

LITTLETON VILLAGE METROPOLITAN DISTRICT NO. 2

405 Urban Street, Suite 310

Lakewood, CO 80228

Phone: 720-213-6621

<https://littletonvillagemd2.com/>

NOTICE OF SPECIAL MEETING AND AGENDA

DATE: Tuesday, July 16, 2024
TIME: 5:30 p.m.
LOCATION: Southglenn Country Club
ADDRESS: 1489 E. Easter Ave., Centennial, CO 80122
VIRTUAL OPTION: To Join Meeting Via Zoom:
<https://us02web.zoom.us/j/7636703470>
Meeting ID: 763 670 3470
To Join by phone: 1 (720) 707-2699
no participant code needed (press #)

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Jim Bowlby, Jr	President	May, 2027
Zach Tedeschi	Secretary	May, 2027
Jose Briones-Siria	Treasurer	May, 2025
Thomas Browning	Assistant Secretary	May, 2025
Matt Burton		May, 2027

I. ADMINISTRATIVE MATTERS

- A. Call to order and approval of agenda.
- B. Confirm quorum, location of meeting, posting of meeting notice.
- C. Present disclosures of potential conflicts of interest.
- D. Appointment of Officers of the Board of Directors

II. CONSENT AGENDA

- A. Review and consider approval of minutes from the April 11, 2024 Special Meeting and the April 16, 2024 Regular Meeting (enclosures).
- B. Ratify approval of six Irrigation Controllers from DBC Irrigation Supply, in the amount of \$13,423.58 (enclosure).
- C. Ratify approval of Change Order No. 3 from BrightView for Park Controller installation in the amount of \$2,275 (enclosure).
- D. Ratify approval of Broadway Controller from DBC Irrigation Supply, in the amount of \$2,358.85 (enclosure).

- E. Ratify approval of Broadway Controller Installation from Brightview, in the amount of \$2,275 (enclosure).
- F. Ratify approval of Broadway Controller Electrical Repair from Brightview, in the amount of \$1,000 (enclosure).
- G. Ratify approval of Irrigation Decoders installation from Brightview, in the amount of \$1,071 (enclosure).
- H. Ratify approval of Valve Replacement Park Controller- DBC Irrigation Supply in the amount of \$2,663.68 (enclosure).
- I. Ratify approval of Change Order No. 4 from BrightView for maintenance of plant material at 694 E. Hinsdale and installation of plant material at 592 E. Hinsdale, in the amount of \$1,114.07 (enclosure).
- J. Ratify approval of Change Order No. 5 from BrightView for grub control and one tree removal in the Park, in the amount of \$910.65 (enclosure).
- K. Ratify Change Order No. 6 from BrightView for installation of 19 Trees and one shrub, in the amount of \$23,047.09 (enclosure).
- L. Ratify approval of Change Order No. 7 from BrightView to bury exposed irrigation line and refurbish breeze (small rocks) before the June Event, in the amount of \$5,682.95 (enclosure).
- M. Ratify approval of Change Order No. 8 from BrightView for Sod Installation in the amount of \$943.84 (enclosure).
- N. Ratify approval of Change Order No. 9 from BrightView to refresh mulch around East Dry Creek Avenue east of Logan Street, in the amount of \$7,714.28(enclosure).
- O. Ratify approval of Change Order No. 10 from BrightView for tree pruning, in the amount of \$6,878.57 (enclosure).
- P. Ratify approval of proposal from BrightView for Sprinkler Timer Replacement, in the amount of \$2,800.36 (enclosure).
- Q. Ratify approval of proposal from BrightView for May Irrigation Repairs, in the amount of \$880.50 (enclosure).
- R. Ratify approval of proposal from A Stump Man for thirteen stump removals, in the amount of \$845 (enclosures).
- S. Ratify approval of Addendum to Agreement with Republic Services for Large Container Rental and Hauling for service performed on April 17, 2024 (enclosure).
- T. Ratify approval of Change Order No. 1 from Schedio for Graffiti removal, in the amount of \$800 (enclosure).

III. FINANCIAL MATTERS

- A. Ratify and approve Interim Claims, cash sheet and property tax schedule (to be distributed).
- B. Review and consider acceptance of Financial Reports (to be distributed).

IV. MANAGEMENT MATTERS

- A. Manager Report (to be distributed).
 - 1. Follow up items from prior board meetings.
 - a. Grant funding for events
 - b. Dog Park gate latch repairs

- c. Non domesticated animal regulations
 - d. Roadway Repairs
 - 2. Upcoming events; October 12 and December 14
 - 3. Discuss electrical repairs in park before the June event.
 - 4. Discuss proposed amendment to Rules and Regulations to allow for ownership of non-domesticated animals.
 - 5. Ratify approval of agreement with Schedio Group LLC for concrete repair (enclosure).
 - 6. Review proposals and consider awarding contract for Major Concrete Repair Work (enclosures).
 - 7. Review proposals for trash removal services and consider approval of Waste Hauling Services (enclosures).
- B. Report by BrightView Landscaping Services, Inc. (“BrightView”) (to be distributed).
 - 1. Discuss condition of trees and shrubs, condition of new plantings, and warranty replacements.
 - 2. Discuss irrigation repairs

V. LEGAL MATTERS

- A. Review 2024 Legislative Update (enclosure).
- B. Other

VI. OTHER BUSINESS

- A. Discuss AMLI progress with City of Littleton on new construction.
- B. Discuss Dog Park Renovations Design by AMLI.
- C. Discuss status of commercial development:
 - 1. Rino 38th bar, grill, and music venue
 - 2. El Pollo Loco

VII. PUBLIC COMMENT

- A. Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

VIII. EXECUTIVE SESSION

- A. Executive session pursuant to Section 24-6-402(4)(b) and (e), C.R.S. for the purpose of receiving legal advice on specific legal questions regarding potential developer repayment obligations; and determining positions relative to matters that may be subject to negotiations; developing strategies for negotiations; and instructing negotiators regarding potential developer repayment obligations.

IX. ADJOURNMENT

The next Regular Meeting is scheduled for October 15, 2024.

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
LITTLETON VILLAGE METROPOLITAN DISTRICT NO. 2
HELD
APRIL 11, 2024

A special meeting of the Board of Directors (the “Board”) of the Littleton Village Metropolitan District No. 2 (the “District”) was convened on Thursday, April 11, 2024, at 5:30 p.m. via Zoom. The meeting was open to the public.

ATTENDANCE

Directors In Attendance:

Jim Bowlby, Jr., President
Zach Tedeschi, Secretary
Jose Briones-Siria, Treasurer
Thomas Browning, Assistant Secretary

Also In Attendance:

AJ Beckman and Mark McGarey; Public Alliance
Joan Fritsche, Esq.; Fritsche Law, LLC
Mike Bakarich; Morain Bakarich, CPAs
Christian Hall, Member of the Public

ADMINISTRATIVE MATTERS

Call to order and approval of agenda: Mr. Beckman called the meeting to order at 5:34 p.m.

Following review, upon a motion made by Director Bowlby seconded by Director Browning and, upon vote, unanimously carried, the Board approved the agenda, as presented.

Quorum, location of meeting and posting of meeting notices: A quorum of the Board was present, and the meeting location (Zoom) and meeting notice posting were confirmed.

Disclosures of potential conflicts of interest: None.

PUBLIC COMMENT

Mr. Hall discussed with the Board his desire to place signage directing traffic to his store. Following the completion of this portion of the meeting Mr. Hall excused himself.

EXECUTIVE SESSION

Pursuant to Section 24-6-402(4)(b) and (e), C.R.S, upon motion duly made by Director Bowlby, seconded by Director Tedeschi and, upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session at 5:37 p.m. for the purpose of receiving legal advice on specific legal questions regarding potential developer repayment obligations and contractual obligations by and between Littleton Village Metropolitan District Nos. 1-3 and

RECORD OF PROCEEDINGS

WIP Littleton Village LLC; and determining positions relative to matters that may be subject to negotiations; developing strategies for negotiations; and instructing negotiators regarding outstanding reimbursement obligations. Furthermore, pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., no record or electronic recording will be kept of those portions of the executive session that, in the opinion of the District's general counsel, constitutes privileged attorney-client communication pursuant to Section 24-6-402(4)(b), C.R.S.

The Board reconvened in regular session at 6:17 p.m.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Bowlby, seconded by Director Briones-Siria and, upon vote, unanimously carried, the Board adjourned the meeting at 6:27 p.m.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Respectfully submitted,

Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
LITTLETON VILLAGE METROPOLITAN DISTRICT NO. 2
HELD
APRIL 16, 2024

A special meeting of the Board of Directors (the “Board”) of the Littleton Village Metropolitan District No. 2 (the “District”) was convened on Tuesday, April 16, 2024, at 5:30 p.m. via Zoom. The meeting was open to the public.

ATTENDANCE

Directors In Attendance:

Jim Bowlby, Jr., President
Zach Tedeschi, Secretary
Thomas Browning, Assistant Secretary

Following review, upon a motion made by Director Tedeschi seconded by Director Browning and, upon vote, unanimously carried, the absence of Director Briones-Siria was excused.

Also In Attendance:

AJ Beckman, Mark McGarey and Darci Armstrong; Public Alliance
Joan Fritsche, Esq.; Fritsche Law, LLC
Mike Bakarich; Morain Bakarich, CPAs
Chris Dods; BrightView
Amy Weber and Ben Lee, AMLI
Lynn Christensen, Lynn Grover, Sean McAfee, Mitch Krauss, Delany Dill,
William Hayes and Matt Burton, Members of the Public

ADMINISTRATIVE MATTERS

Call to order and approval of agenda: Mr. Beckman called the meeting to order at 5:32 p.m.

Following review, upon a motion made by Director Bowlby seconded by Director Tedeschi and, upon vote, unanimously carried, the Board approved the agenda, as amended.

Quorum, location of meeting and posting of meeting notices: A quorum of the Board was present, and the meeting location (Zoom) and meeting notice posting were confirmed.

Disclosures of potential conflicts of interest: None.

Board Vacancy: Director Bowlby advised the Board that he and Director Tedeschi previously met with Mr. Burton and recommended appointing him to the Board. Mr. Burton discussed his interest in serving on the Board. He explained

RECORD OF PROCEEDINGS

that he has worked as a commercial real estate agent with extensive experience in property management and development. Ms. Fritsche explained he could be appointed subject to verification of qualifications. He would not be able to take any action at tonight's Board meeting.

Following discussion, upon a motion made by Director Bowlby seconded by Director Tedeschi and, upon vote, unanimously carried, the Board appointed Matt Burton to the Board of Directors, subject to verification of qualification.

CONSENT AGENDA **Minutes of the January 16, 2024 Regular Board Meeting and the March 26, 2024 Special Meeting:** Following discussion, upon a motion made by Director Bowlby, seconded by Director Tedeschi and, upon vote, unanimously carried, the Board approved the Minutes of the January 16, 2024 Regular Board Meeting and the March 26, 2024 Special Meeting, as presented.

FINANCIAL MATTERS **Accounts Payable dated January 15, 2024 through April 16, 2024, Cash Sheet and Property Tax Schedule:** Mr. Bakarich presented the list of accounts payable. Following review and discussion, upon a motion duly made by Director Tedeschi, seconded by Director Bowlby and, upon vote, unanimously carried, the Board ratified approval of the accounts payable dated January 15, 2024 through April 16, 2024, in the amount of \$155,028.99.

Financial Statements: Mr. Bakarich reviewed the unaudited financial statements for the period ending March 31, 2024. Following review and discussion, upon a motion duly made by Director Bowlby, seconded by Director Browning and, upon vote, unanimously carried, the Board approved the unaudited financial statements for the period ending March 31, 2024.

MANAGEMENT MATTERS **Manager Report:** Mr. Beckman reviewed the Manager's Report with the Board (attached hereto and incorporated herein by this reference).

Follow up items from Prior Board Meetings:

Grant Funding Opportunities: Ms. Armstrong reported that the District has received four grants of \$500 each for the events. Mr. Beckman further reported that grants for community projects of up to \$10,000 are also available, however the steps necessary include initial investment by the District.

Letters to Townhome Owners: Mr. Beckman reported that the letters to clarifying maintenance responsibilities for individual townhome owners was sent to all townhome owners in 2023.

Dog Park Gate Latch Repairs: Mr. Beckman reported that the latch has once again failed following a recent repair. Public Alliance will obtain proposals for a more robust repair.

RECORD OF PROCEEDINGS

Concrete Sidewalks and Driveway Plans on file with the City: Mr. McGarey reported that he has been advised by the City of Littleton that concrete work does not undergo the typical permitting process, however the standard thickness is between six and eight inches.

City of Littleton (“the City”) Street Repairs Planned for 2024: Mr. Beckman reviewed the email with the Board noting that the City is preparing a list of repairs for 2024. It is unclear if the District’s repairs are included on the City’s list.

City Communication Channels for Street and Right of Way Repairs: Director Bowlby encouraged residents to reach out to the City via any or all of the communication channels provided.

- i. SeeClikFix.com
- ii. Brent Soderlin, Public Works: bsoderlin@littletongov.org
- iii. City Council Representative, Steve Barr: sbarr@littletongov.org

Republic Services Contract and Quality of Service: Mr. Beckman discussed the failure of Republic Services to provide services on their scheduled pickup day on March 15, 2024 due to a snow event. The Board requested that Public Alliance request credit for the missed service and check on the contract termination date. In addition, the board requested that Public Alliance obtain bids from other contractors to provide trash service.

Community Dumpster Day, August 17, 2024: Ms. Armstrong noted that she will work on coordinating food and beverages for the event.

Concrete Sidewalk and Alleyway Assessment Letter by Schedio Group: Mr. Beckman reviewed with the Board. The Board discussed pursuing the Priority 1 and Priority 2 repairs and considering the Priority 3 repairs at a later date.

Following review and discussion, upon a motion duly made by Director Tedeschi, seconded by Director Bowlby and, upon vote, unanimously carried, the Board authorized expenditures of up to \$10,000 to pursue Priority 1 and 2 improvements.

Pet Cleanup Responsibilities and Areas of Concern: The Board determined to take no action at this time.

2024 Events Update: Ms. Armstrong reported that the Spring Fling was a big success with over 80 children and adults in attendance. She discussed upcoming events and encouraged community participation.

RECORD OF PROCEEDINGS

Agreement with S-Star Electric, Ltd. for Installation of Outlets for Events: The Board reviewed the Agreement with S-Star Electric, Ltd. for installation of outlets needed for events. Following review and discussion, upon a motion duly made by Director Bowlby, seconded by Director Tedeschi and, upon vote, unanimously carried, the Board ratified approval of the Agreement with S-Star Electric, Ltd. for installation of outlets needed for events.

Brightview Landscape Agreement with Addendum: The Board reviewed the Brightview Landscape Agreement with Addendum. Following review and discussion, upon a motion duly made by Director Bowlby, seconded by Director Tedeschi and, upon vote, unanimously carried, the Board approved the Brightview Landscape Agreement with Addendum.

Report by BrightView Landscaping Services, Inc.: Mr. Dods reviewed the landscaping report with the Board.

Cost Benefit Analysis for Water Conservation Plan Prepared by BrightView: Mr. Dods reported that if the District proceeded with the landscaping renovations previously proposed, BrightView estimates a reduction in water consumption of 35% to 40% in the first year, and up to 65% in subsequent years. In addition, a reduction in landscaping maintenance of up to 25% could be achieved.

Tree Inspection, Condition of New Plantings, and Replacements for 2024: Mr. Dods reported that it is too early in the season to assess the health of the trees under warranty.

Proposal for Installation of Short Section of Split Rail Fencing: Mr. Dods reviewed the proposal with the Board.

Following review and discussion, upon a motion duly made by Director Bowlby, seconded by Director Tedeschi and, upon vote, unanimously carried, the Board approved the proposal for installation of short section of split rail fencing in the amount of \$2,595.78.

Proposal for Weed Control Treatment in Turf Areas: Mr. Dods reported that the service contract already includes treatments, therefore the additional work isn't necessary.

Proposal for Tree Health Care Services: Mr. Dods reviewed with the Board. No action was taken at this time.

Proposal for Additional Mulch in Certain Planted Beds: Mr. Dods reviewed the proposal with the Board. He explained that in addition to adding new mulch the existing mulch will be raked and turned.

RECORD OF PROCEEDINGS

Following review and discussion, upon a motion duly made by Director Bowlby, seconded by Director Browning and, upon vote, unanimously carried, the Board approved the proposal in the amount of \$4,825.82 for additional mulch in certain planted beds, subject to verification of color match.

Irrigation Controllers: Mr. Dods discussed options for improving the irrigation controllers. Mr. Bowlby requested that Public Alliance review the specifications for the upgraded Hunter controller proposed by BrightView.

Following review and discussion, upon a motion duly made by Director Bowlby, seconded by Director Tedeschi and, upon vote, unanimously carried, the Board approved authorize expenditure of up to \$10,000 for upgraded irrigation control for the park.

LEGAL MATTERS

Resolution Adopting Technology Accessibility Statement: Ms. Fritsche reviewed with the Board. She explained that the District will be required to meet accessibility requirements by July 1, 2024. She further explained that Public Alliance is the website service provider and will be responsible for achieving compliance. Director Bowlby inquired as to cost. Mr. Beckman reported that he does not have a cost estimate at this time but assured the Board that additional information would be forthcoming.

Other: None.

OTHER BUSINESS

AMLI Progress with the City of Littleton on New Construction: Ms. Weber reported that she is still working with the City of Littleton to determine sanitary sewer capacity. She noted that they are hoping to break ground this summer.

Dog Park Renovations Design: Ms. Weber reviewed plans for the new dog park with the Board. The site plan has been submitted to the city. The first round of comments have been received and are now waiting on additional comments or approval. Director Bowlby expressed his appreciation for the anticipated improvements. Ms. Weber discussed filling in the sunken area and creating a drainage swale and adding landscaping improvements. Mr. Burton asked what prompted the expansion. Director Bowlby explained that it was due to growth and the need to segregate smaller dogs from larger dogs. Ms. Weber noted AMLI anticipates completing the project next spring.

Commercial Development:

Rino 38th Bar, Grill and Music Venue: Director Bowlby reported that the restaurant is still in the planning stage.

RECORD OF PROCEEDINGS

El Pollo Loco: Mr. Bowlby reported that he believes the land has been purchased by El Pollo Loco. He requested that Public Alliance check with the City for more information.

PUBLIC COMMENT Mr. Hayes asked if the new AMLI building would have a parking area for delivery vehicles. Ms. Weber reported that there will be an alleyway adjacent to the building where deliveries will be directed.

Ms. Christiansen asked Ben Lee (Manager at AMLI) about pet cleanup and if this is being communicated. Mr. Lee reported that regular bulletins are sent to the residents, and welcomed any suggestions. Director Bowlby noted that the south side of the building is seeing high traffic, and excessive pet waste due to owners not picking up after their dogs.

Ms. Christiansen suggested that the District request resident participation in cleaning up pet waste and suggested that an “adopt a street” program or something similar be considered.

