VISTAS AT WEST MESA METROPOLITAN DISTRICT

Special Board Meeting

Tuesday, April 29, 2025 at 11:00 a.m.

Via Teleconference

https://video.cloudoffice.avaya.com/join/918472376

Phone: (213) 463-4500 / Meeting ID: 918472376

Board of Directors	Title	Term
Jeff Powles	President	May 2027
Ryan Teater	Vice President	May 2025
Thomas Pucciano	Treasurer/Secretary	May 2025
Hannah Buzzell	Member at Large	May 2027*
Vacant	Member at Large	May 2027

** This seat will be a 2-year term at the May 2025 Election.*

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 District. 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 Board. Any item may be removed from the Consent Agenda upon request of any Board member.
    a. Approval of Board Meeting Minutes from February 26, 2025 **(enclosure)**
    b. Payment of Claims for February 26, 2025 through April 11, 2025 **(enclosures)**
    c. Unaudited Financial Statements as of March 31, 2025 **(enclosure)**

6. Legal Matters
    a. Update on May Election Matters

7. Financial Matters
    a. Consider Approval of Brightview Contract Renewal for Landscape and Snow Removal Services **(enclosure)**
    b. Consider Approval of Task Order No. 3 for Cost Certification Services from Independent District Engineering Services **(enclosure)**

8. Adjournment – Next Board Meeting is scheduled for July 11, 2025 at 11:00 a.m.

WSDM
DISTRICT MANAGERS

MINUTES OF THE SPECIAL MEETING
OF THE BOARD OF DIRECTORS
VISTAS AT WEST MESA METROPOLITAN DISTRICT
February 26, 2024, AT 3:00 p.m.

Pursuant to posted notice, the special meeting of the Board of Directors of the Vistas at West Mesa Metropolitan District was held on Wednesday, February 26, 2025, at 3:00 p.m., via video teleconference.

In attendance were Directors:
Jeff Powles, President
Thomas Pucciano, Treasurer / Secretary
Hannah Buzzell, Assistant Secretary

Also, in attendance were:
Heather Smith, WSDM
George Rowley, White Bear Ankele, Tanaka, Waldron

1. Call to Order/Declaration of Quorum: The meeting was called to order at 3:07 p.m. by President Powles and a quorum was confirmed as present.

2. Conflict of Interest Disclosures: Ms. Smith indicated that a quorum of the Boards 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. Mr. Rowley informed the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. Rowley 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 the Agenda: President Powles moved to approve the Agenda as presented; seconded by Director Pucciano. The motion passed unanimously.

4. Acknowledgement of Board Member Resignations and Consideration of Appointment to Vacancies:
    a. Consider Election of Officers: President Powles moved to appoint Ryan Teater to the vacant seat and to elect Director Teater to serve as Vice President; seconded by Director Buzzell. The motion passed unanimously.

5. Public Comment: Pamela Reeves and Tom & Mary Trexler were present to observe and address the Board.

6. Consent Agenda: Ms. Smith introduced the items on the Consent Agenda and presented an overview of the current Financial Statements. After review, President Powles moved to approve the Consent Agenda as presented; seconded by Director Pucciano. The motion passed unanimously.

a. Approval of Board Meeting Minutes from November 8, 2024
b. Approval of Annual Townhall Meeting Minutes from November 8, 2024
c. Payment of Claims for November 8th, 2024 through February 26, 2025
d. Unaudited Financial Statements as of January 31, 2025
e. Adoption of Resolution Establishing Posting Location

7. Legal Matters:
    a. Discussion Regarding Update on Regular District Election: Mr. Rowley advised that Friday, February 28th is the deadline for Self-Nominations for the May Election and no Self-Nomitation Forms had been received to-date. President Powles will submit the Developer forms today.

8. Financial Matters:
    a. Consider Approval of 2024 Audit Engagement: President Powles moved to approve the 2024 Audit Engagement with BiggsKofford; seconded by Director Buzzell. The motion passed unanimously.

9. Adjournment: President Powles moved to adjourn the meeting at 3:25 p.m.; seconded by Director Buzzell. Motion carried unanimously.
    a. The next Regular Board Meeting will be held April 10, 2025, at 11:00 a.m.

Respectfully Submitted,

_____
By: President

THESE MINUTES ARE APPROVED AS THE OFFICIAL FEBRUARY 26, 2025 SPECIAL MEETING MINUTES OF THE VISTAS AT WEST MESA METROPOLITAN DISTRICT.

