL BE ENTITLED TO RECOVER (IN ADDITION TO OTHER DAMAGES HEREIN PROVIDED) REASONABLE ATTORNEYS FEES AND COURT COSTS IN ADDITION TO ANY OTHER RELIEF WHICH MIGHT BE AWARDED.

(11) THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY BY PROVIDING THE OTHER PARTY THIRTY (30) DAYS WRITTEN NOTICE. UPON TERMINATION BY OWNER, CONTRACTOR SHALL BE ENTITLED TO PAYMENT EQUAL TO THE AMOUNT, IF ANY, BY WHICH THE TOTAL UNIT COSTS FOR SERVICES RENDERED THROUGH TERMINATION EXCEEDS THE AMOUNT PAID UNDER THIS AGREEMENT. CONTRACTOR AGREES TO ACCEPT SUCH SUM AS FINAL PAYMENT AND NOT AS A PENALTY IN THE EVENT OF TERMINATION AS SET FORTH ABOVE.

(12) UPON ACCEPTANCE BY CONTRACTOR THE PARTIES HERETO SHALL BE CONTRACTUALLY BOUND AND SHALL BE ENTITLED TO AND RESPONSIBLE FOR ANY AND ALL RIGHTS AND OBLIGATIONS HEREIN CREATED.

(13) RIGHT TO RENEW AT THE END OF THE TERM OF THIS CONTRACT, CONTRACTOR MAY RENEGOTIATE WITH OFFICERS OR AGENTS OF OWNER, THE TERMS AND CONDITIONS TO RENEW THIS CONTRACT.



LMI COLORADO

EXHIBIT C

TIME & MATERIALS PRICING

Landscape Season Time & Materials Rates

2025 Labor Rates

\$110.00 per hour, Project Manager

\$90.00 per hour, Foreman

\$68.00 per hour, General Labor

\$68.00 per hour, General Labor with equipment

\$175.00 per hour, Native Mowing

\$80.00 per hour, Irrigation Technician

\$70.00 per hour, Irrigation Technician Helper

\$160.00 per hour, Skid Steer and Operator

\$135.00 per hour, Trencher and Operator

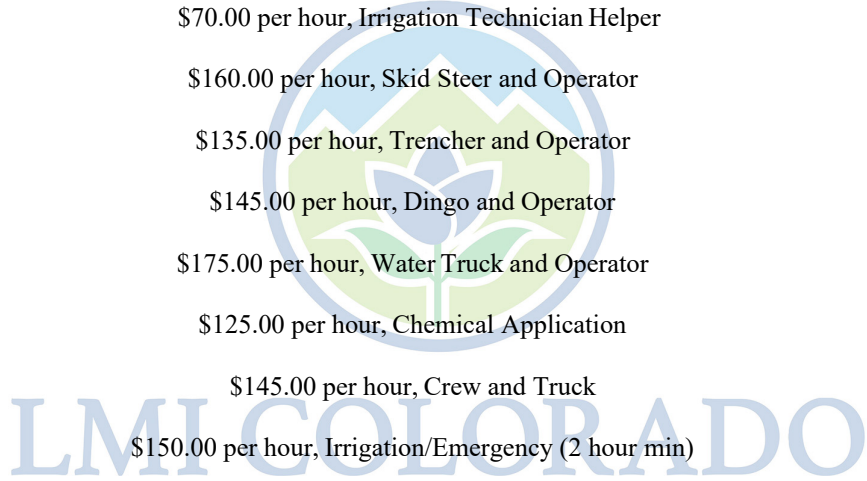
\$145.00 per hour, Dingo and Operator

\$175.00 per hour, Water Truck and Operator

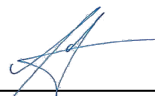
\$125.00 per hour, Chemical Application

\$145.00 per hour, Crew and Truck

\$150.00 per hour, Irrigation/Emergency (2 hour min)



- Disposal fees, and material costs are additional charges and will be added to invoice as applicable.
- All services have a one-hour minimum charge. All time will be rounded to the nearest ½ hour.
- Mobilization costs will vary on each project and have not been included within the above rates.
- Overtime rates are calculated at one and a half the above rates.
- Emergency calls are defined as non-standard contractual services, holidays, and any calls after or before business hours which are Monday – Friday 8:00 am to 5:00 pm.


 Sean Lynam
 President

4/3/2025
 Date

Client Signature
 GARDENS AT NORTH
 CAREFREE METRO
 DISTRICT

Date