Mr. Burton noted that one of his neighbors has chickens. Ms. Christiansen reported that chickens are not allowed as noted in the rules and regulations. Ms. Christiansen noted that several of the ponds need to have trash removed from outfall structures. Mr. Bowlby requested that the Board discuss potentially amending rules and regulations to allow chickens.

EXECUTIVE SESSION

Pursuant to Section 24-6-402(4)(b) and (e), C.R.S., upon motion duly made by Director Bowlby, seconded by Director Tedeschi and, upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session at 7:43 p.m. for the purpose of receiving legal advice on specific legal questions regarding potential developer repayment obligations; and determining positions relative to matters that may be subject to negotiations; developing strategies for negotiations; and instructing negotiators regarding potential developer repayment obligations, pursuant to §§ 24-6-402(4)(b) and (e), C.R.S. Furthermore, pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., no record or electronic recording will be kept of those portions of the executive session that, in the opinion of the Board's attorney, constitutes privileged attorney-client communication pursuant to Section 24-6-402(4)(b), C.R.S.

The Board reconvened in regular session at 8:38 p.m.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Tedeschi, seconded by Director Browning and, upon vote, unanimously carried, the Board adjourned the meeting at 8:40 p.m.

RECORD OF PROCEEDINGS

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Respectfully submitted,

Secretary for the Meeting



DBC IRRIGATION SUPPLY DEN
 5805 East 39th Avenue
 Denver CO 80207
 303-295-1777

www.dbcirrigation.com

STATEMENT

STATEMENT DATE
06/30/24
CUSTOMER #
55627
PLEASE REMIT PAYMENT TO:
DBC IRRIGATION SUPPLY Corporate Office 5805 East 39th Avenue Denver CO 80207

LITTLETON VILLAGE METRO DIST. #2
 7400 S BROADWAY
 LITTLETON CO 80122

LITTLETON VILLAGE METRO DIST.

DATE	INVOICE #	PURCHASE ORDER #	INVOICE AMT	PAY/CREDITS	NET DUE
06/24/24	S5491075.001	LMD - BULK PURCHASE	13,423.58		13,423.58

INVOICE #	NET DUE
S5491075.001	13,423.58

FREE E-MAIL INVOICING NOW AVAILABLE!
 E-mail is fast and reliable. Invoices are sent by e-mail daily.
 Contact our A/R Department to take advantage of this free feature.

PREV BALANCE	PAYMENTS	CREDITS	PURCHASES	SERVICE CHARGE	NEW BALANCE
2,663.68	5,022.53	0.00	15,782.43	0.00	13,423.58
FUTURE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	
0.00	13,423.58	0.00	0.00	0.00	0.00

Amount Due 13,423.58
 Differences _____
 Amount Remitted _____

PLEASE EXPLAIN ANY
 DIFFERENCES ON BACK OF
 STUB

All past due balances subject to SERVICE CHARGES of 1.50% per month. All past due balances subject to INTEREST of



Proposal for Extra Work at Littleton Village

Property Name Littleton Village
Property Address 405 Urban Street, #310
Lakewood, CO,80228

Contact AJ Beckman
To Littleton Village Metropolitan Dist No 2
Billing Address c/o Morain Bakarich CPAs 2801
Youngfield St Ste 370
Golden, CO 80401

Project Name Park Controller
Project Description Upgrade Park irrigation controller and add central communication

Scope of Work

Labor Only to install the Hunter clock that you provide.

QTY	UoM/Size	Material/Description
1.00	1' JMP SUM	Time and Materials

Change order No. 3 to the Independent Contractor Agreement (Landscape Maintenance Services 2024) dated October 2, 2023 (the "Agreement"). The parties hereby agree to add the work herein to the scope of work set forth in the Agreement and hereby incorporate all provisions set forth in the Agreement to this Change Order.

For internal use only

SO# 8395296
JOB# 400400296
Service Line 150

Total Price \$2,275.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
- Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
- Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

- Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

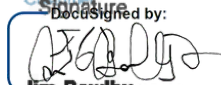
The following sections shall apply where Contractor provides Customer with tree care services:

- Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
- Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Signature
 DocuSigned by:

 Jim Bowby 465429...

Board President

Signature Title

District Manager

AJ Beckman
Printed Name Date

May 01, 2024

BrightView Landscape Services, Inc. "Contractor"

Signature Title

Travis M Coyle
 Printed Name Date

Irrigation Manager

May 01, 2024

Job #: 40D400296

SO #: 8395296

Proposed Price: \$2,275.00



DBC IRRIGATION SUPPLY HLR
 3810 NORWOOD DR
 LITTLETON CO 80125
 303-470-3332 Fax 303-470-9975
 www.dbcirrigation.com

INVOICE

INVOICE DATE	INVOICE NUMBER
06/06/24	S5485414.001
PLEASE REMIT PAYMENT TO:	
DBC IRRIGATION SUPPLY Corporate Office 5805 East 39th Avenue Denver CO 80207	

SHIP TO:

LITTLETON VILLAGE METRO DIST. #2
 7400 S BROADWAY
 LITTLETON CO 80122

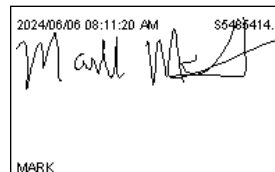
LITTLETON VILLAGE METRO DIST. #2
 7400 S BROADWAY
 LITTLETON CO 80122

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
55627	LITTLETON VILLAGE METRO	****	SPENCER SCHNEIDER	
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
SPENCER SCHNEIDER	EXPRESS W/C	Net Due 30 Days	06/06/24	06/04/24
DESCRIPTION	ORDER QTY	SHIP QTY	NET PRC	EXT PRC
A2C75DM ACC2 2-WIRE CONTROLLER 75 STATION BASE MODEL, GRAY METAL OUTDOOR	1ea	1ea	1530.094	1530.09
A2C-LTEM HUNTER CENTRALUS CELLULAR COMMUNICATION MODULE (4G LTE) FOR ACC2 CONTROLLERS (SERVICE PLAN REQUIRED)	1ea	1ea	663.216	663.22
SPECIAL ORDER - NON-RETURNABLE WSS-SEN WIRELESS SOLAR SYNC FOR USE WITH ACC,I-CORE,PRO-C400, PCC, ICC2 AND X-CORE CONTROLLERS INCLUDES SENSOR AND WIRELESS RECEIVER	1ea	1ea	165.543	165.54
FREE E-MAIL INVOICING NOW AVAILABLE! E-mail is fast and reliable. Invoices are sent by e-mail daily. Contact our A/R Department to take advantage of this free feature.				

Invoice is due by 07/06/24.

THANK YOU FOR YOUR BUSINESS!

Web Enrollment Token: WWX ZKV KVG
<http://dbcirrigation.billtrust.com>



SUBTOTAL	2358.85
S&H CHGS	
SALES TAX	0.00
AMOUNT DUE	2358.85

All past due balances subject to INTEREST of 1.50% per month and payment of reasonable attorney fees and costs incurred by DBC to collect past-due accounts. Effective Tuesday, July 5, 2022, we will be implementing a temporary \$15 fuel surcharge on all delivery orders.

Proposal for Extra Work at Littleton Village

Property Name	Littleton Village	Contact	Jim Bowlby
Property Address	c/o Clifton Larson Allen LLP 8390 E Crescent Parkway Ste 500 Greenwood Village, CO 80111	To	Littleton Village Metropolitan Dist No 2
		Billing Address	c/o Morain Bakarich CPAs 2801 Youngfield St Ste 370 Golden, CO 80401
Project Name	Broadway/Dry Creek Controller		
Project Description	Upgrade the Broadway/Dry Creek irrigation controller and add central communication		

Scope of Work

Labor Only to install the Hunter clock that you provide.

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Time and Materials

For internal use only

SO# 8429911
JOB# 400400296
Service Line 150

Total Price \$2,275.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

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Customer

		District President Signor
Signature	Title	
Jim Bowlby	June 06, 2024	
Printed Name	Date	

BrightView Landscape Services, Inc. "Contractor"

		Irrigation Manager
Signature	Title	
Travis M Coyle	June 06, 2024	
Printed Name	Date	

Job #:	400400296		
SO #:	8429911	Proposed Price:	\$2,275.00

Description	QTY	PRICE	Total	Description	QTY	PRICE	Total	Description	QTY	PRICE	Total
CARSON VALVE BOXES				POLY PIPE				PVC FITTINGS			
6" ROUND		\$23.44		1/2" DRIP LF		\$0.58		3/4" SLIP FIX		\$15.45	
10" ROUND		\$79.14		3/4" DRIP LF		\$0.95		1" SLIP FIX		\$17.65	
6" LID		\$15.78		3/4" 80PSI LF		\$0.55		1 1/4" SLIP FIX		\$34.50	
10" LID		\$36.83		1" 80PSI LF		\$1.32		1.5" SLIP FIX		\$35.80	
STANDARD BOX		\$135.54		1.5" 80PSI LF		\$2.20		2" SLIP FIX		\$55.25	
JUMBO BOX		\$228.08		2" 80PSI LF		\$4.02		2.5" SLIP FIX		\$99.00	
STANDARD LID		\$64.47		SWING PIPE LF		\$5.22		3" SLIP FIX		\$103.76	
JUMBO LID		\$107.59		1/8" DRIP TUBING LF		\$0.84		3/4" MALE ADAPTER		\$1.75	
STD BOX EXT		\$96.03		POLY FITTINGS				3/4" COUPLING		\$1.65	
JUMBO BOX EXT		\$152.55		3/4" INSERT COUPLING		\$2.90		3/4" 90		\$1.72	
NETAFIM FITTINGS				3/4" STRETCH COUPLING		\$15.00		3/4" 45		\$3.34	
ELL		\$1.00		3/4" INSERT 90		\$6.00		1" SLIP CAP		\$2.16	
TEE		\$1.25		3/4" INSERT TEE		\$5.95		1" COUPLING		\$2.06	
COUPLING		\$1.00		3/4X3/4X1/2" TEE		\$10.96		1" MALE ADAPTER		\$2.31	
PIPE		\$1.50		3/4X1/2" END ELL		\$7.72		1" 90		\$2.63	
CLAMPS				3/4" INSERT PLUG		\$5.96		1" 45		\$3.97	
3/4" PINCH		\$2.22		1" INSERT COUPLING		\$3.00		1" TEE		\$3.47	
1" PINCH		\$2.48		1" STRETCH COUPLING		\$20.00		1X1X1/2" INLINE TEE		\$4.28	
3/4-1" SCREW		\$5.07		1" INSERT 90		\$6.15		1X1/2" END ELL		\$5.31	
1 1/4" SCREW		\$5.11		1" INSERT TEE		\$8.15		1 1/4" SLIP CAP		\$3.03	
1.5" SCREW		\$5.16		1/2X1/2X3/4"F TEE		\$6.76		1 1/4" COUPLING		\$2.84	
1.5-2" SCREW		\$5.21		1"X1/2" END ELL		\$6.00		1 1/4" 90		\$4.63	
ELECTRICAL				1" INSERT PLUG		\$6.00		1 1/4" 45		\$5.56	
9VOLT BATTERY		\$6.45		1 1/4" INSERT COUPLING		\$4.55		1 1/4" TEE		\$5.38	
KING NUTS BLUE		\$2.35		1 1/4" INSERT 90		\$6.31		1.5" SLIP CAP		\$3.34	
KING NUTS TAN		\$3.25		1 1/4" INSERT TEE		\$10.00		1.5" COUPLING		\$3.03	
DBRY		\$7.33		1.5" INSERT COUPLING		\$4.66		1.5" MALE ADAPTER		\$3.78	
				1.5" STRETCH COUPLING		\$34.04		1.5" 90		\$4.97	
12 MULTI STRAND LF		\$2.89		1.5" 90		\$7.41		1.5" 45		\$6.94	
14 GUAGE LF		\$0.99		1.5" TEE		\$11.34		1.5" TEE		\$6.56	
12 GUAGE LF		\$1.25		1"X3/4" REDUCING CPLING		\$4.05		2" SLIP CAP		\$3.97	
DRIP/MICRO SPRAY				1 1/4X1" REDUCING CPLING		\$5.63		2" COUPLING		\$4.69	
1 GAL. EMITTER		\$1.38		1.5X1" REDUCING CPLING		\$8.47		2" MALE ADAPTER		\$6.88	
MICRO SPRAY NOZZLE		\$2.82		1.5X1.25" REDUCING CPLING		\$6.59		2" 90		\$7.75	
GREEN STAKE ASSY		\$9.42		PVC NIPPLES				2" 45		\$10.83	
				1/2" X CLOSE		\$0.98		2" TEE		\$9.56	
GOOF PLUG		\$0.71		1/2" X 2"		\$1.05		2.5" PVC COUPLING		\$10.22	
BARB FITTINGS				1/2" X 4"		\$1.14		2.5" PVC ELBOW		\$23.84	
1/2" BARB COUPLING		\$0.95		1/2" X 6"		\$1.16		1/2" MxF STREET ELL		\$3.78	
1/2" M X BARB 90ELL		\$0.95		3/4" X CLOSE		\$0.79		3/4" MxF STREET ELL		\$4.63	
3/4" M X BARB 90ELL		\$0.95		3/4" X 2"		\$0.79		1.5"X1" SxS BUSHING		\$4.07	
1/2" F X BARB 90ELL		\$0.95		3/4" X 4"		\$1.08		1x3/4" SxS BUSHING		\$2.44	
PVC PIPE				3/4" X 6"		\$1.29		1 1/4x1" SxS BUSHING		\$3.34	
3/4" CL200 LF		\$1.13		1" X CLOSE		\$1.25		1.5x1.25" SxS BUSHING		\$3.68	
1" CL200 LF		\$1.71		1" X 2"		\$1.25		2x1.5" SxS BUSHING		\$8.24	
1.5" CL200 LF		\$2.30		1" X 4"		\$1.69		1x3/4" MxF BUSHING		\$5.31	
2" CL200 LF		\$3.65		1.5" X CLOSE		\$2.13		3/4x1/2" MxF BUSHING		\$3.78	
2.5" CL200 LF		\$5.28		1.5" X 2"		\$2.36		1/2" MxF RISER EXT		\$2.54	
3" CL200 LF		\$7.50		2" X CLOSE		\$2.70		3/4" MxF RISER EXT		\$3.97	
4" CL200 LF		\$13.20		2" X 2"		\$2.72		1" MxF RISER EXT		\$5.75	



DBC IRRIGATION SUPPLY DEN
 5805 East 39th Avenue
 Denver CO 80207
 303-295-1777

www.dbcirrigation.com

STATEMENT

STATEMENT DATE
05/31/24
CUSTOMER #
55627
PLEASE REMIT PAYMENT TO:
DBC IRRIGATION SUPPLY Corporate Office 5805 East 39th Avenue Denver CO 80207

LITTLETON VILLAGE METRO DIST. #2
 7400 S BROADWAY
 LITTLETON CO 80122

LITTLETON VILLAGE METRO DIST.

DATE	INVOICE #	PURCHASE ORDER #	INVOICE AMT	PAY/CREDITS	NET DUE
05/13/24	S5389154.001	LITTLETON VILLAGE METRO	2,663.68		2,663.68

INVOICE #	NET DUE
S5389154.001	2,663.68

FREE E-MAIL INVOICING NOW AVAILABLE!
 E-mail is fast and reliable. Invoices are sent by e-mail daily.
 Contact our A/R Department to take advantage of this free feature.

PREV BALANCE	PAYMENTS	CREDITS	PURCHASES	SERVICE CHARGE	NEW BALANCE
0.00	0.00	0.00	2,663.68	0.00	2,663.68
FUTURE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	
0.00	2,663.68	0.00	0.00	0.00	0.00

Amount Due 2,663.68
 Differences _____
 Amount Remitted _____

PLEASE EXPLAIN ANY
 DIFFERENCES ON BACK OF
 STUB

All past due balances subject to SERVICE CHARGES of 1.50% per month. All past due balances subject to INTEREST of



Proposal for Extra Work at Littleton Village

Property Name	Littleton Village	Contact	Jim Bowlby
Property Address	405 Urban Street, #310 Lakewood, CO, 80228	To	Littleton Village Metropolitan Dist No 2
		Billing Address	c/o Morain Bakarich CPAs 2801 Youngfield St Ste 370 Golden, CO 80401
Project Name	Beds on Hinsdale		
Project Description	Plant Care 592 & 694 E Hinsdale		

Scope of Work

The Staking of the Juniper may not hold. It may be appropriate to consider removing and planting something smaller in that area. The Russian sage will grow back we will do a hard prune and get the dead wood out. Roses will be hard pruned to 12 inches. The ornamental grasses in front of 694 are big and we will have to fill the holes. we can evaluate how it looks and determine if the bed will need mulched. We will replace the two shrubs under the tree with one shrub. There really shouldn't be 2 shrubs under the tree. We will move rock around in hopes there is enough to cover the bare areas.

QTY	UoM/Size	Material/Description	Unit Price	Total
694 e Hinsdale			Subtotal	\$649.43
1.00	LUMP SUM	Hard Prune & Stake Upright Junipers at 694 e Hinsdale	\$335.49	\$335.49
1.00	LUMP SUM	Bed Plant removal (remove 3 large ornamental grass fill holes , Hard Prune Rose Bushes	\$313.94	\$313.94
592 E Hinsdale			Subtotal	\$464.64
1.00	LUMP SUM	Hard Prune sage on the side Remove dead ornamental Grasses and 2 shrubs under the tree	\$227.74	\$227.74
3.00	EACH	GRASS, KARL FORESTER - 1 gal. Shrub/Perennial Installed	\$43.29	\$129.86
1.00	EACH	EUONYMUS, manhattan - #5. Shrub/Perennial Installed	\$107.04	\$107.04

Change order No. 4 to the Independent Contractor Agreement (Landscape Maintenance Services 2024) dated October 2, 2023 (the "Agreement"). The parties hereby agree to add the work herein to the scope of work set forth in the Agreement and hereby incorporate all provisions set forth in the Agreement to this Change Order.

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

Proposal for Extra Work at Littleton Village

Other

IMG_0444



IMG_0862 1



IMG_0883 1



IMG_0880



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This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

Proposal for Extra Work at Littleton Village

IMG_0882 1



For internal use only

SO# 8413949
JOB# 400400296
Service Line 130

Total Price \$1,114.07

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2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

TERMS & CONDITIONS

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- Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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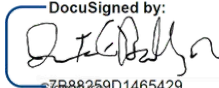
Acceptance of this Contract

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Customer

DocuSigned by:



District President Signor

Signature ID: 7B88259D1465429...

Printed Name: Jim Bowlby Date: May 17, 2024

BrightView Landscape Services, Inc. "Contractor"

DocuSigned by:



Account Manager

Signature ID: D7CBBF38F7C143C...