WSDM
DISTRICT MANAGERS

Vistas At West Mesa Metropolitan District

PAYABLES

3/18/2025

GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
BrightView	9251098	2/17/2025	$ 2,579.76	
BrightView	9275498	2/27/2025	$ 716.60	
HBS	FR5137837	2/28/2025	$ 1,246.06	
White Bear Ankele Tanaka & Waldron	39860	2/28/2025	$ 3,334.10	
WSDM District Managers	685	2/28/2025	$ 3,285.55	
TOTAL			**$ 11,162.07**	

DEBT SERVICE FUND ACCOUNT

BOKF, NA	31025	3/10/2025	$ 49,321.66	February Pledged Revenue
		TOTAL	$ 49,321.66	

TOTAL FOR ALL FUNDS **$ 60,483.73**

_____, President

Bank Balance	69,058.66
Current Payables	(60,483.73)
Bank Balance After Payables	8,574.93

Vistas At West Mesa Metropolitan District

PAYABLES

4/7/2025

GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
BrightView	9307162	3/26/2025	$ 501.62	
Colorado Spring Utilities	6085939200-033125	3/31/2025	$ 25.48	
White Bear Ankele Tanaka & Waldron	40371	3/31/2025	$ 4,651.28	
WSDM District Managers	714	3/31/2025	$ 2,133.95	
TOTAL			**$ 7,312.33**	

TOTAL FOR ALL FUNDS	**$ 7,312.33**
Bank Balance	8,574.93
Current Payables	(7,312.33)
Bank Balance After Payables	1,262.60

, President

WSDM
DISTRICT MANAGERS

Vistas At West Mesa Metro District
Balance Sheet
As of March 31, 2025

	Mar 31, 25
ASSETS	
Current Assets	
Checking/Savings	
Alliance Association Bank	14,468.09
Eastern Colorado Bank	
Reserve Account	5,000.00
Eastern Colorado Bank - Other	3,574.93
Total Eastern Colorado Bank	8,574.93
BOK 2023 Project Fund	41,654.97
BOK 2023 Bond Fund	56,043.08
Total Checking/Savings	120,741.07
Accounts Receivable	
Accounts Receivable	17,472.48
Total Accounts Receivable	17,472.48
Other Current Assets	
Property Tax Receivable	118,011.34
Total Other Current Assets	118,011.34
Total Current Assets	256,224.89
Fixed Assets	
Capital Assets	1,025,518.00
Total Fixed Assets	1,025,518.00
TOTAL ASSETS	**1,281,742.89**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	7,313.21
Total Accounts Payable	7,313.21
Other Current Liabilities	
Deferred Prop Tax Rev	118,011.34
Prepaid Assessment	14,018.92
Total Other Current Liabilities	132,030.26
Total Current Liabilities	139,343.47
Long Term Liabilities	
Series 2023 Bond	2,635,000.00
Total Long Term Liabilities	2,635,000.00
Total Liabilities	2,774,343.47
Equity	
Retained Earnings	-1,553,628.55
Net Income	61,027.97
Total Equity	-1,492,600.58
TOTAL LIABILITIES & EQUITY	**1,281,742.89**

Vistas At West Mesa Metro 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	0.00	0.00	29,327.00	-29,327.00	0.0%
Transfer & Status Letter Fee	0.00	300.00			
Unit Charges	8,455.67	25,575.86	93,750.00	-68,174.14	27.28%
CY Property Taxes	19,047.53	19,715.33	44,183.00	-24,467.67	44.62%
Specific Ownership Tax	395.42	876.45	3,093.00	-2,216.55	28.34%
Total Income	27,898.62	46,467.64	170,353.00	-123,885.36	27.28%
Expense					
General & Administrative					
Audit	0.00	0.00	10,550.00	-10,550.00	0.0%
Bank Fees	0.00	0.00	20.00	-20.00	0.0%
District Management	2,133.95	8,523.85	42,000.00	-33,476.15	20.3%
Election Expense	1,255.93	2,189.19	3,000.00	-810.81	72.97%
Insurance	0.00	4,653.00	6,000.00	-1,347.00	77.55%
Legal	3,395.35	7,682.72	30,000.00	-22,317.28	25.61%
SDA Dues	0.00	0.00	1,500.00	-1,500.00	0.0%
Treasurer Collection Fee	285.71	295.73	663.00	-367.27	44.61%
Total General & Administrative	7,070.94	23,344.49	93,733.00	-70,388.51	24.91%
Operations					
Contingency	0.00	0.00	18,103.00	-18,103.00	0.0%
Electricity	0.00	0.00	750.00	-750.00	0.0%
Landscape Maintenance					
Irrigation	0.00	0.00	6,000.00	-6,000.00	0.0%
Landscape Maintenance - Other	0.00	0.00	16,500.00	-16,500.00	0.0%
Total Landscape Maintenance	0.00	0.00	22,500.00	-22,500.00	0.0%
Repairs & Maintenance	0.00	0.00	1,000.00	-1,000.00	0.0%
Road - R&M	0.00	0.00	2,000.00	-2,000.00	0.0%
Snow Removal	501.62	10,498.19	6,250.00	4,248.19	167.97%
Stormwater	0.00	0.00	1,141.00	-1,141.00	0.0%
Trash Service	0.00	2,416.49	15,876.00	-13,459.51	15.22%
Utilities	25.48	227.30			
Water	0.00	0.00	4,000.00	-4,000.00	0.0%
Reserve Funding	0.00	0.00	5,000.00	-5,000.00	0.0%
Total Operations	527.10	13,141.98	76,620.00	-63,478.02	17.15%
Total Expense	7,598.04	36,486.47	170,353.00	-133,866.53	21.42%
Net Ordinary Income	20,300.58	9,981.17	0.00	9,981.17	100.0%
Other Income					
Interest Income	0.25	0.47			
Total Other Income	0.25	0.47			
Net Income	**20,300.83**	**9,981.64**	**0.00**	**9,981.64**	**100.0%**

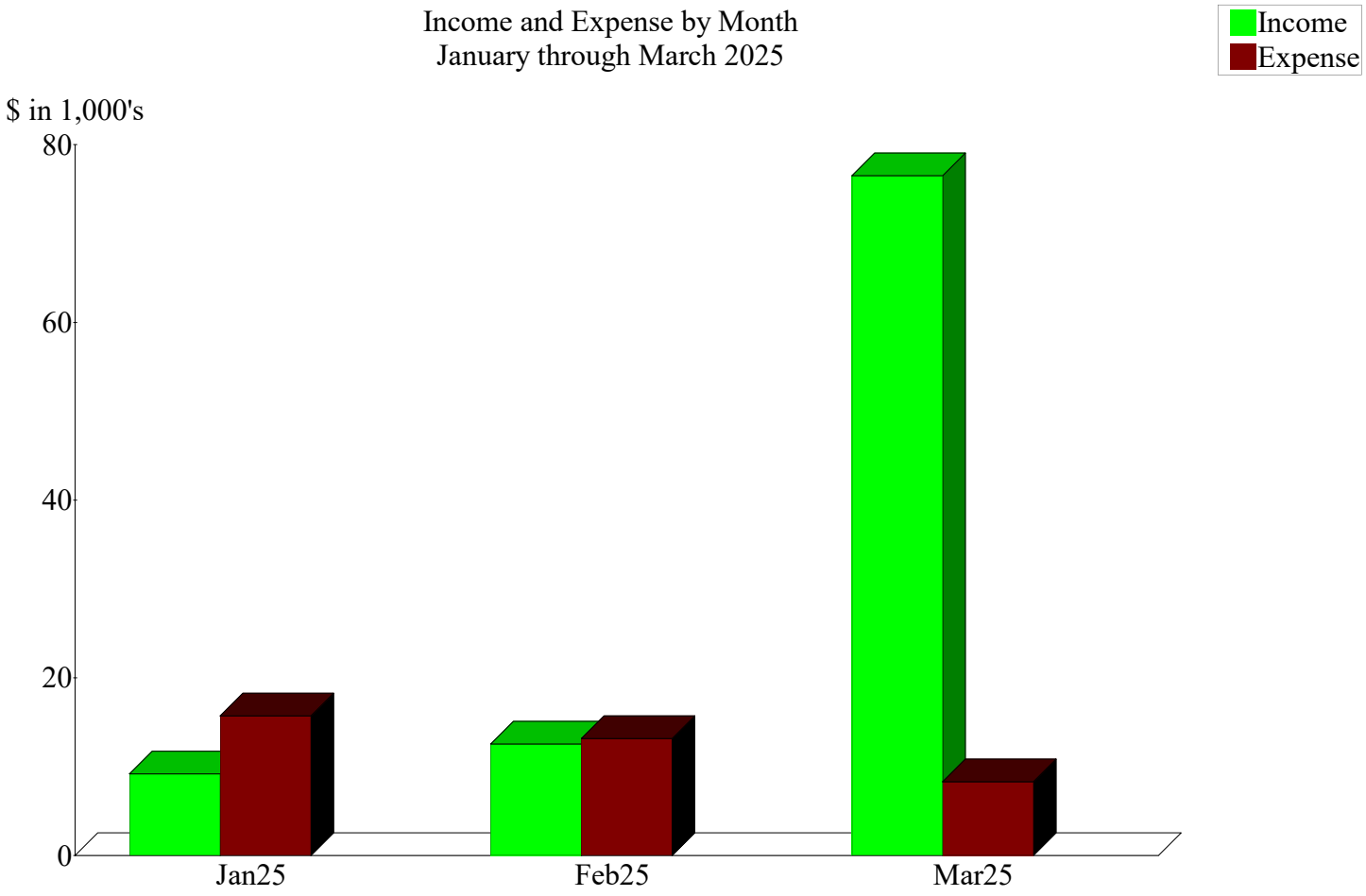
Vistas At West Mesa Metro District
Profit & Loss Budget vs. Actual
January through March 2025
Debt Service Fund

	TOTAL				
	Mar 25	Jan - Mar 25	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
CY Property Taxes	47,618.83	49,288.33	142,832.00	-93,543.67	34.51%
Specific Ownership Tax	988.55	2,191.11	11,427.00	-9,235.89	19.18%
Total Income	48,607.38	51,479.44	154,259.00	-102,779.56	33.37%
Expense					
General & Administrative					
Treasurer Collection Fee	714.29	739.33	2,142.00	-1,402.67	34.52%
Total General & Administrative	714.29	739.33	2,142.00	-1,402.67	34.52%
Bond Expense					
Interest Expense	0.00	0.00	114,137.00	-114,137.00	0.0%
Trustee Fees	0.00	0.00	3,500.00	-3,500.00	0.0%
Total Bond Expense	0.00	0.00	117,637.00	-117,637.00	0.0%
Total Expense	714.29	739.33	119,779.00	-119,039.67	0.62%
Net Ordinary Income	47,893.09	50,740.11	34,480.00	16,260.11	147.16%
Other Income/Expense					
Other Income					
Interest Income	10.36	47.84			
Total Other Income	10.36	47.84			
Net Other Income	10.36	47.84			
Net Income	**47,903.45**	**50,787.95**	**34,480.00**	**16,307.95**	**147.3%**