Printed Name: Christopher Allen Dods Date: May 17, 2024

Job #: 400400296
SO #: 8413949 Proposed Price: \$1,114.07



Proposal for Extra Work at Littleton Village

Property Name	Littleton Village	Contact	Jim Bowlby
Property Address	405 Urban Street, #310 Lakewood, CO, 80228	To	Littleton Village Metropolitan Dist No 2
		Billing Address	c/o Morain Bakarich CPAs 2801 Youngfield St Ste 370 Golden, CO 80401
Project Name	Grub Control tree removal		
Project Description	Grub Control to turf in the Park, remove dead Tree		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
		Grub Control Park		Subtotal \$651.07
		Remove Dead Tree		Subtotal \$259.58

Change order No. 5 to the Independent Contractor Agreement (Landscape Maintenance Services 2024) dated October 2, 2023 (the "Agreement"). The parties hereby agree to add the work herein to the scope of work set forth in the Agreement and hereby incorporate all provisions set forth in the Agreement to this Change Order.

For internal use only

SO# 8415333
JOB# 400400296
Service Line 130

Total Price \$910.65

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
- Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
- Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
- Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

- Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

- Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
- Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

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NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY


Customer

DocuSigned by:

 7B88259D1465429... District President Signor
 Signature Title

Jim Bowlby May 20, 2024
 Printed Name Date

BrightView Landscape Services, Inc. "Contractor"

DocuSigned by:

 D7CBBF38F7C143C... Account Manager
 Signature Title

Christopher Allen Dods May 20, 2024
 Printed Name Date

Job #: 400400296
 SO #: 8415333 Proposed Price: \$910.65



Proposal for Extra Work at Littleton Village

Property Name	Littleton Village	Contact	Jim Bowlby
Property Address	405 Urban Street, #310 Lakewood, CO, 80228	To	Littleton Village Metropolitan Dist No 2
		Billing Address	c/o Morain Bakarich CPAs 2801 Youngfield St Ste 370 Golden, CO 80401
Project Name	New Trees		
Project Description	Plant 19 New trees 1 Shrub		

Scope of Work

Proposal for spring 2024 tree planting. Newly planted trees will have a 1 year warranty and will be replaced after death.

It is Highly recommended that trees receive winter watering. Deep root fertilization, and winter tree wrap to give their best chance of survival. This would be a separate proposal with additional cost.

QTY	UoM/Size	Material/Description	Unit Price	Total
New Trees Installed			Subtotal	\$22,852.25
Shrub Installed			Subtotal	\$194.84

Change order No. 6 to the Independent Contractor Agreement (Landscape Maintenance Services 2024) dated October 2, 2023 (the "Agreement"). The parties hereby agree to add the work herein to the scope of work set forth in the Agreement and hereby incorporate all provisions set forth in the Agreement to this Change Order.

For internal use only

SO# 8413735
JOB# 400400296
Service Line 130

Total Price \$23,047.09

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
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- Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
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- Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
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- Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

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- Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

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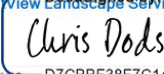
NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

DocuSigned by:

 7B88259D1465429... Title
District President Signor

Jim Bowlby May 20, 2024
 Printed Name Date

DocuSigned by:
 BrightView Landscape Services, Inc. "Contractor"

 D7CBBF38F7C143C... Title
Account Manager

Christopher Allen Dods May 20, 2024
 Printed Name Date

Job #: 400400296
SO #: 8413735 **Proposed Price:** \$23,047.09

Proposal for Extra Work at Littleton Village

Property Name	Littleton Village	Contact	Jim Bowlby
Property Address	405 Urban Street, #310 Lakewood, CO, 80228	To	Littleton Village Metropolitan Dist No 2
		Billing Address	c/o Morain Bakarich CPAs 2801 Youngfield St Ste 370 Golden, CO 80401
Project Name	Rock refurbish		
Project Description	Bury the irrigation line and refurbish rock next to the park		

Scope of Work

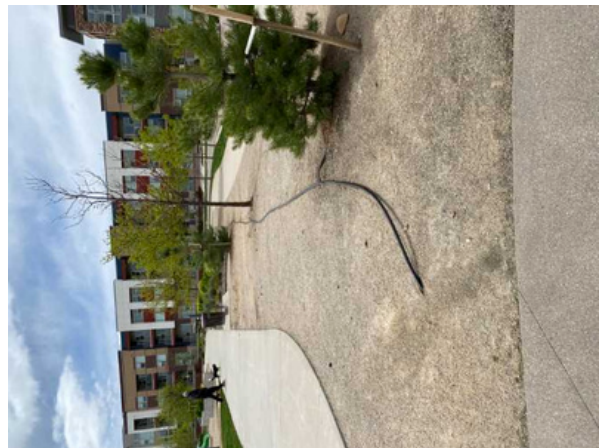
Dig trench to hide irrigation line. Add 21 ton of grey breeze rock to fill beds 2" depth.

QTY	UoM/Size	Material/Description
1.00	EACH	Dig trench to bury irrigation Line
21.00	TON	Grey Breeze - TON Rock/Gravel Installed

Other

gravel-bury-line

IMG_0769



Change order No. 7 to the Independent Contractor Agreement (Landscape Maintenance Services 2024) dated October 2, 2023 (the "Agreement"). The parties hereby agree to add the work herein to the scope of work set forth in the Agreement and hereby incorporate all provisions set forth in the Agreement to this Change Order.

For internal use only

SO# 8414527
JOB# 400400296
Service Line 130

Total Price \$5,682.95

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
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- Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
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- Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
- Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
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15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

- Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
- Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract
By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

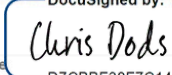
NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

DocuSigned by:

 Signature: 7B88259D1465429... Title: District President Signor

Printed Name: Jim Bowlby Date: May 17, 2024

BrightView Landscape Services, Inc. "Contractor"
 DocuSigned by:

 Signature: D7CBBF38F7C143C... Title: Account Manager
 Printed Name: Christopher Allen Dods Date: May 17, 2024

Job #: 400400296
 SO #: 8414527 Proposed Price: \$5,682.95



Proposal for Extra Work at Littleton Village

Property Name	Littleton Village	Contact	Jim Bowlby
Property Address	405 Urban Street, #310 Lakewood, CO, 80228	To	Littleton Village Metropolitan Dist No 2
		Billing Address	c/o Morain Bakarich CPAs 2801 Youngfield St Ste 370 Golden, CO 80401
Project Name	Sod		
Project Description	Fill corner with soil and resod adjust irrigation		

Scope of Work

QTY	UoM/Size	Material/Description
Resod Damged Corner		
1.00	LUMP SUM	remove damaged turf till soil
1.00	CUBIC YARD	Amended top soil - Amendment Installed
120.00	SQUARE FEET	General Dump - Dump by YARD Dump Facility

Other

turrf-damage



Change order No. 8 to the Independent Contractor Agreement (Landscape Maintenance Services 2024) dated October 2, 2023 (the "Agreement"). The parties hereby agree to add the work herein to the scope of work set forth in the Agreement and hereby incorporate all provisions set forth in the Agreement to this Change Order.

For internal use only

SO# 8402376
JOB# 400400296
Service Line 130

Total Price \$943.84

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
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NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

DocuSigned by:

 Signature: 7B88259D1465429... Title: District President Signor

Printed Name: Jim Bowlby Date: May 17, 2024

BrightView Landscape Services, Inc. "Contractor"

DocuSigned by:

 Signature: D7CBBF38F7C143C... Title: Account Manager

Printed Name: Christopher Allen Dods Date: May 17, 2024

Job #: 400400296
 SO #: 8402376 Proposed Price: \$943.84

Proposal for Extra Work at Littleton Village

Property Name	Littleton Village	Contact	AJ Beckman
Property Address	405 Urban Street, #310 Lakewood, CO, 80228	To	Littleton Village Metropolitan Dist No 2
		Billing Address	c/o Morain Bakarich CPAs 2801 Youngfield St Ste 370 Golden, CO 80401

Project Name Mulch Logan St.
Project Description Refresh Mulch around Logan street Buildings

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
Mulch around all buidlns shown on Map			Subtotal	\$7,714.28

Other

New Mulch Map



Change order No. 9 to the Independent Contractor Agreement (Landscape Maintenance Services 2024) dated October 2, 2023 (the "Agreement"). The parties hereby agree to add the work herein to the scope of work set forth in the Agreement and hereby incorporate all provisions set forth in the Agreement to this Change Order.

For internal use only

SO# 8402246
JOB# 400400296
Service Line 130

Total Price \$7,714.28

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **Licenses and Permits:** Contractor shall maintain a Landscape Contractor's license if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional, emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any legal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively bind themselves, their partners, successors, assigns and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages, for additional work not described herein, or liable for any incidents/accidents resulting from conditions that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in the Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to, concrete block filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible for damage done to underground utilities such as but not limited to cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year) or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

Customer:

President

Signature:

Title:

Jim Bowdly

May 23, 2024

Printed Name:

Date:

BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature:

Title:

Christopher Allen Dods

May 23, 2024

Printed Name:

Date:

Job #: 400400298

SO #: 8402246

Proposed Price: \$7,714.28

Proposal for Extra Work at Littleton Village

Property Name	Littleton Village	Contact	Jim Bowlby
Property Address	405 Urban Street, #310 Lakewood, CO, 80228	To	Littleton Village Metropolitan Dist No 2
		Billing Address	c/o Morain Bakarich CPAs 2801 Youngfield St Ste 370 Golden, CO 80401
Project Name	Tree Pruning		
Project Description	Thinning,shaping,removal of dead wood and clearing from buildings the listed trees		

Scope of Work

The areas Circled in red are the trees we Identified on the walk. The yellow pins are recommended as well to get away from buildings and improve health.

QTY	UoM/Size	Material/Description	Unit Price	Total
Thin, Shape Trees			Subtotal	\$6,878.57

Other

Littleton Village tree pruning



Change order No. 10 to the Independent Contractor Agreement (Landscape Maintenance Services 2024) dated October 2, 2023 (the "Agreement"). The parties hereby agree to add the work herein to the scope of work set forth in the Agreement and hereby incorporate all provisions set forth in the Agreement to this Change Order.

For internal use only

SO# 8419095
JOB# 400400296
Service Line 130

Total Price \$6,878.57

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

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17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

District President Signor	
Signature	Title
Jim Bowlby	May 31, 2024
Printed Name	Date

BrightView Landscape Services, Inc. "Contractor"

Account Manager	
Signature	Title
Christopher Allen Dods	May 31, 2024
Printed Name	Date

Job #:	400400296		
SO #:	8419095	Proposed Price:	\$6,878.57

2333 WEST OXFORD AVE
 SHERIDAN, CO 80110
 (303) 761-9262

Authorization for Extra Work

Date 05/30/2024
 Job Name Littleton Village 2
 Description of Work Sprinkler timer Replacement
~ PROPOSAL ~

INTERNAL USE ONLY
 Client Number 16591319
 Job Number 0296
 NTE:
 Purchase/Work Order

OTHER NOTES:

Item No.	Type of Labor, Equipment or Materials Used	Hours or Quantity	Unit Price	Total
	T & M →			2800.36
				}
Total Labor & Materials, including Sales Tax				\$ 2800.36

This bid is valid for 60 calendar days unless otherwise approved by BrightView

THIS IS NOT AN INVOICE

Instructions to Job Superintendent: No work is to be performed without this written authorization being correctly completed and signed by the authorized agent of the Contractor or Owner. Give Customer's Copy to the agent. ALL other copies (with the exception of the Field Copy) MUST be submitted to your branch office promptly upon completion of the work.

Instructions to Contractor or Owner: This work order properly signed by your agent has been accepted as authorization to perform the work. An invoice accompanied by a copy of this order will be forwarded to your office for payment when the work is completed. All work will be performed in accordance with the "General terms and conditions" which are printed on reverse and are incorporated herein by reference.

X [Signature]
 Approved by BrightView Representative

X
 Approved by Client Representative Date

Description	QTY	PRICE	Total	Description	QTY	PRICE	Total	Description	QTY	PRICE	Total
CARSON VALVE BOXES				POLY PIPE				PVC FITTINGS			
6" ROUND		\$23.44		1/2" DRIP LF		\$0.58		3/4" SLIP FIX		\$15.45	
10" ROUND		\$79.14		3/4" DRIP LF		\$0.95		1" SLIP FIX	1	\$17.65	17.65
6" LID		\$15.78		3/4" 80PSI LF		\$0.55		1 1/4" SLIP FIX		\$34.50	
10" LID		\$36.83		1" 80PSI LF		\$1.32		1.5" SLIP FIX		\$35.80	
STANDARD BOX		\$135.54		1.5" 80PSI LF		\$2.20		2" SLIP FIX		\$55.25	
JUMBO BOX		\$228.08		2" 80PSI LF		\$4.02		2.5" SLIP FIX		\$99.00	
STANDARD LID		\$64.47		SWING PIPE LF		\$5.22		3" SLIP FIX		\$103.76	
JUMBO LID		\$107.59		1/8" DRIP TUBING LF		\$0.84		3/4" MALE ADAPTER		\$1.75	
STD BOX EXT		\$96.03		POLY FITTINGS				3/4" COUPLING		\$1.65	
JUMBO BOX EXT		\$152.55		3/4" INSERT COUPLING		\$2.90		3/4" 90		\$1.72	
NETAFIM FITTINGS				3/4" STRETCH COUPLING		\$15.00		3/4" 45		\$3.34	
ELL		\$1.00		3/4" INSERT 90		\$6.00		1" SLIP CAP		\$2.16	
TEE		\$1.25		3/4" INSERT TEE		\$5.95		1" COUPLING	1	\$2.06	2.06
COUPLING		\$1.00		3/4X3/4X1/2" TEE		\$10.96		1" MALE ADAPTER		\$2.31	
PIPE		\$1.50		3/4X1/2" END ELL		\$7.72		1" 90		\$2.63	
CLAMPS				3/4" INSERT PLUG		\$5.96		1" 45		\$3.97	
3/4" PINCH		\$2.22		1" INSERT COUPLING		\$3.00		1" TEE		\$3.47	
1" PINCH		\$2.48		1" STRETCH COUPLING		\$20.00		1X1X1/2" INLINE TEE		\$4.28	
3/4-1" SCREW		\$5.07		1" INSERT 90		\$6.15		1X1/2" END ELL		\$5.31	
1 1/4" SCREW		\$5.11		1" INSERT TEE		\$8.15		1 1/4" SLIP CAP		\$3.03	
1.5" SCREW		\$5.16		1/2X1/2X3/4" TEE		\$6.76		1 1/4" COUPLING		\$2.84	
1.5-2" SCREW		\$5.21		1"X1/2" END ELL		\$6.00		1 1/4" 90		\$4.63	
ELECTRICAL				1" INSERT PLUG		\$6.00		1 1/4" 45		\$5.56	
9VOLT BATTERY		\$6.45		1 1/4" INSERT COUPLING		\$4.55		1 1/4" TEE		\$5.38	
KING NUTS BLUE		\$2.35		1 1/4" INSERT 90		\$6.31		1.5" SLIP CAP		\$3.34	
KING NUTS TAN		\$3.25		1 1/4" INSERT TEE		\$10.00		1.5" COUPLING		\$3.03	
DBRY	7	\$7.33	29.22	1.5" INSERT COUPLING		\$4.66		1.5" MALE ADAPTER		\$3.78	
				1.5" STRETCH COUPLING		\$34.04		1.5" 90		\$4.97	
12 MULTI STRAND LF		\$2.89		1.5" 90		\$7.41		1.5" 45		\$6.94	
14 GUAGE LF		\$0.99		1.5" TEE		\$11.34		1.5" TEE		\$6.56	
12 GUAGE LF		\$1.25		1"X3/4" REDUCING CPLING		\$4.05		2" SLIP CAP		\$3.97	
DRIP/MICRO SPRAY				1 1/4X1" REDUCING CPLING		\$5.63		2" COUPLING		\$4.69	
1 GAL. EMITTER		\$1.38		1.5X1" REDUCING CPLING		\$8.47		2" MALE ADAPTER		\$6.88	
MICRO SPRAY NOZZLE		\$2.82		1.5X1.25" REDUCING CPLING		\$6.59		2" 90		\$7.75	
GREEN STAKE ASSY		\$9.42		PVC NIPPLES				2" 45		\$10.83	
				1/2" X CLOSE		\$0.98		2" TEE		\$9.56	
GOOF PLUG		\$0.71		1/2" X 2"		\$1.05		2.5" PVC COUPLING		\$10.22	
BARB FITTINGS				1/2" X 4"		\$1.14		2.5" PVC ELBOW		\$23.84	
1/2" BARB COUPLING		\$0.95		1/2" X 6"		\$1.16		1/2" MxF STREET ELL		\$3.78	
1/2" M X BARB 90ELL		\$0.95		3/4" X CLOSE		\$0.79		3/4" MxF STREET ELL		\$4.63	
3/4" M X BARB 90ELL		\$0.95		3/4" X 2"		\$0.79		1.5"X1" SxS BUSHING		\$4.07	
1/2" F X BARB 90ELL		\$0.95		3/4" X 4"		\$1.08		1x3/4" SxS BUSHING		\$2.44	
PVC PIPE				3/4" X 6"		\$1.29		1 1/4x1" SxS BUSHING		\$3.34	
3/4" CL200 LF		\$1.13		1" X CLOSE		\$1.25		1.5x1.25" SxS BUSHING		\$3.68	
1" CL200 LF		\$1.71		1" X 2"		\$1.25		2x1.5" SxS BUSHING		\$8.24	
1.5" CL200 LF		\$2.30		1" X 4"		\$1.69		1x3/4" MxF BUSHING		\$5.31	
2" CL200 LF		\$3.65		1.5" X CLOSE		\$2.13		3/4x1/2" MxF BUSHING		\$3.78	
2.5" CL200 LF		\$5.28		1.5" X 2"		\$2.36		1/2" MxF RISER EXT		\$2.54	
3" CL200 LF		\$7.50		2" X CLOSE		\$2.70		3/4" MxF RISER EXT		\$3.97	
4" CL200 LF		\$13.20		2" X 2"		\$2.72		1" MxF RISER EXT		\$5.75	

Invoice Proposal

Date 6/4/24

Licensed & Insured

YouTube



A STUMP MAN

303-777-5757
astumpman.com

Website



PO Box 2383 Englewood CO 80150 • Email: michael@astumpman.com

Name: Littleton Village; Jim Bowlby
Address: Broadway and Dry Creek
City State Zip: Littleton CO 80122

Phone: 303-909-9109
Email Address: jimfbowlby@gmail.com

** All stumps are ground 6-10 inches below grade, leaving the grindings at stump site**

DESCRIPTION	AMOUNT
Remove 3 additional stumps as designated by Jim Bowlby	\$195
** All stumps ground 6-10" below grade, leaving grindings at stump site	
TOTAL	\$195

Please make checks payable to:
Michael Rios
PO Box 2383
Englewood CO 80150

I acknowledge the terms and conditions below and agree and authorize A Stump Man to perform the services above and pay the amount due as indicated above.
X

TERMS AND CONDITIONS:

A STUMP MAN SHALL NOT PERFORM ANY SERVICES THAT RESULT IN MOVING THE EARTH WITHOUT A UTILITY LOCATE. A STUMP MAN SHALL NOT BE RESPONSIBLE FOR DAMAGE TO ANY UNDERGROUND UTILITIES AS A RESULT OF INACCURATE LOCATE. A STUMP MAN SHALL FURNISH ALL NECESSARY LABOR, TOOLS, EQUIPMENT, TRANSPORTATION, SUPERVISION, AND ALL EFFORT NECESSARY TO PERFORM TREE SERVICES. WORK SHALL BE PERFORMED IN A PROFESSIONAL MANNER BY QUALIFIED PERSONNEL. CUSTOMER RECOGNIZES THAT THE NATURE OF TREE SERVICES MAY RESULT IN SOME LAWN DAMAGE. A STUMP MAN SHALL MAKE EVERY EFFORT TO MINIMIZE LAWN DAMAGE. A STUMP MAN SHALL ATTEMPT TO MEET ALL PERFORMANCE DATES, BUT SHALL NOT BE LIABLE FOR DAMAGES DUE TO DELAYS FROM INCLEMENT WEATHER OR OTHER CAUSES BEYOND THEIR CONTROL. THE CUSTOMER WARRANTS THAT ALL TREES, PLANT MATERIAL AND PROPERTY UPON WHICH WORK IS TO BE PERFORMED ARE EITHER OWNED BY HIM/HER OR THAT PERMISSION FOR THE WORK HAS BEEN OBTAINED FROM THE OWNER.