Vistas At West Mesa Metro District
Profit & Loss Budget vs. Actual
January through March 2025
Capital Projects Fund

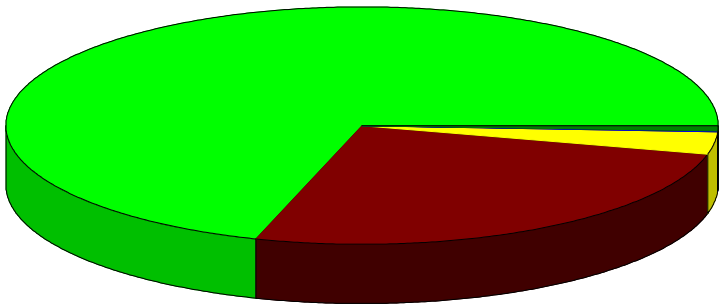
	TOTAL	
	Mar 25	Jan - Mar 25
Other Income/Expense		
Other Income		
Interest Income	118.69	387.43
Total Other Income	118.69	387.43
Net Other Income	118.69	387.43
Net Income	**118.69**	**387.43**

Income and Expense by Month
January through March 2025



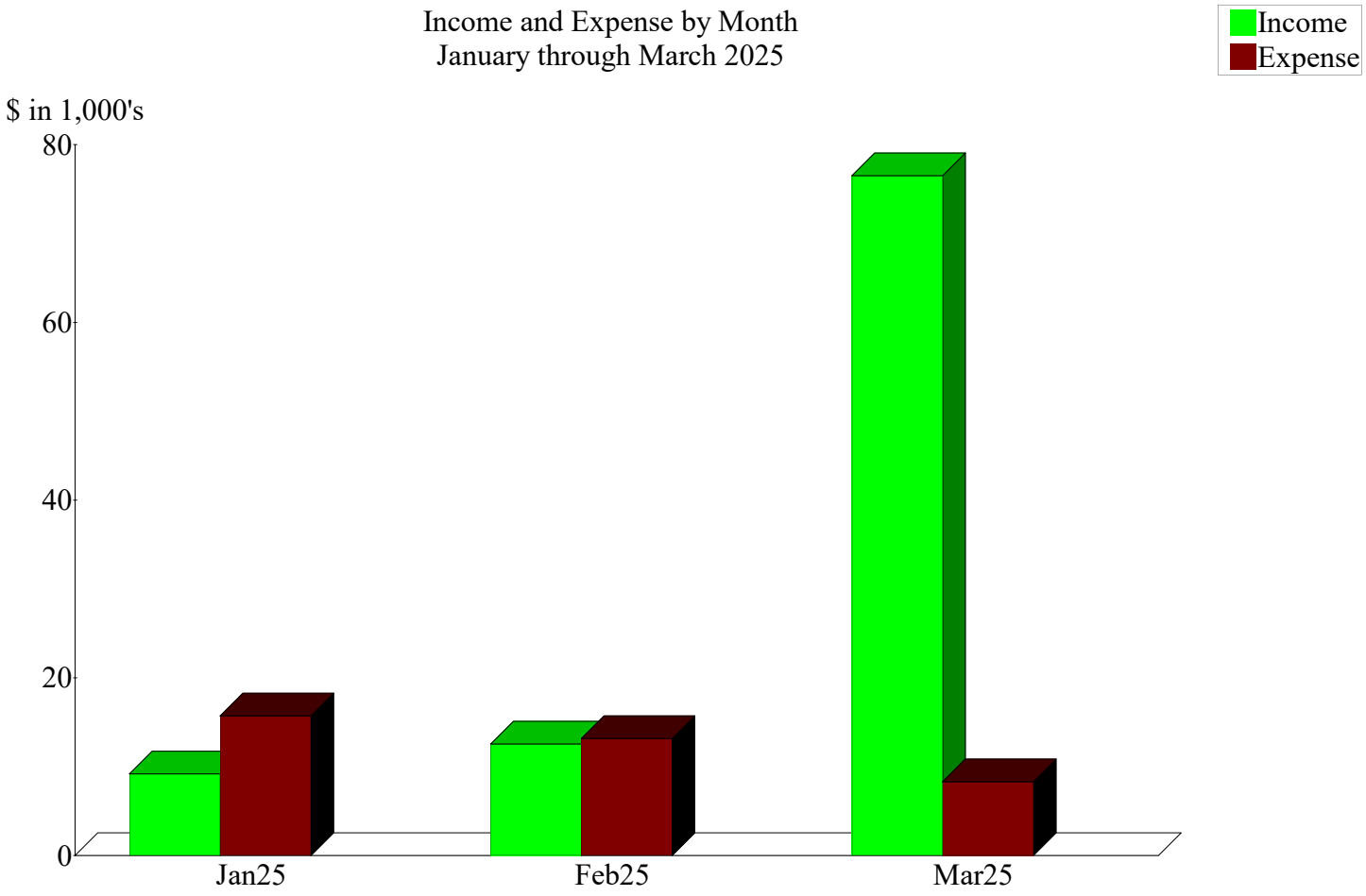
Income Summary
January through March 2025

CY Property Taxes	70.23%
Unit Charges	26.03
Specific Ownership Tax	3.12
Interest Income	0.31
Transfer & Status Letter Fee	0.31
Total	$98,253.77



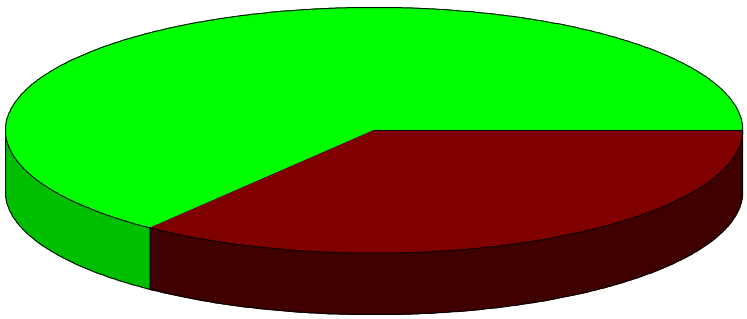
By Account

Income and Expense by Month
January through March 2025



Expense Summary
January through March 2025

General & Administrative	64.70%
Operations	35.30
Total	$37,225.80



By Account

WSDM
DISTRICT MANAGERS

INDEPENDENT CONTRACTOR AGREEMENT
2024 LANDSCAPE MAINTENANCE AND SNOW REMOVAL

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the "**Agreement**"), is entered into as of the 1st day of May, 2024, by and between VISTAS AT WEST MESA METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"), and BRIGHTVIEW LANDSCAPE SERVICES, INC, a Delaware limited liability corporation (the "**Contractor**"). The District and the Contractor are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq*., C.R.S. for the purpose of constructing, financing, operating, and maintaining certain public facilities and improvements for itself, its taxpayers, residents, and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire, and retain agents, employees, engineers, and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill, and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "**Services**"): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement

(including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of May 1, 2024 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) December 31, 2024. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents, or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information, which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment, and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the

standards of care, skill, and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has complied and will continue to comply with all Laws while providing Services under this Agreement. "**Laws**" means: (i) federal, state, county, and local or municipal body or agency laws, statutes, ordinances, and regulations; (ii) any licensing, bonding, and permit requirements; (iii) any laws relating to storage, use, or disposal of hazardous wastes, substances, or materials; (iv) rules, regulations, ordinances, and/or similar directives regarding business permits, certificates, and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws; and (vii) rules and regulations of the Colorado Department of Public Health and Environment..

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant, or employee of the District. Review, acceptance, or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions, or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the

District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("**W-9**"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:

i. An itemized statement of the Services performed.

ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory, and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income, or other tax contributions, insurance contributions (e.g. FICA taxes),

workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits, or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. EQUAL OPPORTUNITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees, and agents is required for Commercial General Liability and workers' compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information, or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance, and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement, nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents, or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files, and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's, or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through, or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers, and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed and/or materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents, or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth

in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities, or obligations under this Agreement . The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days' prior written notice to the District and by the District by giving the Contractor thirty (30) days' prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors, or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees, and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants, and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the

non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District:	Vistas at West Mesa Metropolitan District c/o Walker Schooler District Managers 614 N. Tejon St. Colorado Springs, CO 80903 Attention: Heather Smith Phone: (719) 447-1777 Email: heather.s@wsdistricts.co
With a Copy to:	WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Attention: George M. Rowley, Esq. Phone: (303) 858-1800 E-mail: growley@wbapc.com
Contractor:	Brightview Landscape Services, Inc. 7357 Cole View Colorado Springs, CO 80915 Attention: Cole Reynolds Phone: (719) 331-4773

Email: cole.reynolds@brightview.com

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll, and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements, or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

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

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act

in a timely manner, or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement, or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq*., C.R.S.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void, or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.

31. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is

the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq*., C.R.S.

33. WARRANTY AND PERMITS. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the "**Work**") will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. All materials are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

a. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor's guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

b. Prior to final payment for any Services involving Work, and at any time thereafter but before the final inspection, as set forth below, the Contractor and the District shall, at the request of the District, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit B** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit B**, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. The Contractor agrees to correct or replace the defective Work within a reasonable time, as agreed to by the Parties, but in no event later than thirty (30) calendar days from the date of notice from the District, unless otherwise agreed to by the District.

c. The Contractor agrees that if warranty issues appear before payment has been made under this Agreement, the District may withhold payment until such warranty issues are resolved to the District's satisfaction. If repair or replacement of any warranty or defective Work is not made by the Contractor promptly upon request by the District as set forth in this Agreement, in addition to any other remedy, the District may withhold any payment the District may owe to the Contractor, including payments under other contracts or agreements related or unrelated to the Work and Services.

d. The Contractor shall promptly notify the District of any Work, whether by the Contractor, its subcontractors or any third parties, which the Contractor believes to be defective or not conforming with this Agreement.