Invoice Proposal

Date 6/26/24

Licensed & Insured

YouTube



A STUMP MAN

303-777-5757

astumpman.com

PO Box 2383 Englewood CO 80150 • Email: michael@astumpman.com

Website



Name: Littleton Village; AJ
Address: Broadway and Dry Creek
City State Zip: Littleton CO 80122

Phone: 303-877-6284
Email Address: AJ@publicalliancellc.com

** All stumps are ground 6-10 inches below grade, leaving the grindings at stump site**

DESCRIPTION	AMOUNT
Remove 10 stumps as designated by Jim Bowlby	\$650
** All stumps ground 6-10" below grade, leaving grindings at stump site	
<div style="border: 1px solid black; padding: 5px;"> Please make checks payable to: Michael Rios PO Box 2383 Englewood CO 80150 </div>	

TOTAL \$650

I acknowledge the terms and conditions below and agree and authorize A Stump Man to perform the services above and pay the amount due as indicated above.
X

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PROPOSAL

2/13/2024

Geol Scheirman
 LITTLETON VILLAGE METRO DISTRICT 4/27/24
 7426 S Logan St
 Littleton, CO80122
 Quote: A910745928

LITTLETON VILLAGE METRO DISTRI:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 303-286-1200. It's that easy.

Service Details			
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LARGE CONTAINERS			
Equipment Qty/Type/Size:	2 - Open Top - 30.00Yd(s)	Haul Rate:	\$385.00 per haul
Frequency:	On-Call	Tons Included in Haul Rate:	4.0
Material Type:	Solid Waste	Additional Tons:	\$50.00 per ton
Hauls/ month:	2.0		

Estimated Monthly Amount *	
Large Container Haul Charge	\$770.00
Total Estimated Amount	\$770.00

One Time Charges	
Delivery Charge Subtotal	\$438.00
Valued Customer Discount - Delivery	- \$258.00
Total One-Time Amount	\$180.00

Rob Kurtz
 Republic Services
 7204592899
 rkurtz@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

**FRF, RPC, ERF and ADMIN: The Fuel Recovery Fee (FRF) and the Recycling Processing Charge (RPC) are variable charges that change monthly. For more information on the FRF, RPC, Environmental Recovery Fee (ERF) and Administrative Fee, please visit www.republicservices.com/customer-support/fee-disclosures. The proposed rates above are valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

INVOICE TO	
CUSTOMER NAME	LITTLETON VILLAGE METRO DISTRI
ATTN	Geol Scheirman
ADDRESS	405 URBAN ST STE 310
CITY	LAKEWOOD, CO
STATE	
ZIP CODE	80228-1230
TEL. NO.	(303) 903-9760 FAX NO.

SITE LOCATION	
SITE NAME	LITTLETON VILLAGE METRO DISTRICT
ADDRESS	7426 S Logan St
CITY	Littleton, CO
STATE	
SUITE	
ZIP CODE	80122
TEL. NO.	(303) 903-9760 FAX NO.
AUTHORIZED BY	Geol Scheirman TITLE
CONTACT	Geol Scheirman TITLE



REPUBLIC SERVICES

Temporary Service Agreement

AGREEMENT NUMBER A910745928

ACCOUNT NUMBER 535-149865

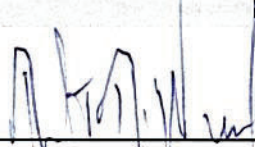
EMAIL : geol@publicalliancecellc.com

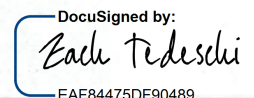
N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	SUPPLEMENTAL CHARGES	TC/RC CMP
N		RO	30.00Yd(s)	N	2	T	N	O/C	1.0	N		N	DN01	4/27/2024	\$385.00			\$50.00 over 4.0 tons		Delivery \$219.00 Dry Run \$230.00 Relocate \$255.00 Removal \$185.66 Washout \$275.00	

Allied Waste Transportation, Inc. DBA Allied Waste Services of Denver, Republic Services of Denver

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

HEREINAFTER REFERRED TO AS THE "COMPANY"

BY:  3/18/24
 (AUTHORIZED SIGNATURE)

BY:  EAE84475DE90489
 (AUTHORIZED SIGNATURE)

TITLE: Secretary

TITLE: GENERAL MANAGER

Zach Tedeschi 3/25/2024
 CUSTOMER NAME (PLEASE PRINT) DATE OF AGREEMENT

COMMENTS:
 Fuel Recovery Fee - No, Environmental Recovery Fee - No, Administrative Fee - No
 Additional Items:
 30.00Yd(s) - Minimum Lift Fee: \$150 for 1 minimum lift per month effective on 3/01/2024;
 Valued Customer Discount - Delivery for 2 containers RO 30.00 yard - \$258.00
Delivery Notes:
 Safety: No Safety Concerns WASTE CONTAINER 30 CU YD - DEL 2-30 SAT. AM PRIOR TO 8:30 AM/ drn 2-30 AFTER 12:30 Same day.
 Exempt from: Fuel Recovery Fee, Enviromental Recovery Fee, Administrative Fee

See reverse for Terms and Conditions

TERMS AND CONDITIONS

- 1. AGREEMENT.** This Customer Service Agreement consists of the service details above, including the Comments ("Service Details"), and these Terms and Conditions (together, the "Agreement"). If Customer's Site is located within a franchised service area and the Terms and Conditions in this Agreement conflict with the applicable franchise agreement with respect to the Services covered by such franchise agreement, the terms and conditions in the franchise agreement shall control.
- 2. RESPONSIBLE PARTY.** "Company" is the entity identified in the Service Details. Company is an individual operating subsidiary of Republic Services, Inc. Republic Services, Inc. itself does not perform the waste services and does not contract with customers. Accordingly, all obligations to you rest solely with Company and not with its parent company. All Services hereunder will be managed, performed, and billed for by Company, except to the extent Company may subcontract certain Services to its affiliates or subcontractors, as needed.
- 3. TERM (SCHEDULED AND ON-CALL SERVICES).** FOR ALL SCHEDULED AND ON-CALL SERVICES, THE INITIAL TERM OF THIS AGREEMENT SHALL BEGIN ON THE DATE WHEN SERVICE COMMENCES AND CONTINUE FOR MONTH TO MONTH, UNLESS OTHERWISE SPECIFIED, THIS AGREEMENT SHALL AUTOMATICALLY AND SUCCESSIVELY RENEW FOR MONTH TO MONTH UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS, BUT NOT MORE THAN 180 DAYS, BEFORE THE END OF THE THEN-CURRENT TERM.
- 4. TERM (TEMPORARY SERVICES).** FOR ALL TEMPORARY SERVICES, THE TERM SHALL BEGIN ON THE EFFECTIVE DATE AND CONTINUE THROUGH THE FINAL LIFT OF THE TEMPORARY CONTAINER(S).
- 5. DEFINITIONS.** "Waste" means any waste material that fully conforms to the description of such Waste in this Agreement and its approved waste profile, manifest or other waste documentation. "Non-Conforming Waste" means any waste material not expressly included within the scope of this Agreement, waste material that does not conform to its waste documentation, waste material that is not acceptable at the intended disposal or recycling facility, and/or Waste placed in a container intended for a different type of Waste (such as solid waste in a container for Recyclables). "Recyclables" means material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastic containers.
- 6. SCOPE OF SERVICES; TITLE; NON-CONFORMING WASTE.** Customer grants to Company the exclusive right to perform the services set forth in the Service Details ("Services"), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Law"). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste. Customer agrees not to deposit, or permit the deposit for collection of, any Non-Conforming Waste. Title to and liability for any Non-Conforming Waste shall remain with Customer and shall at no time pass to Company regardless of whether physical possession of Non-Conforming Waste has passed to Company. Company shall acquire title to conforming Waste when collected or received by Company. If Company determines that any Waste is Non-Conforming Waste, it will have the right to reject, revoke acceptance of, or determine alternative disposal for, such Non-Conforming Waste and convey it to Customer or another location. In such event Customer will pay Contractor's reasonable costs for the handling, analysis, transportation, repackaging, and time involved in returning such Non-Conforming Waste to Customer or other location or arranging for alternative disposal.
- 7. PAYMENT AND CHARGES.** Customer shall pay Company all rates, fees, taxes, and other amounts payable under this Agreement for the Services ("Charges") within 20 days after the date of Company's invoice. Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company's discretion up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charge for late or insufficient payments. Unless otherwise agreed, Customer shall pay administrative fees ("ADMIN"), fuel recovery fees ("FRF") environmental recovery fees ("ERF") and a recycling processing charge ("RPC") in the amounts shown on each of Company's invoices, which fees Company may change from time to time by showing the amount on Customer's invoice (additional information regarding these fees is available on Company's website at: www.republicservices.com/customer-support/fee-disclosures). ADMIN, FRF, ERF and RPC are not associated with any explicit cost to service Customer's account but are designed to help Company recover certain costs across its business and achieve an acceptable operating margin. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. If Company becomes concerned about Customer's creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months' Charges under this Agreement if allowed by Applicable Law. The rates set forth in the Service Details do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer's invoice where applicable.
- 8. ADJUSTMENTS TO CHARGES.** Notwithstanding any information contained in the Service Details, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or acts of God such as fires, weather, disease, strikes or terrorism; (b) increased Company costs as measured by the most recently trailing 12-months' average in the Consumer Price Index for All Urban Consumers (Waste, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics; (c) increased disposal or processing costs; (d) increased transportation costs; (e) increased fuel costs; (f) costs or fees due to the inclusion of Non-Conforming Waste and/or contamination; (g) decreased value of Recyclables or changes in commodity markets; or (h) actual Services or equipment that differ from those listed in the Service Details (all of the foregoing are "Required Adjustments"). Subject to any Comments in the Service Details, Company may also increase Charges at any time and for any other reason by notice to Customer (on its invoice) and with Customer's consent ("Agreed Adjustments"), which consent may be evidenced verbally, in writing, or by the parties' actions and practices. Unless specified otherwise in Company's notice, all adjustments to charges shall be treated as Agreed Adjustments. Within 30 days of receiving notice of an Agreed Adjustment, Customer may object to the adjustment by calling Customer Service. If Customer does not object to an Agreed Adjustment within 30 days and continues to receive and pay for Services, then Customer shall be deemed to have consented to the Agreed Adjustment by its actions.
- 9. SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, in writing, by payment of the invoice, or by the parties' actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provides collection and disposal (or processing) services, the parties agree that this Agreement shall continue in full force and effect as so adjusted.
- 10. RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Any equipment furnished by Company shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose, shall not overload (by weight or volume), move, or alter the equipment, and shall not allow the equipment to be used for any purpose by any person or entity other than Customer's employees without Company's prior written consent. If a Company container is moved from Customer's Site Location by anyone other than Company, Customer agrees to pay Company \$250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. After the Initial Term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. Company shall not be responsible for any damages to Customer's pavement, curbing, or other driving surfaces resulting from Company providing service at Customer's Site.
- 11. COMPANY INDEMNIFICATION. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") TO THE EXTENT ARISING FROM COMPANY'S NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT.**
- 12. CUSTOMER INDEMNIFICATION. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES TO THE EXTENT ARISING FROM CUSTOMER'S NEGLIGENCE, WILLFUL MISCONDUCT, PROVISION OF NON-CONFORMING WASTE, AND CUSTOMER'S USE, OPERATION, OR POSSESSION OF COMPANY'S EQUIPMENT. THE OBLIGATIONS SET FORTH IN SECTIONS 11 AND 12 SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT.**
- 13. SUSPENSION; TERMINATION.** If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of the Agreement (including non-payment) and fails to cure such breach within 10 days after receiving written notice of the breach. Company may terminate this Agreement for its convenience upon 30 days prior written notice to Customer.
- 14. LIQUIDATED DAMAGES.** If Customer terminates this Agreement before its expiration for any reason other than Company's breach (or if Company terminates this Agreement due to Customer's non-payment), Customer shall pay Company an amount equal to the average Charges from Customer's last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer

acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

15. RIGHT OF FIRST REFUSAL. Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of the Services during any term of this Agreement ("Offer") and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.

16. COMMUNICATIONS. To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer's agent or representative (absent proof of medical necessity as reasonably determined by Company). All notices to Company pertaining to this Agreement shall be sent via email to contractnotice@republicservices.com. If (and only if) Customer does not have access to email, written notice shall be provided via certified mail to: Republic Services, Attn: Customer Contracts, 18500 N. Allied Way, Phoenix, AZ 85054. Any notices received from Customer will be deemed effective no less than 60 days from the date received by Company.

17. DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER. (a) Except for Excluded Claims (defined below), Customer and Company agree that any and all claims between them arising out of or related to this Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising in connection with or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (b) Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company or its parent or corporate affiliates. (c) The following claims constitute "Excluded Claims" and are not subject to mandatory binding arbitration: (i) either party's claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of this Agreement; and (iii) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

18. MISCELLANEOUS. (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision. (b) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any Waste or Recyclables. (e) Company may assign this Agreement without Customer's consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding. (i) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

The following Terms and Conditions apply to Customer only if Customer is receiving the applicable Service from Company.

19. CONTAINER REFRESH. If the Services include Container Refresh, Customer is limited to one (1) exchange of each participating container every 12 months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any request by Customer to cancel Container Refresh will not be effective until Customer completes payment for 12 consecutive months of enrollment in the program. The Charge for Container Refresh will be itemized on Customer's invoice, which Charge may be changed by Company by showing the amount of the new Charge on Customer's invoice. Company reserves the right to suspend or cancel the Container Refresh program at any time.

20. RECYCLABLES. If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclables and not place items in any recycling container that may make the Recyclables unsuitable for recycling or decrease the value of the Recyclables. Customer agrees that Company in its sole discretion may determine whether any load of Recyclables is contaminated and may refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal.

21. ROLL-OFF. Republic may charge rent or a minimum lift charge if a roll-off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off service: (a) Company will not accept: white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility. (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off, shall not exceed 3 feet in depth and shall not exceed 10 tons in weight. (c) Customer shall not load materials above the top of the roll-off. (d) Customer shall close and latch the back door of the roll-off before service. The driver cannot load a roll-off with an open or unlatched back door. (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur. (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties, or damages incurred by Republic due to the overweight container.

22. EQUIPMENT RENTAL. Rented equipment shall remain at Customer's Site, except when handled by Company. Customer shall not make any changes, alterations, additions, or improvements in or to the equipment or move or relocate the equipment without Company's prior written consent. Customer shall allow Company and/or its designee to enter the Site to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Company has the right, at any time and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical service.

MAINTENANCE. Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories and contents during the term of this Agreement. Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment's operation. If electrical or any other installment requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

CUSTOMER'S OBLIGATIONS. Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement and the manufacturers and Company's instructions. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by Company or as otherwise mandated by Applicable Law. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer's sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company's title or rights might be encumbered or impaired. If this Agreement is terminated early for any reason, in addition to the Liquidated Damages, Customer shall also reimburse Company for any fabrication, configuration, installation and de-installation costs, including, but not limited to, labor costs, incurred in placing and removing the equipment from Customer's Site.

DISCLAIMER OF WARRANTIES; DAMAGES. COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES THEREFOR. COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, LOST SALES AND PROFITS AND OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES COMPANY FROM AND AGAINST ANY SUCH DAMAGES.

23. ELECTRONIC MATERIAL AND/OR BULB & BATTERY RECYCLING SERVICES. Electronic Material Services and/or Bulb & Battery Recycling Services are provided only within the continental United States (not available in Alaska or Hawaii). Company or its subcontractor shall collect, transport, or receive via mail, treat, recycle, and/or dispose of Electronic Material and/or Bulbs & Batteries as provided in the Service Details. Customer acknowledges and understands that due to a variety of factors, including without limitation market conditions and processing costs, some or all of the Electronic Material and Bulbs & Batteries may be disposed of in a disposal facility and not recycled. Weights and/or unit counts of all Electronic Material and Bulbs & Batteries shall be determined upon receipt by Company or its subcontractor. All references to "Company" in this section of the Agreement shall also include Company's subcontractor(s).

ADDITIONAL DEFINITIONS. The following additional definitions apply to the recycling of Electronic Material and Bulbs & Batteries only:

"Bulbs & Batteries" means those materials included in the Environmental Protection Agency's Universal Waste regulations set forth in 40 C.F.R. 273, including bulbs, batteries, TSCA-exempt ballasts and non-PCB ballasts, lamps, and other mercury-containing items and materials.

"Electronic Material" consists of any video display devices (CRT or flat panel), computers, servers, laptops, tablets, cell phones, and other electronics that are not excluded by these provisions relating to Electronic Material Services. Electronic Material does not include any solid waste, non-electronic Recyclable Material or Excluded Waste.

"Excluded Waste" means any material other than Electronic Material or Bulbs & Batteries. Electronic Material and Bulbs & Batteries may not be commingled. If Electronic Material is commingled with Bulbs & Batteries for a Bulb & Battery Recycling Service, the Electronic Material will be treated as Excluded Waste, and vice versa.

BOX MAIL-BACK SERVICES (Electronic Material and Bulbs & Batteries). In connection with Box Mail-Back Services, the following additional terms shall apply:

Pre-Payment; No Refunds. Payment for Box Mail-Back Services is made in advance and will not be refunded for any reason after a box has been shipped to Customer. If Customer returns an unused box, Customer will be responsible for its shipping cost plus a restocking fee.

Expiration of Boxes. Each box must be received by Company or its subcontractor within 1 year from the date of order (the "Expiration Date"). With respect to Electronic Material, the Expiration Date can be extended an additional year for a fee of 50% of the original box price. Company has no obligation after the Expiration Date to process materials sent in for recycling and may return such materials to Customer at Customer's expense.