e. The Contractor shall, at its expense, obtain all permits, licenses, and other consents required from all governmental authorities, utility companies, and appropriate parties under any restrictive covenants in connection with the Work. The Contractor shall comply with all the terms and conditions of all permits, licenses, and consents.

f. At or around eleven (11) months, but no more than one (1) year, after the completion and acceptance of the Work, the Contractor and the District shall, at the request of the District, conduct a final inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit B** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit B**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. In the event the Contractor does not correct or replace the defective Work within thirty (30) calendar days from the date of notice from the District, or within such other reasonable time as agreed to by the Parties, the District may correct or replace the defective Work and the Contractor shall reimburse the District for the related costs and fees.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

DISTRICT:
VISTAS AT WEST MESA METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

Thomas Pinto (May 3, 2024 20:18 MDT)
Officer of the District

ATTEST:

Heather Smith

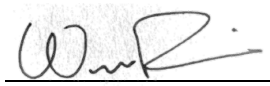
APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

Audrey J. Johnson
General Counsel for the District

District's Signature Page to Independent Contractor Agreement for 2024 Landscape Maintenance and Snow Removal Services with Brightview Landscape Services, Inc, dated May 1, 2024

CONTRACTOR:
BRIGHTVIEW LANDSCAPE SERVICES, Inc, a Delaware limited liability company



Will Pereira
Printed Name

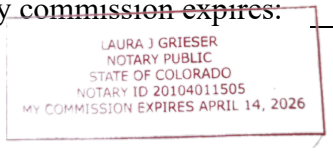
Senior Vice President
Title

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 8th day of May 20 24, by Will Pereira, as the Senior Vice President of Brightview Landscape Services, Inc.

Witness my hand and official seal.

My commission ~~expires~~: April 14, 2026



Notary Public

Contractor's Signature Page to Independent Contractor Agreement for 2024 Landscape Maintenance and Snow Removal Services with Vistas at West Mesa Metropolitan District, dated May 1, 2024

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

Landscaping:

Service	Frequency	Notes
Turf Mowing	26	Mowing of all turf
Native Mow	2	Mowing of all native
String Trim Turf	26	String trim all turf
Gran Fert Liq Pre-E Liq Post-E	3	This is fertilization program, one slow release with spot treatment throughout season.
Aerate Turf	1	Aerate all turf on property
Hard Edge Curbs & Walks	5	Hard edge of sidewalks
Blow/Clean -up	26	Blowing cleanup after each mow
Weed Beds Weekly	26	Weekly bed maintenance
Pre-emerge Beds	1	Weed control for all beds
Fluff/Rake Beds	1	Maintain mulch beds
Spray Beds Post-Emergent	26	Spot spraying of beds weekly
Prune Shrubs	2	Spring/summer prune of all shrubs on property
Prune Ornamental Grasses	1	Prune of ornamental grasses on property at start of season.
Perennial Care	1	ds
Start Up Irrigation	1	Startup of system
Inspect Irrigation	26	Inspect sprinkler heads, look for dry spots and stressed area, check irrigation system as needed.
Winterize Irrigation	1	Blow out of irrigation system
Spring Clean -up	1	Cleanup for spring
Fall Clean Up	2	Removal of leaves and general clean-up of property in fall season.
Police Grounds	26	Police grounds and remove trash
Spray Cracks/Curbs Post emergent	5	Spraying cracks and curbs to prevent weed growth
Travel and Load	29	Travel and unloading time for crew to get to job and get set up
Annual Cost: $10,967.07		Monthly cost 8 months: $1,370.88

Additional Services (Above Contract Cost)	Frequency	Cost
Irrigation Repairs	As Needed	$75 per hour + materials.
Emergency Irrigation Repairs	As Needed	$150 per hour for emergency (after hour) irrigation repairs
Not to Exceed		$600

Snow Removal:

Service Unit/Description	Unit	Minimum Charge	Price
Truck with Plow	Hr	1 Hr	$131.00
Truck with Spreader/Sprayer	Hr	1 Hr	$131.00
Skid Steer	Hr	4 Hrs	$168.00
Back How/Loader less than 3CY	Hr	4 Hrs	$252.00
Hauling/Relocating Snow	Hr	1 Hr	$166.00
Crew Member	Hr	1 Hr	$69.00
Bag Ice Melt	50 Lbs	1 Bag	$54.00
Ice Slicer	Ton	1 Ton	$305.00
Liquid Deicer	Gal	1 Gal	$10.00
Front End Loader	Hr	4 Hr	$321.00
Utility Vehicle / Snowrator	Hr	1 Hr	$115.00
ATV	Hr	1 Hr	$105.00

Landscape Map:

Turf

Rock Bed

Mulch Bed

Native

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.

2. Commercial General Liability Insurance with minimum limits of liability of not less than $2,000,000 per occurrence for bodily injury and property damage liability; $2,000,000 designated location, general aggregate; and $1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury, and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:

   a. premises operations;
   b. personal injury liability without employment exclusion;
   c. limited contractual;
   d. broad form property damages, including completed operations;
   e. medical payments;
   f. products and completed operations;
   g. independent consultants coverage; and
   h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant.