Safe Packaging Obligation. Customer is responsible for complying with all packaging (including safely packaging contents), sealing, and shipping instructions included with each box.

Electronic Material Specifications. With respect to Electronic Material Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) processing electronics containing wood; (v) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (vi) return shipping charges for any Excluded Waste or boxes received with expired labels.

Bulbs & Batteries Specifications. With respect to Bulb & Battery Recycling Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (v) return shipping charges for any Excluded Waste or boxes with expired labels received by Company.

PACK-UP & PICK UP SERVICES (Electronic Material and Bulbs & Batteries). In connection with Pack Up & Pick Up Services, the following additional terms shall apply:

Safe Packaging Obligation. Customer is responsible for complying with all safety, packaging, sealing, and loading/palletizing instructions (including removing materials from their original packaging and/or not individually wrapping all materials) included with each order and shall ensure such is completed prior to the scheduled pickup date.

Electronic Material Specifications. With respect to Electronic Material Pack-Up and Pick-Up Services, Customer shall ensure that Electronic Material is sorted into the following categories: (1) video display devices (CRT); (2) video display devices (flat panel); (3) computers; (4) laptops, tablets, cell phones; and (5) all other Electronic Material. A full list of items that fall into each of these categories is available upon request. If the Electronic Material is not properly sorted, is not removed from its original packaging, and/or is not properly loaded and palletized, additional fees will apply.

FULL SERVICE (Electronic Material). There is a minimum charge for Full Service. For loads of Electronic Material up to 466 pounds, the minimum charge for Full Service will be \$660. For loads of Electronic Material over 466 pounds, the charge for Full Service will be the weight of the load multiplied by the per pound charge quoted in the Service Details.

CUSTOMER'S INITIAL:

DS
ET

DATE:

3/25/2024

ADDENDUM TO AGREEMENT FOR SERVICES
Large Container Rental and Hauling

THIS ADDENDUM ("Addendum") modifies the Agreement for Large Container rental and hauling ("Agreement") between **REPUBLIC SERVICES, INC.**, a Delaware corporation ("Contractor") and **LITTLETON VILLAGE METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the state ("District"), and is effective as of the same date as the Agreement.

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

1. Terms of Addendum Controlling. The parties expressly intend and agree that this Addendum is hereby incorporated into the Agreement and the terms herein shall modify and control the terms in the Agreement. Any inconsistency between the terms of this Addendum and the terms of the Agreement shall be resolved in favor of the terms contained in this Addendum.
2. Workers' Compensation Insurance. During the Term of this Agreement, Contractor shall maintain in full force and effect a policy of Workers' Compensation insurance to the extent required by law for Contractor's employees.
3. Independent Contractor. The services to be performed by Contractor are those of an independent contractor and not of an employee or partner of the District. Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither Contractor nor its employees, if any, are entitled to Workers' Compensation benefits from the District for the performance of the services specified in this Agreement.
4. Limitation on District Indemnity. Any obligation of the District to indemnify, defend, or hold harmless Contractor is deleted. Notwithstanding any provision in the Agreement, the District does not waive and shall retain all of the immunities, protections, rights, procedures, and limitations provided to the District under the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S.
5. Limitation on Damages. Under no circumstances shall the District be liable to Contractor for special, punitive, indirect or consequential damages suffered by Contractor arising out of or in connection with this Agreement, including without limitation lost profits, loss of use, or loss of opportunity.
6. Governing Law, Jurisdiction and Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. Exclusive jurisdiction and venue for any dispute arising out of or relating to this Agreement shall be in the State of Colorado District Court for the county in which the District's mailing address is located.
7. Annual Appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution and Section 29-1-110, C.R.S., the District's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations will be made in the sole discretion of the District's Board of Directors.

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

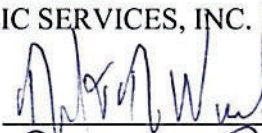
CONTRACTOR:

REPUBLIC SERVICES, INC.

By: _____

Name: _____

Title: _____


DAVID T. DEWARD
GENERAL MANAGER 3/18/24

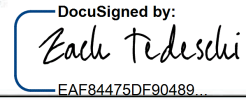
DISTRICT:

LITTLETON VILLAGE METROPOLITAN
DISTRICT NO.2

By: _____

Name: _____

Title: _____

DocuSigned by:

EAF84475DF90489...

Zach Tedeschi

Secretary

From: [Karen Stoggs](#)
To: [Karen Stoggs](#)
Subject: FW: Graffiti (Public Property) was just reported by one of your neighbors
Date: Friday, July 5, 2024 9:33:38 AM
Attachments: [image001.png](#)

From: Timothy McCarthy <tmccarthy@schediogroup.com>
Sent: Thursday, June 6, 2024 5:24 PM
To: Mark McGarey <Mark@publicalliancecellc.com>
Cc: Timothy Isaac McCarthy <timothy.i.mccarthy@schediogroup.com>
Subject: Re: Graffiti (Public Property) was just reported by one of your neighbors

Mark
We can knock that out in four hours - which includes equipment prep/travel/etc.

\$800.00 - includes labor, equipment, water, chemicals, travel time, etc.

Let me know if that works for you. We'll get it done within the next few days and send before and after photos when done.

Thank you for thinking of us.
Tim

Sent from my iPhone

On Jun 6, 2024, at 4:37 PM, Mark McGarey <Mark@publicalliancecellc.com> wrote:

Here are the photos after my failed effort today.

Give me a T&M proposal with a not to exceed if possible. There are three spots you can see in the photos and a fourth on the drainage pan not visible.

Thanks,
Mark



Mark McGarey | District Manager
720.213.6621
Public Alliance
405 Urban Street, Ste 310, Lakewood, CO 80228

From: Timothy McCarthy <tmccarthy@schediogroup.com>
Sent: Thursday, June 6, 2024 3:17 PM
To: Mark McGarey <Mark@publicalliancecellc.com>
Subject: Re: Graffiti (Public Property) was just reported by one of your neighbors

We can take care of it - but on a T&M basis.

If you have photos - feel free to share.

Thank you for thinking of us Mark.

Tim

Sent from my iPhone

On Jun 6, 2024, at 2:53 PM, Mark McGarey <Mark@publicalliancecellc.com> wrote:

Hi Tim

We have a small amount of graffiti out at Littleton Village. I made a mess of it trying to clean it up myself. Ugh.
Can you guys get this taken care of while you're out there next week?
Shoot me a proposal if you'd like to do it.

Thanks
Mark

<[image002.png](#)>

From: Geol Scheirman <geol@publicalliancecellc.com>
Sent: Thursday, May 30, 2024 11:37 AM
To: Mark McGarey <Mark@publicalliancecellc.com>
Cc: David Rees <davidr@publicalliancecellc.com>
Subject: FW: Graffiti (Public Property) was just reported by one of your neighbors

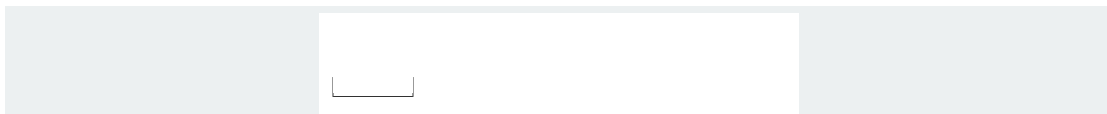
Looks like there is graffiti out at Littleton Village.
https://seeclixfix.com/issues/16728981?poi_token=996fa8af82aabf5aa8662ae193379e4aad5431b1&utm_campaign=poi-notice-email&utm_content=issue-card-header&utm_medium=email&utm_source=poi_email&utm_term=issue-summary

I believe this is ours to fix, the address is ours but if it is closer to Broadway. Let me know if you want to address and the team has a couple of company's that we can call to get it removed.

Just let me know.
Geol

<[image001.png](#)>

From: SeeClickFix <donotreply@seeclixfix.com>
Sent: Thursday, May 30, 2024 11:28 AM
To: Geol Scheirman <geol@publicalliancecellc.com>
Subject: Graffiti (Public Property) was just reported by one of your neighbors





Based on issues you've acted on in the past, we felt you would be interested in this recently reported issue.

Graffiti (Public Property)
531-565 E Fremont Pl Littleton CO 80122, United States
Red spray paint on concrete drainage structure in storm retention ditch north of East Fremont Place. [more...](#)

[Follow](#) [Comment](#) [Share](#)

What's a POI?

"POI" stands for point of interest. You're receiving this POI alert because you've reported, commented on, or voted on issues nearby this one. We strive to only send you issues you'd be interested in, and you can always [click here](#) to manage your POIs.

[Unsubscribe](#) - [Manage your POIs](#)

Copyright SeeClickFix, Inc. All rights reserved.
770 Chapel Street, New Haven, CT 06510







INDEPENDENT CONTRACTOR AGREEMENT
(Concrete Repair)

This Independent Contractor Agreement (the "Agreement"), is entered into as of the 22nd day of April, 2024 by and between LITTLETON VILLAGE METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and SCHEDIO GROUP LLC, a Colorado limited liability company (the "Contractor"). The District and the Contractor are referred to herein individually as a "Party" and collectively as the "Parties."

1. SCOPE OF SERVICES. The Contractor agrees to provide the scope of services as described in Exhibit A attached hereto (the "Services"). All provisions of the Services shall be subject to the provisions of this Agreement. In the event of any inconsistency between the provisions of this Agreement and Services, the provisions contained within this Agreement shall control.

2. TERM. This Agreement shall terminate on the earlier to occur of: (i) completion of the Services; or (ii) termination pursuant to Section 10 - Default herein.

3. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any 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, its employees, agents or equipment. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions 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.

4. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has independently determined: (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. The Contractor shall use the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the District. 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, correct the Services not meeting this standard without additional compensation.

b. The Services of the Contractor shall be undertaken and completed expeditiously. If completion of the Services 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 timely 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 shall comply with all applicable laws, rules, and regulations, and required permits and licenses required to provide the Services including any such laws relating to storage, use or disposal of hazardous materials.

e. The Contractor shall complete the Services in such a manner as to minimize any annoyance, interference or disruption to the residents, occupants and invitees within the District.

5. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided shall be in accordance with the compensation listed on Exhibit A. The Contractor shall be responsible for all expenses it incurs in performance of the Services and shall not be entitled to any reimbursement or compensation except as provided in Exhibit A, 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 prior to commencing the Services.

b. Invoices. An itemized invoice shall be submitted upon completion of the Services. Payment shall be made by the District within thirty (30) days of receipt of the invoice.

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

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

8. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in the Agreement.

9. INDEMNIFICATION. The Contractor agrees to indemnify, defend, and hold harmless the District from any and all damages and liabilities arising from the Contractor's performance of the Services. As part of this obligation, the Contractor shall compensate the

District for the time, if any, spent by its legal counsel in connection with such claims or actions. The District is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses and protections provided by the Colorado Governmental Immunity Act § 24-10-101 et seq., C.R.S., or otherwise available to the District or its officers or employees.

10. DEFAULT. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

11. REMEDIES. In the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate this Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of the default. Under no circumstances shall either Party be liable to the other Party for special, punitive, indirect or consequential damages arising out of or in connection with this Agreement.

12. 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. 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.

13. 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 the Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

14. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the District's Board of Directors, pursuant to Article X, Section 20 of the Colorado Constitution and Section 29-1-110, C.R.S.

15. SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. NO THIRD PARTY BENEFICIARIES. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

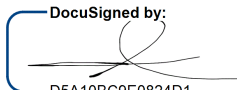
17. TAX EXEMPT STATUS. The District is a governmental entity and is therefore exempt from state and local sales and use tax. The District will not pay for or reimburse any sales or use tax that may not directly be imposed against the District. The Contractor shall use the District's sales tax exemption for the purchase of any and all products and equipment on behalf of the District.

18. COUNTERPART EXECUTION. This Agreement may be executed in counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank. 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.

CONTRACTOR:
SCHEDIO GROUP LLC

By:  _____
Name: Tim McCarthy
Title: Manager

LITTLETON VILLAGE METROPOLITAN
DISTRICT NO. 2

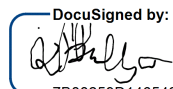
By:  _____
Name: Jim Bowlby
Title: President

EXHIBIT A

SCOPE OF SERVICES



Date: April 20, 2024

To: Board of Directors
Littleton Village MD2
c/o Public Alliance
405 Urban Street, Suite 310
Lakewood, Colorado 80228

From: Schedio Group LLC
Timothy McCarthy
809 14th Street, Suite A
Golden, Colorado 80401

Subject: Proposal for Repair of Minor Concrete Cracks and Raised Concrete Edges

Schedio Group proposes that the following actions be taken to repair minor concrete cracks and raised concrete edges throughout the District:

- **Minor Concrete Cracks**

- Schedio Group will prepare and fill minor concrete cracks throughout the District.

Schedio Group identified approximately 400 LF of minor concrete cracks to be prepared and filled. The estimated cost to repair these areas is \$6,000.

- **Raised Concrete Edges**

- Schedio Group will mill raised concrete edges throughout the District to minimize pedestrian trip hazards.

Schedio Group identified approximately 50 LF of raised concrete edges to be milled. The estimated cost to repair these areas is \$500.

Schedio Group recommends including a 20% Contingency, therefore bringing the amount requested for Board approval to **\$7,800.00** (\$6,000.00 + \$500.00 + \$1,300.00).

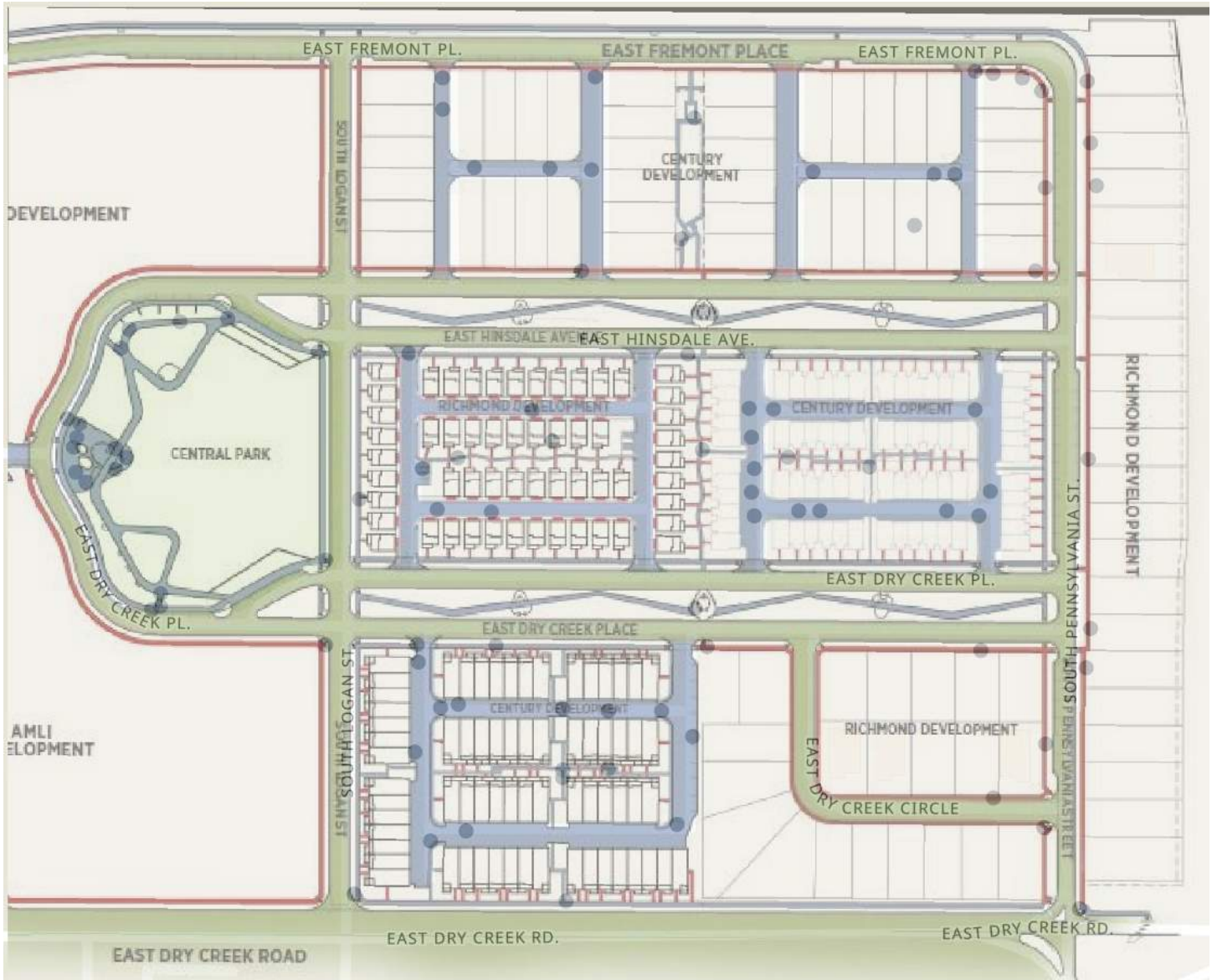
Respectfully,
Schedio Group LLC

A handwritten signature in blue ink, appearing to read 'Timothy A. McCarthy', written over a light blue circular stamp.

Timothy A. McCarthy
Managing Principal

EXHIBIT A

LITTLETON VILLAGE CONCRETE DAMAGE MAP



- Major Concrete Repair (Requires R &R)
- Minor Concrete Cracks (Crack Seal Only)
- Raised Concrete Edge



1. Cracked concrete at the Park.



2. Raised concrete at Park Steps.



3. Cracked Concrete by ADA Ramp.



4. Cracked Alley



5. Cracked sidewalk



6. Cracked concrete at center sitting area at East Dry Creek PL.



SCHEGRO-01

BOBROOKS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CCIG 155 Inverness Drive West Englewood, CO 80112	CONTACT NAME: Joe Anderson, CIC, CISR
	PHONE (A/C, No, Ext): (720) 212-2029 FAX (A/C, No): (303) 799-0156
	E-MAIL ADDRESS: Joe.Anderson@thinkccig.com
	INSURER(S) AFFORDING COVERAGE
INSURED Schedio Group LLC 809 14th Street, Ste. A Golden, CO 80401	INSURER A : CNA Insurance Companies NAIC #
	INSURER B : Pinnacol Assurance 41190
	INSURER C : Philadelphia Insurance Company
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6024852655	6/8/2023	6/8/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 HNOA \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6024851716	6/8/2023	6/8/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	4248623	1/3/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liabili			PHSD1712984	6/7/2023	6/7/2024	Occ/Agg 1,000,000
A	Property			6024852655	6/8/2023	6/8/2024	BPP 1,082

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 As required by written contract or written agreement, Littleton Village Metropolitan District is included as Additional Insured for ongoing operations under General Liability.

CERTIFICATE HOLDER **CANCELLATION**

Littleton Village Metropolitan District c/o Public Alliance 405 Urban Street, Ste 310 Lakewood, CO 80228	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

TABLE OF CONTENTS	
I.	Blanket Additional Insured Provisions
A.	Additional Insured – Blanket Vendors
B.	Miscellaneous Additional Insureds
C.	Additional Provisions Pertinent to Additional Insured Coverage
1.a.	Primary – Noncontributory provision
1.b.	Definition of "written contract"
2.	Additional Insured – Extended Coverage
II.	Liability Extension Coverages
A.	Bodily Injury – Expanded Definition
B.	Broad Knowledge of Occurrence
C.	Estates, Legal Representatives and Spouses
D.	Fellow Employee First Aid
E.	Legal Liability – Damage to Premises
F.	Personal and Advertising Injury – Discrimination or Humiliation
G.	Personal and Advertising Injury – Broadened Eviction
H.	Waiver of Subrogation – Blanket

I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a **"written contract"** to provide insurance, but only with respect to **"bodily injury"** or **"property damage"** arising out of **"your products"** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. **"Bodily injury"** or **"property damage"** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

20020005560248526557403



- h. **"Bodily injury" or "property damage"** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
 4. This provision **2.** does not apply if **"bodily injury" or "property damage"** included within the **"products-completed operations hazard"** is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSURED

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a **"written contract."**
2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such **"written contract;"**
 - b. Coverage broader than required by such **"written contract"** and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for **"bodily injury" or "property damage"** included within the **"products-completed operations hazard."** But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for **"bodily injury," "property damage" or "personal and advertising injury"** as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for **"bodily injury," "property damage," or "personal and advertising injury"** as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

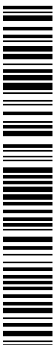
A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or
- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
 - (a) "**Bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
 - (b) "**Bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**."

With respect to this provision's requirement that additional insured status must be requested under a "**written contract**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.



i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;
- (2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision (2) does not apply to such "**bodily injury**" or "**property damage**" if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and
 - (b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

- 1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

- a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- (1) Is currently in effect or becomes effective during the term of this policy; and
- (2) Was executed prior to:

- (a) The "**bodily injury**" or "**property damage**;" or
- (b) The offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage.

- 2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

- a. An individual, then his or her spouse is an insured;

- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
- c. A limited liability company, then its members and managers are insureds;
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
- e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) **"Bodily injury"** or **"personal and advertising injury"** to any fellow employee or to any natural person listed in paragraphs a. through d. above;
- (2) **"Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of **"Bodily injury"** is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such **"occurrence,"** offense, claim or **"suit"** is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any **"executive officer"** or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.



D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a), (b) and (c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"**Property damage**" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs **1, 3, and 4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3, 4, 5, and 6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

- (a) The insured; or
- (b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.





IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

**BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE AND
BLANKET WAIVER OF SUBROGATION**

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

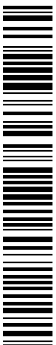
A. Who Is An Insured is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the:
 - a. "**Bodily injury**" or "**property damage**"; or
 - b. Offense that caused the "**personal and advertising injury**";
 for which the additional insured seeks coverage

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf,
 in the performance of your ongoing operations specified in the written contract or written agreement; or
 - c. "**Your work**" that is specified in the written contract or written agreement, but only for "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**," and only if:
 - (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The insurance provided to the additional insured does not apply to "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
4. The insurance provided to the additional insured does not apply to "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

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C. Under **Businessowners Liability Conditions, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:**

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "**suit**" under this insurance;
2. Tender the defense and indemnity of any claim or "**suit**" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph **D.2.** below:
 - a. Tender the defense and indemnity of any claim or "**suit**" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
 - b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "**suit**" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs 2. and 3. and replace them with the following:**

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "**suit**" if any other insurer has a duty to defend the additional insured against that "**suit**" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. Additional Insured – Extended Coverage

When an additional insured is added by this or any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds:

If the additional insured is:

1. An individual, then his or her spouse is an insured;
2. A partnership or joint venture, then its partners, members and their spouses are insureds;
3. A limited liability company, then its members and managers are insureds;
4. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
5. Any type of entity, then its employees are insureds;

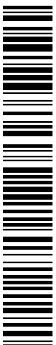
but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs 1. through 4. above;

- (2) **"Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or
 - (3) Providing or failing to provide professional health care services.
- F. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph 2. and replace it with the following:
- 2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or **"your work"** done under a contract with that person or organization and included within the **"products-completed operations hazard."**

All other terms and conditions of the Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY-
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph H. **Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.


EXTENDED COVERAGE ENDORSEMENT - BA PLUS
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE
A. Who Is An Insured

The following is added to **SECTION II, Paragraph A.1., Who Is An Insured:**

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
 - b.** The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability **policy** providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a.** Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b.** Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability **policy** providing **auto** coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

Policy, as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

SECTION II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

SECTION II, Paragraph B.5 does not apply.

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

Endorsement No: 17; Page: 1 of 5

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6024851716

Policy Effective Date: 06/08/2022

Policy Page: 70 of 80



Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

SECTION III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **SECTION III, Paragraph A.3.**:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

SECTION III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

D. Loss of Use Expenses

SECTION III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

E. Personal Property

The following is added to **SECTION III, Paragraph A.4.**

c. We will pay up to \$500 for loss to **Personal Property** which is:

- (1) Owned by an **insured**; and
- (2) In or on the covered **auto**.

This coverage applies only in the event of a total theft of your covered **auto**.

This insurance is excess over any other collectible insurance and no deductible applies.

F. Rental Reimbursement

The following is added to **SECTION III, Paragraph A.4.**:

d. We will pay for rental reimbursement expenses incurred by you for the rental of an **auto** because of **loss** to a covered **auto**. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered **auto**. No deductibles apply to this coverage.

1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the **loss** and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered **auto**; or,
 - (b) 15 days.
2. Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or,
 - (b) \$25 per day subject to a maximum of \$375.

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

Endorsement No: 17; Page: 2 of 5

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Policy No: BUA 6024851716

Policy Effective Date: 06/08/2022

Policy Page: 71 of 80



3. This coverage does not apply while there are spare or reserve **autos** available to you for your operations.
4. If **loss** results from the total theft of a covered **auto** of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

G. Hired "Autos"

The following is added to **SECTION III. Paragraph A.:**

5. Hired Autos

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision **G.e.(1)** will be subject to a limit of \$750 per **accident**.

H. Airbag Coverage

The following is added to **SECTION III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

I. Electronic Equipment

SECTION III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

J. Diminution In Value

The following is added to **SECTION III, Paragraph B.6.**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

Endorsement No: 17; Page: 3 of 5

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Policy No: BUA 6024851716

Policy Effective Date: 06/08/2022

Policy Page: 72 of 80



- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to **SECTIONS II and III**:

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your executive officers, except:
 - a. An **auto** owned by that **executive officer** or a member of that person's household; or
 - b. An auto used by that **executive officer** while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
 - (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, **executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such **executive officers** are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **SECTION IV, Paragraph A.2.a.**

- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **SECTION IV, Paragraph A.2.b.**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **SECTION IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

SECTION IV, Paragraphs 7.(5).(a). is revised to provide:

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

Endorsement No: 17; Page: 4 of 5

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Policy No: BUA 6024851716

Policy Effective Date: 06/08/2022

Policy Page: 73 of 80



- a. 45 days of coverage in lieu of 30 days

V. DEFINITIONS

SECTION V. Paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: BUA 6024851716

Policy Effective Date: 06/08/2022

Endorsement No: 17; Page: 5 of 5

Policy Page: 74 of 80

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606



WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A.** Under a written contact or agreement with such person(s) or organization(s); and
- B.** Prior to the "accident" or the "loss."

Form No: CA 04 43 11 20

Endorsement Effective Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Endorsement Expiration Date:

Policy No: BUA 6024851716

Policy Effective Date: 06/08/2022

Policy Page: 47 of 80


NOTICE OF CANCELLATION OR MATERIAL CHANGE - DESIGNATED PERSON OR ORGANIZATION

It is understood and agreed that this endorsement amends the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

In the event of cancellation or material change that reduces or restricts the insurance provided by this Coverage Form, we agree to send prior notice of cancellation or material change to the person or organization scheduled below at the address scheduled below. This endorsement does not amend our obligation to notify the Named Insured of cancellation as described in the Common Policy Conditions or in another endorsement attached to this policy.

SCHEDULE	
1. Number of days advance notice:	
10 Days if we cancel for non-payment of premium.	
30 Days if the policy is cancelled for any other reason, or if coverage is restricted or reduced by endorsement.	
2. Person or Organization's Name and Address	
Name:	Brookfield (Colorado) Management LLC
Attention:	
Street Address:	C/O CERT FOCUS, PO BOX 140528
City, State, ZIP:	KANSAS CITY, MO 64114-8528
e-mail address:	

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA72315XX (04-2019)

Endorsement Effective Date:

Endorsement No: 10; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Endorsement Expiration Date:

Policy No: BUA 6024851716

Policy Effective Date: 06/08/2022

Policy Page: 61 of 80



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 6 25046359

Policy Effective Date: 12/01/2021

Policy Page: 29 of 38

Major Concrete Repair Quotes

Littleton Village

7/5/2024

Company	Price		Scope	Crews	Men/crew	Start Date	Est completion
Elevation	\$ 48,580.00		6" sidewalks, 4000 psi	8 - 10, 4 man crews	4 man demo/2 formers/5 finishers	Sept	10 Days
Guizar	\$ 50,416.00		6" sidewalks, 4000 psi	4, 4 man crews	4 man demo crew. 10 finishers/labor	End of July	2 weeks
RDC	\$ 92,122.10		6" sidewalks, 4000 psi				

NOTES:

1119 sq ft sidewalk

1490 sq ft driveway

Dowl back to existing, add fiber

Vehicle traffic must be avoided till cure completed - 7 days. Fast cure concrete can reduce time to use.

Excludes permits, asphalt cut/repair, traffic control



QUOTE

Guizar Concrete Construction LLC

**QUOTE#:LITT. VILL.
DATE:05/13/24**

4937 COUNTY ROAD 47
HUSON CO, 80642
720-273-6184
galfredo@guizarconcreteconst.com

ATTENTION TO	PROJECT	SALESPERSON
Public Alliance	LITTLETON VILLAGE	Alfredo Guizar

DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL
Remove and replace 6" sidewalk -Sawcut as needed -Breakout concrete -Haul debris -Place forms -Compact sub-grade -Pour and finish concrete	1,119 SF	\$17.50	\$20,142.00
Remove and replace concrete at 6" alleys	1,480 SF	\$18.00	\$27,824.00
Pump (each use)		\$750.00	
Mobilization (additional mobilization will be added if work is to be done in more than 2 phases)		\$2,450.00	\$2,450.00
		TOTAL	\$50,416.00



Elevation Concrete

Date 6/21/2024

Estimate: 24-0314

Estimate: \$ 48,835.00

Service Provider:

Elevation Concrete, LLC
 4392 S Vivian Way
 Morrison, CO 80465
 Phone: 720.297.9863
Dustin@elevationconcrete.com
www.ElevationConcrete.com

Customer:

Name: Littleton Village - Public Alliance
 Address:
 7400 S Broadway
 Littleton, CO 80122
 Phone:
 Mark McGarey - 602.432.1736

Scope of Estimate: Remove and replace various, premarked areas of walkway/alleyway and driveway sections. Estimate is based on saw cuts and removal of existing areas with depths of 4"-6" and pour back of 6" depths. All concrete will be 4500psi SRM Blend 45300 with air, hand float finish and medium broom texture with tooled joints. 18" #4 dowels with 6" embedment to existing connected slabs as required @ 24" OC. Fiberforce300 or like fibrillated fiber at 1.5lbs dose. 1119 SF of walkway and 1480 SF of driveway/alleyway. Estimated soil removal of 2" for walkway sections shown below approx. 13 tons. Concrete to have Dayton Superior J10W white resin wax cure or like applied after broom finish. Assumed saw cuts 1300 LF at 4"-6" depth. Staging fee for single project shown below. Pour allowance for pumps if required, not shown and not anticipated. Excludes permits, fees, testing, road and walkway closure, etc. Concrete pour back does not include asphalt cut back and replace if required. All removal areas to be premarked at cut and replace lines with walkthrough prior to starting project. All residents to be affected by concrete repair and replacement must be notified prior to staging. Concrete must be kept off with vehicles for 7 days unless High Early blend is requested for additional cost. Foot traffic may resume the next day. Caution tape will be installed around new walkway areas if applicable and cones for driveway areas. EC not responsible for foot or tire/traffic marks after broomed and cure is applied. Net 15 Max Terms

*A **\$50 per truck load** charge will be applied on final invoice due to elevated fuel costs charged by our ready mix suppliers. Surcharge may increase if fuel prices rise. Pour allowance is for either pump or labor required to place concrete. Concrete yardage is estimated prior to forming and install. **Final Invoice to reflect over/under yardage charge of \$350 per Cyd if applicable. Estimated yardage : 50 Yds***

Item #	Job Description	Unit Cost	Units	Total
1	Walkway/Alley and Driveway	\$ 14.00	2600	\$ 36,400.00
2	Saw Cuts (2 Sides Assumed)	\$ 6.00	1300	\$ 7,800.00
3	Curing Compound	\$ 0.25	2600	\$ 650.00
4	Soil Removal/Disposal	\$ 95.00	13	\$ 1,235.00
5	Staging	\$ 2,500.00	1	\$ 2,500.00
6	Estimated Delivery Fuel Surcharge	\$ 250.00	1	\$ 250.00
7				\$ -
8				\$ -
9				\$ -
10				\$ -
11				\$ -
12				\$ -
13				\$ -
14				\$ -

Estimated Total \$ 48,835.00

We thank you for your time and consideration

Elevation Concrete does not accept Credit or Debit Card

Above estimate is not an invoice. It is an estimated cost for the services listed and is by **no right contractual. Estimate Valid for 30 days. Accepting the performance of work by Elevation Concrete is accepting terms of service and warranty.** *Other unforeseen cost and circumstances may apply but, customer will be notified prior to execution* If you have any questions concerning this estimate, please contact Elevation Concrete at 720.297.9863



PROJECT PROPOSAL

RCD CONSTRUCTION, INC. | 1830 1st Ave| Greeley, CO 80631

970-756-1150c | 970-888-3861 | ryan@RCDCONSTRUCTIONCO.COM

TOTAL: \$92,122.10

CUSTOMER

Littleton Village

DATE

5/27/2022

ADDRESS

399 E Dry Creek Rd, Littleton, CO 80122

CITY/STATE/ZIP

Littleton, CO 80122

PHONE

720-213-6621

E-MAIL

[Mark.McGarey <Mark@publicalliancecellc.com>](mailto:Mark.McGarey@publicalliancecellc.com)

PROJECT

Littleton Village Concrete Repairs

Project Location

399 E Dry Creek Rd, Littleton, CO 80122

Prepared by:

Ryan Domson

ATTN:

Mark McGarey

General Provisions

Proposal Per plans Dated : N/A

Proposal Per soils Report Dated: N/A

Invoices not paid within 30 days will accrue 2% interest monthly

Add 3% to total price if bond is required.

Retention shall be capped at 0% and released within 15 day of substantial completion of RCD's scope.

Proposal is valid for 10 days .

RCD Provide layout back to original elevation or best fit elevations.

All billing will be based off actual installed quantities.

Exclusions (unless otherwise noted)

Compaction Testing

Surveying

Winter protection or weather protection

Erosion control install or maintenance

Asphalt paving /Patching

Topsoil import /Landscaping/seeding

Permitting & associated fees

Asbestos abatement during demolition if applicable

Rock Excavation(Rock excavation will be billed at \$50/ CY)

Capping of existing utilities (water and sewer) if applicable

Demolition

Asphalt prep

Water meter

Over excavation unless otherwise noted

ITEM NO.		UNIT	EST. QTY	UNIT PRICE	TOTALS
A	Mobilization				\$ 31,770.00
1	Mobilization	EA	1	\$ 8,250.00	\$ 8,250.00
2	Drive Time	EA	405	\$ 39.00	\$ 15,795.00
3	Permitting	EA	1	\$ 7,725.00	\$ 7,725.00

ITEM NO.		UNIT	EST. QTY	UNIT PRICE	TOTALS
B	Concrete Remove and Replace				\$ 60,352.10
1	6" Sidewalk R&R	SF	1119	\$ 15.40	\$ 17,232.60
2	8" alleyway R&R	SF	1480	\$ 20.53	\$ 30,384.40
2	Subgrade re-work	SF	2599	\$ 4.90	\$ 12,735.10
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -

ACCEPTED: The above prices, specifications, and conditions are satisfactory and hereby accepted.

BUYER: _____

SIGNATURE: _____

DATE OF ACCEPTANCE: _____

Littleton Village

Waste Collection Quotes

24-May

Company	Monthly	Term	Overflow Pick Up	Rolloff	Tree Recycle
Waste Mgmt	14.90/mo	5 year	No	Free, 2, 30 yard	No
Waste Connections	14.75/mo	5 year	No	Free. 2, 30 yard	Free. 4' sections
HBS	15.85/mo	3 year	Yes, 3 bags and 4' bundles	Free, 2, 20 yard	Yes, 4' bundles
Republic	12.95/mo	3 year	No	HOA discount	\$12 per tree. 4' sections

From: [Karen Steggs](#)
To: [Karen Steggs](#)
Subject: FW: 2024 WM Proposal: Littleton Village MD, Littleton, 283 homes
Date: Friday, July 5, 2024 10:43:37 AM
Attachments: [image003.png](#)
[CO State Profile 01.01.2024.pdf](#)
[2024 Recycle & Holiday Schedule 12.14.2023.pdf](#)
Importance: High

From: Maher, Mike <mmaher1@wm.com>
Sent: Tuesday, April 23, 2024 5:48 PM
To: Mark McGarey <Mark@publicalliancellc.com>; FourCorners HOA <FCHOA@wm.com>; Maher, Mike <mmaher1@wm.com>
Subject: 2024 WM Proposal: Littleton Village MD, Littleton, 283 homes
Importance: High

Good evening Mark,

I received the information I needed from my Operations Team. This is what we can do for you:

\$14.90 per home per month for weekly trash service and every-other week recycle service. The total per home cost, including ALL charges, will be approximately \$14.90.

\$14.90 rate is broken out as follows

Monthly Base Rate / Home	\$11.13
Monthly ENERGY Surcharge (Fuel) Variable Rate / Home	\$1.83
Recycle Material Offset Charge (RMO) Variable Rate / Home	\$1.94
Estimated Total per home per month	\$14.90
Estimated Total for 283 homes	\$4,216.70

- 5 Year agreement term
- Rate held for 12months with increases in additional years limited to Consumer Price Index. (Approximately 5% currently)
- Rate will be detailed on each invoice to include a Base Rate, Energy Charge, and Recycle Material Offset Charge. The Energy and Recycle Material Offset Charge are variable and fluctuate based on Energy Costs, and the Recycling Market.
- Administrative Charge applies. Currently \$8.50 per paper invoice. Can be waived if signed up for Paperless Billing and Automatic Payments.
- Rate includes use of 96-gallon trash and recycle carts with wheels and lids

for all residents

- All Trash and Recycle must be inside WM carts.
 - Rate includes delivery of carts to all homes.
 - Additional carts available at \$5.00 per cart per month. This would be direct billed to homeowners who request extra carts.
- Includes weekly trash service and every-other-week recycling service.
 - Residents may call (303) 797-1600 to pre-pay and schedule the removal of bulky items such as furniture. Most bulky items are \$40
 - Rate includes one 30-yard rolloff dumpsters annually for a community cleanup event.
 - State of the art natural gas trucks, and experienced, highly trained, drivers.
 - World class service that you can rely on, week after week.
 - Residential Customer Service Team for residents. (303) 797-1600, or (800) 482- 6406
 - Dedicated Community Manager Service and Support Team for you; FCHOA@WM.COM
 - Quote valid for 60 days. (Doesn't have to start within 60, just accept offer)

If the above sounds good, To get started, I would just need:

- **Signed agreement (I can draft for you when you are ready to move forward)**
- **List of initial addresses for deliveries and service.**

Thanks and have a good meeting Thursday!