   This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than $1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

4. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

BrightView Landscapes, LLC

is an entity formed or registered under the law of Delaware , has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19981209731 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/29/2024 that have been posted, and by documents delivered to this office electronically through 05/01/2024 @ 13:16:24 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/01/2024 @ 13:16:24 in accordance with applicable law. This certificate is assigned Confirmation Number 15999148 .

Jena Griswold

Secretary of State of the State of Colorado

**********End of Certificate**********

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Brightview Independent Contractor Agreement (2024 Landscaping Maintenanceand Snow Removal) 2024-05-01

Final Audit Report 2024-05-06

Created:	2024-05-03
By:	Heather Smith (heather.s@wsdistricts.co)
Status:	Signed
Transaction ID:	CBJCHBCAABAAL3tlXneE0yuTmkviduDc3RhxmB7ybATb

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WSDM
DISTRICT MANAGERS

VISTAS AT WEST MESA METROPOLITAN DISTRICT
PROFESSIONAL SERVICES AGREEMENT TASK ORDER

AGREEMENT TITLE District Cost Certification Services

AGREEMENT NO. 01 **AGREEMENT DATE** 05/13/22 **TASK ORDER NO.** 03

CONSULTANT Independent District Engineering Services, LLC

TASK ORDER NAME Cost Certification Services

TASK ORDER DATE 03/06/25

BASIS OF COMPENSATION Time and Materials – Charge Rate Schedule

SCHEDULE As Required through 2025

AGREEMENT PRICE

Previously Approved Change Orders/Amendments/Task Orders	$ 35,000.00
Current Task Order Price	$ 15,000.00
Total Agreement Price	$ 50,000.00

AGREEMENT TERMS AND CONDITIONS

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

This Task Order constitutes written assurance by the Metro District that lawful appropriations have been made to cover the cost of the Task Order, pursuant to Section 24-91-103.6, C.R.S.

APPROVAL

Recommended by _____ Date _____

Approved by _____ Date _____

The undersigned agrees to the above terms and conditions:

Independent District Engineering Services. LLC
Consultant

Date

Authorized Agent

Director
Title

Independent District Engineering Services LLC
1626 Cole Blvd, Suite 125
Lakewood, CO 80401
www.idesllc.com

March 6, 2025

Vistas at West Mesa Metropolitan District Board
Attn: George Rowley, Esq.
White Bear Ankele Tanaka & Waldron
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122

VISTAS AT WEST MESA METROPOLITAN DISTRICT COST CERTIFICATION SERVICES PROPOSAL

Independent District Engineering Services, LLC (IDES) is pleased to respond to your request to provide Cost Certification Services for the Vistas at West Mesa Metropolitan District (District) in the City of Colorado Springs, Colorado.

SCOPE OF SERVICES

Cost Certification – IDES will review the documentation provided by the District and Developer to determine the scope of District eligible improvements and the claimed cost for the initial improvements. The District and Developer will provide the following documentation for completed, designed or administrative elements of the project associated with reimbursements:

- Service Plan
- Project Plans
- Plat or Exhibit showing District Tract Ownership and Easements
- ACAD Base Files for Exhibit Development (IDES can coordinate with DOR for this info)
- Other Legal Documents impacting reimbursements or eligibility of improvements
- Accountant Spreadsheets and other accounting tracking information
- Invoices and proofs of payments
- Any additional documentation of services provided and or fees paid that the Client believes would be a District eligible cost.
- Developer/District Reimbursement Agreements
- Developer/Local Jurisdiction Subdivision Improvement Agreements
- Other documents as may be requested or needed
- Contact for District Representative
- Contact for Developer Representative

Based on the information provided, IDES will prepare a cost certification of District eligible improvements and expenditures. Invoices will be reviewed for reasonableness and District eligibility. This information will be used to prepare an Engineer's report for Cost Certification, which will include an exhibit showing the areas on site where improvement costs have been certified. The report will be prepared and signed by a Professional Engineer and will contain all necessary information to satisfy the requirements of the District Service Plan.

Infrastructure Acquisition – IDES will track all the documents required for infrastructure acquisition to make sure the District has all the necessary documents for acceptance and acquisition of the improvements to satisfy the requirements of the Service Plan and the Infrastructure Acquisition and Reimbursement Agreement. Once IDES has verified all the documents have been provided and the improvements are complete and in good condition, IDES will recommend acquisition.

IDES will perform site visits as needed and participate in meetings and conference calls as needed to complete these reports. IDES can also host a kick-off meeting to discuss the documentation requested to ensure the process is efficient.

This proposal is for periodic Cost Certification Reports. While the Not To Exceed recommended in this Report is expected to cover multiple Reports, it should be noted that additional task orders will be necessary as this process goes on.

Aerial Photography – IDES will provide aerial shots unless site is in a restricted airspace per FAA regulations.

Meetings – IDES can participate in project meetings as necessary. Meetings may include District Board meetings, project status meetings, local jurisdiction coordination meetings, construction progress meetings, miscellaneous field meetings and other meetings with project stakeholders as required or requested.

Additional Services – Additional services that are not included in this proposal but can be provided under a separate proposal if desired are listed as an attachment.