MIKE MAHER

HOA Territory Manager

Four Corners

mmaher1@wm.com



Access WM 24/7
with [My WM](#)

From: Mark McGarey <Mark@publicalliancellc.com>

Sent: Monday, April 22, 2024 3:24 PM

To: Maher, Mike <mmaher1@wm.com>

Subject: [EXTERNAL] RE: Littleton Village Residential Garbage/Recycling Quote

Thanks Mike.

It is about 283 single family homes and townhomes. The area begins east of Logan Street and does not include the multi-family west of Logan.

You can pull addresses from the map. The board has no timeline on this but has requested we get bids ready for consideration this summer. I suspect the board will want to allow the current agreement to run its course this year with a change possible in 2025.

Mark



Mark McGarey | District Manager

📞 720.213.6621

Public Alliance

405 Urban Street, Ste 310, Lakewood, CO 80228

From: Maher, Mike <mmaher1@wm.com>

Sent: Monday, April 22, 2024 3:06 PM

To: Mark McGarey <Mark@publicalliancellc.com>; Maher, Mike <mmaher1@wm.com>

Subject: Re: Littleton Village Residential Garbage/Recycling Quote

Good afternoon Mark,

I need to know the number of homes, an address, and a map and I can work on something for you.

When would they be looking to make a change and when do you need the bid by?

Thanks

Mike

Get [Outlook for iOS](#)

From: Mark McGarey <Mark@publicalliancellc.com>

Sent: Monday, April 22, 2024 3:01 PM

To: Maher, Mike <mmaher1@wm.com>

Subject: [EXTERNAL] Littleton Village Residential Garbage/Recycling Quote

Hi Mike.

I got your name from Geol in our office.

I'm sure you guys had this work in the past but I need to put together a rough estimate for trash and recycling services for Littleton Village Metro District.

What info do you need from me to put a quick estimate together?

Thanks

Mark



Mark McGarey | District Manager

720.213.6621

Public Alliance

405 Urban Street, Ste 310, Lakewood, CO 80228

Recycling is a good thing. Please recycle any printed emails.

2024 Calendar

Colorado - Waste & Recycling Services



RECYCLING COLLECTION SCHEDULE: To confirm your collection day and whether your recycling collection week is Green or Gold, visit wm.com and select VIEW SCHEDULE in the top navigation bar. Enter your Service Address and click Verify. Or select the chat icon in the bottom corner and message an agent.

January 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024						
S	M	T	W	T	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2024						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SERVICE GUIDELINES

- Place your WM recycling and trash carts at the curb by 7 a.m. -- wheels facing the curb.
- Place carts at least 3 feet from other objects such as cars, mailboxes, trees and other carts.
- Ensure all material fits inside your carts with the lids fully closed. Be sure to break down cardboard boxes.
- Do not leave any materials next to or outside your cart. Excess materials will not be collected.
- For questions about what is accepted in recycling visit wm.com/RecycleRight.
- Check for weather-related delays at wm.com/us/en/mywm/notifications.

HOLIDAY SCHEDULE

Holidays that may be observed by the WM team servicing your residence are noted with a blue square in the calendar.

To confirm your schedule for any given holiday, visit: wm.com/us/en/mywm/locate.

If your service day falls on or after an observed holiday, your service that week may be delayed by one day. Regular service resumes the following week.



To learn more visit wm.com/RecycleRight

Always Recycle



Metal Food & Beverage Cans



Plastic Bottles & Containers



Flattened Cardboard & Paperboard



Paper



Glass Bottles & Containers
(not accepted in Summit County)

RECYCLE RIGHT TIPS

- Do not bag your recyclables. Place materials loosely and directly into carts.
- Never put foods or liquids in recycling.
- Items not accepted in recycling include plastic bags or film, foam cups/containers/packaging, yard waste, electronics, carpeting, clothing, furniture, tires or hazardous materials in recycling carts.



WM of Colorado

Always Working
For A Sustainable
Tomorrow®

61

YEARS

serving Colorado
communities

45

FACILITIES

with two organic
processing sites

423

CNG TRUCKS

- 59% of the fleet are cleaner
running CNG vehicles

2,067

EMPLOYEES

- a diverse and
inclusive local team

SOLUTIONS FOR COMMUNITIES

TAILORED SERVICES

We have customized solutions tailored to fit your needs from managing your waste and recycling to completely overhauling your solid waste plan.

CUSTOMER-FOCUSED TOOLS

The WM mobile app and online customer portal make it easy to request service and manage your account anytime, anywhere.

ENVIRONMENTAL STEWARDSHIP

As your environmental solutions provider, your residents have confidence partnering with WM, Always Working For A Sustainable Tomorrow®.

SAFETY FIRST

BEHIND THE WHEEL

Our drivers, operators, technicians and managers complete more than 80 hours of on-the-job training and evaluation programs before they service your community.

ON THE ROAD

With DriveCam®, onboard computers and advanced routing software, our drivers deliver efficient services that exceed industry standards for safety.

IN YOUR COMMUNITY

Our Waste Watch-trained drivers partner with first responders to spot and report suspicious or criminal activity, helping to keep you and your community safe.

SUSTAINABLE TECHNOLOGIES

WM of Colorado continues to develop and implement new technologies to manage material responsibly and reduce emissions. From testing a solar-powered pumping system and creating an organic waste recovery program at our Denver Arapahoe Disposal Site (DADS), to converting landfill gas into enough electricity to power 2,500 Colorado homes annually, WM of Colorado is always working for a sustainable tomorrow.



WORKING FOR A MORE SUSTAINABLE COLORADO



298,838
tons RECYCLED

During 2023, WM of Colorado and our customers worked together to divert 298,838 tons of material recovered for beneficial use by recycling cans, bottles, paper and cardboard. This is equivalent to:

879,593*

Metric tons of
GREENHOUSE GAS
emissions avoided

797M*

kWh of
ELECTRICITY
use avoided

1.3B*

Gallons of
WATER
use avoided

4.9M*

Mature TREE
harvesting avoided

*Equivalencies source is the EPA

WM of Colorado was proud to support these communities, organizations and initiatives in 2023.

- 9 Cares Colorado Shares Summer Drive, Holiday Telethon
- A Woman's Place, Inc
- Adams County Sheriff's Office - Operation Freebird
- American Cancer Society
- Animas River Days
- Arapahoe County Fair
- Arapahoe County Fairgrounds - Pictures on the Plains, Treat Street
- Arc of Weld County
- Ault Pierce Fire Department
- Aurora Interfaith Community Services
- Baba's Magical Christmas
- Bennett Community Food Bank
- Bennett Fire Protection District 7
- Bienvenidos Food Bank
- Big Brothers Big Sisters of Colorado, Inc.
- Boys & Girls Clubs - Chaffee County and Weld County
- Boys Hope Girls Hope of Colorado
- BSA Troop 457 Pumpkin Patch Fundraiser
- Care and Share Food Bank
- Chaffee County Fair
- Christmas Crusade
- City of Durango - Fourth of July
- City of Evans - Golf Tournament; Heritage Days
- City of Fruita - Mike the Headless Chicken Festival
- City of Ouray - Annual Imogene Pass Run
- City of Ouray - Fourth of July
- City of Westminster Great Global Cleanup
- City of Wheat Ridge - The Green at 38th
- City of Woodland Park - Lighter Side of Christmas Parade
- Colfax Canvas Mural Festival
- Colorado Friends of First Responders
- Colorado Korean Festival
- Colorado National Guard Foundation
- Colorado Springs In Their Honor Air Lift
- Colorado Springs Oktoberfest
- Colorado Springs St. Patrick's Day Parade
- Colorado State Fair
- Colorado SWANA Annual Conference
- Colorado Youth Outdoors
- Common Ground Montrose Inc.
- Community Food Bank of Grand Junction
- Crested Butte Arts Festival
- Crested Butte Fire & EMS
- Denver Arts Festival
- Denver Police Foundation
- Denver PrideFest
- Denver Rescue Mission
- Dolores County Fair
- Douglas County School District - Green University; Sustainability Waste Diversion Program
- Ducks Unlimited
- Durango Arts Center Inc. - Durango Autumn Arts Festival
- Durango Fiesta Days
- Durango Food Bank
- Eagle Valley Community Foundation
- Estes Park Bright Christmas
- Estes Park Police Department Blue Santa
- Estes Valley Crisis Advocates
- Estes Valley Watershed Coalition
- Evans Police Department - Backpack & School Supply Drive
- Extreme Community Makeover
- Family Resource Center
- Food Bank of the Rockies
- Foundation for Douglas County Schools - Buffalo Ridge Elementary Science Fair; Lend A Hand School Supply Drive
- Four Mile Fire District
- Frontier House
- Gateway Battered Women's Shelter
- Glenwood Springs Chamber Foundation - Strawberry Days
- Grand County Advocates
- Grand County Rural Health Network
- Habitat for Humanity of Metro Denver
- High Country Conservation Center
- Hoff Elementary School - P.U.G.S (Picking Up Garbage and Saving the World)
- Joe Santos Memorial Men's Fastpitch Tournament
- Junior Bike Week
- Kenzi's Causes
- Kids Aid Colorado-Backpack Program
- La Jara Fire Department
- Leadville Ski Joring LIFT-UP
- Logan County Chamber of Commerce - Ag Day @ the Depot; Heritage on the Plains; Hometown Marketplace
- Logan County Fair and Rodeo
- Manna Soup Kitchen
- Metro Denver Crimestopper
- Monte Vista Fire Department
- Montezuma County Fair
- Montrose County Fair
- Northeastern Athletics
- Northwest Colorado Center for Independence
- Olathe Sweet Corn Festival
- Outdoor Lab Foundation
- Pikes Peak or Bust Parade
- Pueblo Community Soup Kitchen, Inc.
- Reaching Out to Community and Kids
- Roaring Fork Conservancy
- Roaring Fork Outdoor Volunteers
- Ronald McDonald House Charities - Aurora, Denver, Colorado Springs
- Rotary Club of Evergreen - Recycle Day
- Rotary Club of Steamboat Springs
- Routt County United Way - Community Thanksgiving Dinner
- Salida Mountain Trails - Salida76, Banana Belt, and Monarch Crest Crank Fundraiser Events; Trail Building and Maintenance
- Salida Sunrise Rotary Charitable Fund - Lucky Ducky Race
- Salvation Army
- San Luis Valley Potato Festival
- ShareFest Grand Junction
- Shiloh House - Cleanup Project
- South by Southeast Festival
- Special Olympics Colorado
- Stuff the Bus Thanksgiving Fundraiser
- SWANA - International Road-E-O
- Taste of Fort Collins
- Taste of Tri-Lakes Cares
- Town of Bennett - Bennett Arts Council; Bennett Days
- Town of Buena Vista - Buena Vista Strong Community Dinner; Town Cleanup Days
- Town of Dove Creek - Clean Up Program
- Town of Greeley Chamber of Commerce
- Town of Hudson - Fall Festival
- Town of Keenesburg - 3rd of July Celebration; Oktoberfest; Tree City USA Community Celebration!
- Town of Mancos - Mancos Days
- Town of Poncha Springs Cleanup Day
- Town of Severance - Christmas Event; Military & First Responder Appreciation Concert; Severance Days
- Town of Silt - Family Fall Fest; Silt Hey Days
- True Western Roundup
- United Way of Weld County
- Ute Mountain Round Up Rodeo
- Victory World Outreach - Turkey Day Dinner
- Weld Food Bank
- Windsor Harvest Festival
- Woman's Club of Ouray County
- Wreaths Across America - Pikes Peak Cemetery
- Yampa Valley Sustainability Council

HBS SOLID WASTE AND NON-REBATE RECYCLING SERVICES AGREEMENT

This Solid Waste and Non-Rebate Recycling Services Agreement (“**Agreement**”) dated as of **4/28/2024**, (“**Effective Date**”), is between **HBS CO LLC, a Colorado limited liability company, d/b/a HBS Trash Services, located at 9250 E Costilla Ave, Greenwood Village CO** (“**Company**”) and **Littleton Village C/O Public Alliance (Customer)** (“**Customer**”). Company and Customer may be referred to herein as the “**Parties**” or each a “**Party**.” The Parties shall attach a “**Service Summary**” as Exhibit A to this Agreement which shall be subject to and exclusively governed by the terms and conditions contained in this Agreement. The Parties may update the Service Summary from time to time upon the mutual written consent of the Parties. The terms of the body of this Agreement shall prevail over any inconsistent terms in a Service Summary.

1. **SERVICES RENDERED.** Customer grants to Company the exclusive right, and Company, through itself and its subsidiaries and corporate affiliates, shall furnish Equipment, as defined in the Service Summary, and services to collect and dispose of and/or recycle Customer’s Waste and Recycling Materials, as defined below (the “**Services**”). **Service collection by Company shall be as set forth in the Service Summary.** For purposes of this Agreement, “**Waste Materials**” means all non-hazardous solid waste, organic waste and Recyclable Materials (as defined in Section 13 below) generated by Customer or at the address provided by Customer in the Service Summary for pick-up (the “**Service Address**”). Waste Materials exclude: any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio- hazardous regulated medical or hazardous waste; toxic substance or material as defined by, characterized or listed under applicable federal, state, or local laws and regulations; and any materials containing information protected by federal, state or local privacy and security laws and regulations (“**Excluded Materials**”). Title to and liability for Excluded Materials shall always remain with the Customer. Title to Customer’s Waste Materials is transferred to Company upon Company’s receipt or collection unless otherwise provided in this Agreement or applicable law.

2. **TERM.** The Term of this Agreement shall begin on _____, and will continue for 36 months (the “**Initial Term**”) and shall automatically renew for successive thirty (30) day periods after the end of the Initial Term (the “**Term**”). Each Term the Rates are guaranteed for each one-year Term.

3. **TERMINATION.** Either party may terminate this Agreement for any reason upon at least ninety (90) days prior written notice to the other Party before the end of the Initial Term and, after the Initial Term, thirty (30) days prior to the end of the then-existing term (“**No Cause Termination**”). If either Party fails to cure its material breach of this Agreement within five (5) business days of its receipt of a written demand from the other Party to correct such breach, the non-breaching party may terminate this Agreement upon written notice. If Company increases the Charges, as defined below, payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Upon termination of this Agreement for any reason, in addition to any other amounts that may be due pursuant to this Agreement, Customer shall pay Company for all Services rendered prior to the effective date of termination.

4. **CHARGES; PAYMENTS; ADJUSTMENTS.** Within thirty (30) days of the date of an invoice, Customer shall pay any and all charges, fees and other amounts payable under this Agreement for the Services and/or Equipment furnished by Company (“**Charges**”). Company reserves the right, upon written notice to Customer, to increase the Charges payable by Customer during the Term: (a) for any

changes to, or differences between, the actual equipment and services provided by Company to Customer and those specified on the Service Summary; (b) to cover any increases in disposal and/or third-party transportation costs, including fuel surcharges; and (c) to cover increased costs due to changes in local, state or federal laws or regulations and imposition of taxes, fees or surcharges. Notwithstanding the foregoing, in the event that: (i) the Equipment is overloaded, (ii) Company collects additional Waste Materials or Recyclable Materials that are left outside of the Equipment, or (iii) Company's access to the Equipment is obstructed, Company shall immediately increase the Charges for such items. The increased Charges shall be binding and enforceable against Customer under this Agreement. In the event that payment is not made when due, the Company retains the right to suspend service until the past due balance is paid in full. In the event that Service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment and all amounts owed hereunder, including any outstanding fees and liquidated damages under Section 7.

5. **CHANGES.** Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment and any changes to amounts payable under this Agreement may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties.

6. **EQUIPMENT, ACCESS.** All Equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the Equipment and shall be liable for all loss or damage to the Equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the Equipment and shall use it only for its intended purpose. At the termination of this Agreement, Customer shall return the Equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the Equipment on the scheduled collection day. The Company shall not be responsible for any damage to the Customer's pavement or any other surface resulting from the Equipment or Company's Services, unless the Company was grossly negligent or reckless.

7. **LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement for a No Cause Termination or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages: (a) if the remaining Term under this Agreement is three (3) or more months, Customer shall pay the average of its three (3) most recent monthly Charges multiplied by three (3); or (b) if the remaining Term under this Agreement is less than three (3) months, Customer shall pay the average of its three (3) most recent monthly Charges will be 3 months penalty in the Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty.

8. **REPRESENTATIONS AND WARRANTIES.**

- a. **Mutual.** Each Party represents and warrants that: (1) it is a legal entity duly organized, validly existing and in good standing; (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; and (c) it will comply with all laws and regulations applicable to the performance of its obligations hereunder and will obtain all applicable permits and licenses required of it in connection with its obligations hereunder.
- b. **Customer.** Customer represents and warrants that: (1) the materials to be collected under this Agreement shall be only Waste Materials; (2) it will not deposit or permit the deposit for collection of any Excluded Materials; (3) Customer's property is sufficient to bear the weight of Company's equipment and vehicles; (4) if Customer is using Company's Recycling Services as provided in Section 13, Customer in their best effort shall provide all Recyclable Materials to Company

accordance with Company's specifications and will not include Unacceptable Materials in the Recyclable Materials; and (5) Customer shall ensure all of its affiliates, employees, agents, contractors, representatives, and homeowners receiving Services from Company under the terms of this Agreement ("Representatives") abide by all of the terms of this Agreement. Customer shall be responsible to Company for its Representatives. Company cannot be held liable if landfill rejects load is contaminated by Customer best effort as company will attempt to recycle with its best effort also.

- c. Company. Company represents and warrants that the Services shall be performed in a professional and workmanlike manner.

9. **INSURANCE.** Company shall, in a manner satisfactory to Customer, maintain at its own expense until the termination of this Services, the following insurance:

(a) Worker's Compensation and Employer's Liability:

- (i) Meeting the Colorado statutory requirements.
- (ii) Coverage "B" Employer's Liability -Limit \$ 500,000.