FEE

IDES proposes to perform Services on a Time and Materials Basis in accordance with the Charge Rate Schedule below. We will provide services to the District as requested and bill only for the actual time required to complete the services. Based on our experience, a Not to Exceed amount of $15,000.00 should allocate the funds required for the tasks, and any excess funds may be used for additional services.

CHARGE RATE SCHEDULE

Services will be provided on a Labor Time and Expenses basis as provided below. Hourly rates are revised periodically to reflect the current cost for delivery of services and the fees charged for services under this engagement may change without notice. The District agrees that IDES is authorized to perform tasks authorized under this scope of services at the direction of any individual board member.

Billing Rates:
The following Billing Rates shall apply for the Task Order:

Project Administrator	$ 115.00 per hour
Senior Contract Administrator	$ 150.00 per hour
Project Engineer	$ 150.00 per hour
Project Engineer II	$ 155.00 per hour
Project Manager	$ 165.00 per hour
Project Manager II	$ 180.00 per hour
Senior Project Manager	$ 185.00 per hour
Professional Engineer	$ 205.00 per hour
District Engineer	$ 210.00 per hour
Director	$ 215.00 per hour

Reimbursable Expenses

Mileage	IRS Rate + 10%
Plan Copies, outside copies, other items	at cost + 10%
Subcontractor	at cost + 10%

If you have any comments or questions, please feel free to contact me. We appreciate the opportunity to submit this proposal.

Respectfully Submitted,
Independent District Engineering Services, LLC

Brandon Collins, P.E
Director

Attachment

IDES ADDITONAL SERVICES

Pre-Qualification Bid and Award of Project – IDES can provide contractor pre-qualification services including contractor notification, reviewing of AIA forms, and recommendation of qualified contractors. IDES can conduct the bid process which includes development of the bid documents, bid schedules and technical specifications, answer questions, prepare addendum, prepare engineer's probable cost estimate, and conduct a bid opening. IDES can make recommendations to the board for contractor selection.

Constructability Reviews – IDES can provide review of plans for constructability and completeness to assist the District and/or the design engineer in determining more efficient or cost-effective alternatives. The work would likely involve plan reviews, site visits and investigations, meetings with the District, design engineer, local jurisdiction, and others, review of preliminary geotechnical report, phasing plans, and any other pertinent information to better qualify the design.

Project Cost Estimating and Control – Project cost estimating services may include updating of initial estimate, plan quantity and pay item take-offs and specialty cost estimates needed in support of various agreements, reporting requirements or other as-needed estimates. Special reports including cost share reimbursements, bonding agency reports and other specialized reports that can be produced as requested.

Project Scheduling Services – IDES may create an overall project schedule based on contractor's schedule and provide updates which can include entitlement, planning, design, construction that would reflect additions, deletions and deviations in the timing of all the associated activities. Specialized schedules can be provided when requested. Schedules would be formatted in Microsoft Project unless otherwise directed.

Construction Observation – IDES can provide construction observation for general compliance with the contract documents for all phases of construction activities. Information gained by construction observation can be compiled in periodic reports and used for construction administration activities. Reports with photos can be submitted and maintained electronically.

Construction Administration and Coordination – IDES can provide construction administration activities including partial pay request processing, submittal review coordination, change orders review, force account, permit management, project close-out, claim reviews, warranty issues and other tasks as necessary to provide project documentation. IDES can provide construction coordination activities including project coordination with stakeholders, monitor project scheduling, jurisdictional coordination, and other activities necessary to provide coordination. Assumptions include the same schedule as presented for the construction observation section.

Project Administration and Coordination – IDES can maintain District project files, issues tracking lists, meeting minutes, agreements and contract files, plan files, schedules, and other program administration activities as needed to support the project. IDES can provide project coordination with consultants, local agencies, traffic control, utilities, power companies and other public utilities, residents and other entities as required.

District Compliance – IDES can provide necessary on-going Metro District support services including but not limited to, coordination with the District, District consultant, contractors, local jurisdictions, adjacent developers, utility companies and other project stakeholders, participate in the development and administration of various agreements with project stake holders required for the project, provide needed information and coordination with the board's legal counsel and accountants for District reporting requirements. This can also include invoice and pay application review monthly, expenditure verification for the District board and reporting of facilities acquisitions to the District board monthly.

Consultant Administration – IDES can provide support services for the progress and completion of Consultants services, including contracting, review and processing of task orders, coordination concerning construction needs, and tracking of contracts and invoices.

Draw Reports – IDES will review the Improvement Agreement between the Constructing and Non-Constructing parties and confirm all parties are in compliance with their obligations. Prior to the Non-Constructing parties submitting their funds to the escrow, IDES will review the invoices, lien waivers, and all other conditions required by the Improvement

Agreement have been met. Prior to confirming all requirements have been met, IDES will visit the project site to confirm that the expenditure requests are consistent with the status of construction in the field. IDES will then review all expenditures in a Cost Certification Report after the escrow payment has been made.

Dry Utility Coordination – IDES can provide the necessary coordination with dry utility companies including new service requests and meter service installations.

Evaluation and Recommendation of Existing Infrastructure – IDES can provide evaluation and make recommendations regarding existing deficiencies of infrastructure.