(b) Comprehensive General Liability:

- (i) Comprehensive General Liability Form, including Premises Operations, Elevators and Escalators, Independent Associations, Products-Completed Operations, Broad Form Property Damage (including Completed Operations), and affording coverage for explosion, collapse and underground hazards (X, C and U hazards).
- (ii) Contractual Liability; Blanket basis insuring the liability assumed under this Addendum.
- (iii) Limits of Liability; Bodily Injury -\$2,000,000 each Occurrence, \$2,000,000 annual aggregate; Property Damage \$1,000,000 each Occurrence \$2,000,000 annual aggregate.

(c) Comprehensive Automobile Liability:

- (i) Comprehensive Automobile Liability Form, including all owned, non-owned and hired vehicles.
- (ii) Limits of Liability: Bodily Injury -\$500,000 each person; \$1,000,000 each occurrence aggregate; Property Damage -\$500,000 each occurrence aggregate.

Maintenance of the required insurance protection does not relieve the Company of responsibility for any losses not covered by the above required policies. Prior to commencing Services, Contractor shall furnish original certificates, together with copies of the policies, evidencing the existence of the required coverage. A copy of the Company's existing Certificate of Insurance is attached hereto as **Exhibit B**.

10. **INDEMNITY; LIMITATION OF LIABILITY.** Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all costs, fees, expenses, damages and liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the

extent caused by any gross negligence, or reckless or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, (b) as a result of Company's breach of this Agreement, including, for the avoidance of doubt, Section 8 (Representation and Warranties); or (c) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or a waste management company, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify through the HOA liability agreement, defend and save Company, its parent, subsidiaries and corporate affiliates and their joint venture partners, harmless from and against any and all costs, fees, expenses, damages and liability which Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by: (a) Customer's breach of this Agreement, including, for the avoidance of doubt, Section 8 (Representation and Warranties); (b) any grossly negligent act, or reckless or willful misconduct of Customer or its Representatives; (c) Customer's use, operation or possession of any Equipment furnished by Company; or (d) the Excluded Materials.

11. **GOVERNING LAW.** This Agreement will be governed and construed in accordance with the laws of the state of Colorado, without regard to the conflicts of laws or principles thereof and applicable US federal law. Any and all disputes, claims or litigation arising from or related in any way to this Agreement or any provisions herein will be resolved exclusively in the state and federal courts located therein. The Parties hereby waive any objections against and expressly agree to submit to the personal jurisdiction and venue of such state or federal courts. The prevailing party in any litigation arising from this Agreement shall be entitled to its reasonable attorney fees and costs.

12. **MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither Party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same services, whether written or oral, that may exist between the parties. This agreement cannot be assigned without customer prior written approval. (d) All written notifications to Company required by this Agreement shall be by personal delivery, electronic mail or Certified Mail, Return Receipt Requested to the address listed in the beginning of this Agreement. (e) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the extent and meaning of the severed provision.

13. **RECYCLING SERVICES.** The following shall apply to fiber and non-fiber recyclables ("**Recyclable Materials**") and recycling services ("**Recycling Services**"). Single stream commingled Recyclable Materials ("**Single Stream**") will consist of 100% of Customer's clean glass, dry paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, and rigid container plastics #1-7. No individual items may be excluded from Single Stream service. Single Stream does not include the following materials: foam, film plastics and unwashed glass and any material not set forth above, including tissue or paper that had been in contact with food ("**Unacceptable Materials**").

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

HBSCO LLC D/B/A HBS TRASH SERVICES

By: _____

Name: Michael Mink

Title: Director of Marketing/Business Development

Date: _____

Littleton Village C/O Public Alliance

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Service Summary

Littleton Village

Attention: Mark McGarey
Re: Public Alliance

Greetings from HBS Trash Services,

HBS Trash Services is a locally owned and operated company here in Colorado. We currently operate out of four locations in Colorado Springs, Ellicott, Kiowa and Denver. Today we serve over 75,000+ residential customers and operate approximately 144 waste collection vehicles in these areas. HBS Trash Services **uses automated trucks in our collection process**. *With the use of an automated truck for pickup, time spent on collection in your neighborhood will be greatly reduced while minimizing the physical labor on our employees. Automated trucks enable our drivers to get easier protection from traffic and minimize injuries.* Totes will be left upright at the curb, please ensure your tote is placed curbside and free of any obstacles.

Littleton Village has 281 Homes currently built.

Trash pickup day is weekly, and every other week is for recycling. **One 95-gallon trash and One 95-gallon recycle will be provided for each resident.**

Start Date: TBA

*Standard waste service: provided will be residential curbside pickup and curbside drop. **We will allow up to ***3 extra bags (40lbs max weight per bag or 40lbs of each or bundles of yard waste measuring less than 4 feet outside the carts.***

Standards recycle rates EOW: every other week recycle provided will be curbside pickup and curbside drop. Please follow the provided recycle guidelines per landfill requirements.

Littleton Village Pricing:

Total Household Services for weekly trash service and every other week recycling is: \$15.85 per month for each resident.

Cost for 1 additional trash cart can be utilized by a per month rental at \$5.00 per additional cart, this 2nd trash cart and would be paid by each individual homeowner contacting HBS Trash for set up and billing per- Littleton Village

HBS will also provide roll off containers for any extra community cleanup events at a price of \$475 per 30-yard container. If homeowners have additional large items, they can schedule a bulk pickup on a one-off basis and the customer must pay directly.

The terms of this agreement are 3 years, with a price lock for the 1st year, and up to 6% increase or CPI index per year in year 2 and year 3. HBS will have the ability to charge a fuel charge if economic times demand. HBS has currently not charged any HOA this charge to this date in history of HBS.

We look forward to providing your trash needs and provide you with an updated Certificate of Insurance and W-9 for the **Littleton Village**

Exhibit B
Certificate of Insurance

[SENDING SEPARATELY]



Waste Connections of Colorado Inc. *Connect with the Future*

May 14, 2023

RE: Trash and Recycle Proposal for Littleton Village Metro Dist. HOA –

Hello Mark,

Thank you again for your interest in having Waste Connections provide service for Littleton Village Metro District. Waste Connections uses a decentralized business model, which means sales, operations and customer service are all local and available. We strive to provide outstanding service at very competitive rates. Personal & Local: Service with a dedicated HOA Manager and Customer Service Representative. Single Point of Contact: Offering simple, convenient, and responsive account coordination. The person you speak with will be the person that is responsible for ensuring we deliver on every promise.

<u>Service</u>	<u>Container Size</u>	<u>Service Level</u>	<u>Monthly Price</u>
283 Homes	1-96 Gal. Trash 1-96 Gal. Recyc.	1 X per/week 1 X EOW	(5yr.) \$14.75

Cart Content Only



Waste Connections of Colorado Inc. *Connect with the Future*

Notes:

- *Waste Connections Containers to be used only, provided by Waste Connections- additional container \$6.00 paid by homeowner*
- *\$55.00 replacement cost for damaged containers*
- *Price is all inclusive, including fuel surcharge*
- *Service days TBD*
- *Bulk items picked up on day of service: \$20.00 /Item, paid for by resident.*
- *No price increase for the first year and not to exceed 6% per year for remaining term of contract*
- *We observe the following Holidays: New Years, Memorial Day, and July 4th, Labor Day, Thanksgiving, and Christmas. Your services will run a one-day delay if the Holliday falls on a Weekday.*
-

The quoted price is effective until 60 days after the date of this letter. We appreciate the opportunity to present this quote and look forward to providing all your solid waste.

Sincerely,

Monalisa Young | HOA/Municipal Account Manager
5500 Franklin Street | Denver CO 80216

Let us know how we're doing!

Email Monalisa.Young2@wasteconnections.com

Direct: (720) 899-6106

Office: (303)-288-2100

July 5, 2024

To: Special Districts
From: Joan M. Fritsche, Esq.
Subject: 2024 Legislative Update

This memorandum is general in nature and summarizes certain bills enacted into law by the Colorado General Assembly during the 2024 legislative session that impact special districts, either directly or indirectly. Please contact our office for more information related to a specific bill or a bill not listed below.

PROPERTY TAXES

Senate Bill 24-233 – *Concerning Property Tax*

Beginning with the 2025 Property Tax Year (“PTY”), places a growth limit of 5.5% on qualified property tax revenue collected by local governments. General Bill overview:

- Property tax revenue is either qualified (subject to the limit) or excluded from the Property Tax Revenue Limit.
- The Property Tax Revenue Limit is calculated at an annual growth rate of 5.5% from the PTY 2023 (base year);
- The base year is PTY 2023 property tax revenue of qualified revenue/subject to the limit plus reimbursements received by the local government pursuant to SB22-238 and SB23B-001.

School Districts, Home Rule Municipalities, and a Local Government that has not yet waived the 5.5% statutory limit or the TABOR spending limit are not subject to the Property Tax Revenue Limit.

Temporary Mill Tax Credits are the mechanism used to remain under the Property Tax Revenue Limit imposed by TABOR and/or 5.5% statutory limit (if not waived by voters).

A local government may seek voter approval to:

- Exceed the Property Tax Revenue Limit for a single year, multiple years, or all future property tax years;
- Levy new mills that are not subject to the Property Tax Revenue Limit;
- Levy a floating mill up to the Property Tax Revenue Limit.

The following are excluded from the Property Tax Revenue Limit:

- New construction and personal property;
- Changes in law for property tax classification or to the annexation or inclusion of additional land, improvement thereon and personal property;
- Revenue attributable to the expiration of the use of the local governmental entity’s incremental tax revenues diverted for tax increment financing (TIF) purposes;
- Previously omitted property;
- Revenue abated or refunded by local government during reassessment cycle;
- Revenue attributable to previously exempt federal property that becomes taxable;
- Revenue from producing mines or lands or leaseholds producing oil or gas;
- An amount to provide for the payment of bonds and interest thereon or the payment of any other contractual obligation approved by voters; and
- Revenue attributable to new mills approved by voters after the effective date of SB24-233.

Conditional Effective Date: Does not take effect if an Initiative (see below) is approved at the November 2024 statewide election that does either of the following:

- reduces valuations for assessment; or
- requires voter approval for retaining property tax revenue that exceeds a limit.

Overview for Non-School Local Governments:

	PTY* 2024	PTY 2025	PTY 2026	PTY 2027	PTY 2028
Property Tax Limit	No new limit	5.5%	5.5%	5.5%	5.5%
Residential AR**	6.7%	6.4%	6.95%	6.95%	6.95%
Homestead Exemption from Actual Value	\$55K	10% of first \$700K***	10% of first \$700K***	10% of first \$700K***	10% of first \$700K***
Non-Residential AR**	27.9%	27%	25%	25%	25%
Commercial Exemption from Actual Value	\$30K of actual value				

* Revenues are collected in the year following the Property Tax Year (PTY) – eg. PTY 2024 is collected in 2025

** Assessment Rate (AR)

***The Homestead Exemption is adjusted by inflation/CPI starting in PTY 2025

Senate Bill 24-111 – Senior Primary Residence Prop Tax Reduction

For property tax years commencing on or after January 1, 2025, creates a new subclass of residential real property called qualified-senior primary residence real property, which includes residential real property that as of the assessment date is used as the primary residence of an owner-occupier, as defined in the act.

House Bill 24-1302 – Tax Rate Information to Real Property Owners

Requires taxing authorities to submit with their annual mill levy certifications the following information for each levy that the taxing authority imposes:

- The rate of each levy;
- The prior year levy and revenue collected from the levy;
- The maximum levy that may be levied without further voter approval;
- The allowable annual growth in revenue collected from the levy;
- The actual growth in revenue collected from the levy over the prior year;
- Whether revenue from the levy is allowed to be retained and spent as a voter-approved revenue change pursuant to section 20 (7)(b) of article X of the state constitution;
- Whether revenue from the levy is subject to a specified statutory limit on annual revenue growth;
- Whether revenue from the levy is subject to any other limit on annual revenue growth enacted by the taxing authority or other local government;
- Whether the levy must be adjusted, or whether a mill levy credit must be allowed, to collect a certain amount of revenue for the tax year and, if applicable, that amount of revenue; and
- Any other information determined necessary by the department of local affairs.

DOLA must determine the process for taxing authorities to provide the above information by September 1, 2024.

2024 BALLOT PROPERTY TAX INITIATIVES

Initiative No. 50 – *Voter Approval to Retain Additional Property Tax Revenue* (Will be on Statewide ballot in November)

Proposed constitutional amendment that would limit property tax revenue from increasing beyond 4% growth from the total statewide property tax revenue collected in the previous year. Statewide voter approval would be required for local governments to retain property tax revenue above the cap.

Initiative No. 108 – *Valuation for Assessments* (Petitions circulating, may be on Statewide ballot in November)

Proposed statutory amendment that would reduce the valuation assessment for residential property to 5.7% of the actual value and 24% of the actual value for property other than residential property, producing mines, and oil and gas lands. The state would be required to reimburse local governments for lost property tax revenues. The state would be required to maintain current funding for the state education fund.

GENERAL

House Bill 24-1033 – *Emergency Management Plan Individuals with Animals*

Under current law, local emergency management agencies must maintain an emergency management plan with provisions for the preparation, prevention, mitigation, response, and recovery from emergencies and disasters. For any plan amended or created on or after July 1, 2024, this bill strongly encourages agencies to address the needs of individuals with animals during an

emergency and includes provisions for the evacuation, shelter, and transport of individuals with an animal. Beginning January 2025, cities and counties are also strongly encouraged to make information for animal emergency preparedness available to the public

House Bill 24-1091 – *Fire-Hardened Building Materials in Real Property*

Generally prohibits covenants and restrictions contained in any deed, contract, security instrument, or other instruments affecting the transfer or sale of, or any interest in, real property that explicitly or effectively prohibits or restricts the installation, use, or maintenance of fire-hardened building materials in residential real property, including in common interest communities. However, the bill allows a unit owners' association of a common interest community to develop reasonable standards regarding the design, dimensions, placement, or external appearance of fire-hardened building materials used for fencing within the community and adopt bona fide safety requirements that are consistent with applicable building codes or nationally recognized safety standards. Nothing in the bill confers upon a property owner, unit owner, or lessee the right to construct or place fire-hardened building materials on property that is:

- Owned by another person;
- Leased, except with permission of the lessor; or
- A limited common element or general common element of a common interest community.

House Bill 24-1172 – *County Revitalization Authorities*.

Provides Colorado counties with a way to take advantage of tax increment financing (“TIF”). Under current law, municipalities may create downtown development authorities and urban renewal authorities. The bill allows counties to create similar county revitalization authorities (“CRAs”) to promote economic revitalization in unincorporated areas of the state. CRAs may use resources such as TIF and private financing to conduct revitalization projects according to plans, which must be reviewed by county planning commissions, be the subject of a public hearing, and be approved by the board of county commissioners.

House Bill 24-1267 – *Metropolitan District Covenant Enforcement Policy*

Metropolitan districts engaging in covenant enforcement and design review services must comply with certain procedural requirements in line with HOAs, including:

- Adopting a written policy governing the imposition and collection of fines by January 1, 2025;
- Adopting a written policy governing how disputes between the metropolitan district and a resident are addressed by January 1, 2025; and
- Notwithstanding any provision in a Declaration, or Rules and Regulations, refraining from prohibiting residents from engaging in certain activities regarding the use of their property, including displaying flags and signs; parking a motor vehicle in a driveway; removing certain vegetation to create a defensible space for fire mitigation purposes; performing reasonable property modifications to accommodate disabilities; using xeriscape,

nonvegetative turf grass, or drought-tolerant landscaping; using a rain barrel; operating a family child care home; using renewable energy generation devices; and installing or using an energy efficiency measure. Additionally, a metropolitan district is prohibited from requiring residents to use cedar shakes or other flammable roofing materials.

Prohibits a metropolitan district from foreclosing on any lien based on a resident's delinquent fees or other charges owed to the metropolitan district. The act also imposes certain procedural requirements regarding court actions filed by or against a metropolitan district based on an alleged violation of the metropolitan district's declaration, rules and regulations, or other instrument

A metropolitan district that engages in design review services, but does not engage in covenant enforcement or form a homeowners' association, cannot pursue other remedies against residents to enforce its design review requirements and need not adopt the written policies required under the act.

House Bill 24-1344 – *Sunset Plumbing Board*

The act implements recommendations of the department of regulatory agencies (DORA) in its 2023 sunset review of the state plumbing board (board).

The act:

- Continues the board for 8 years to September 1, 2032;
- Authorizes the board to discipline plumbers who aid or abet a person in violating the plumbing practice act or other statutes that apply to plumbers;
- Removes the political affiliation requirement for the board, which requires that a major political party not have more than one member more than the other major political party;
- Clarifies that the licensed categories of plumbers, plumbing apprentices, and registered plumbing contractors can work on water conditioning systems without being required to register with the board as a water conditioning contractor, principal, or installer;
- Modernizes the term "journeyman" by changing it to "journeyworker" throughout the plumbing practice act, effective July 1, 2025;
- Modifies the license period for licenses issued or renewed on or after March 1, 2027, to be 3 years or as otherwise determined by the director of the division of professions and occupations in DORA (director);
- Modifies the grounds for discipline of a licensee regarding habitual or excessive use or abuse of controlled substances or alcohol and removes "substance use disorder" as a ground for discipline;
- Requires a plumbing contractor to display the plumbing contractor's and attached master plumber's registration information on the plumbing contractor's vehicle or in other locations and makes a plumbing contractor's failure to display the required information grounds for discipline;
- Repeals the requirement that the board send a letter of admonition by certified mail;
- Requires persons who are engaged in the business of installing, removing, inspecting, testing, and repairing backflow prevention devices to be licensed, except when installing or testing a stand-alone fire suppression sprinkler system; and

- Makes technical changes, including to replace the word "administrator" with the word "director" where appropriate and to replace references to "he or she" with gender-neutral terms.

House Bill 24-1454 – *Grace Period Noncompliance Digital Accessibility*

Current law requires state agencies and public entities to comply with digital accessibility standards on or before July 1, 2024. The act provides a one-year extension to July 1, 2025, of immunity from liability for failure to comply with the digital accessibility standards for an agency that demonstrates good faith efforts toward compliance or toward resolution of any complaint of noncompliance.

House Bill 24-1463 – *Special District Restrictions on Tap Fees*

Requires the board of a special district, within 30 days of receiving a written request from any county, city and county, or municipality within the boundaries of which the special district operates or partly operates, provide the rate schedule for the special district's tap fees, system development fees, or other fees and charges that contemplate future water or sanitation system usage, and, upon request of the local government, provide any professional analyses and a detailed written justification of the costs and methodologies used to calculate those fees.

Senate Bill 24-005 – *Prohibit Landscaping Practices for Water Conservation*

Effective January 1, 2026, prohibits local governments from allowing the installation, planting, or placement of nonfunctional turf, artificial turf, or invasive plant species on commercial, institutional, or industrial property, common interest community property, or a street right-of-way, parking lot, median, or transportation corridor. This bill excludes residential property and defines “functional turf” as turf that is located in a recreational use area or other space that is regularly used for civic, community, or recreational purposes, which may include playgrounds; sports fields; picnic grounds; amphitheaters; portions of parks; and the playing areas of golf courses such as driving ranges, chipping and putting greens, tee boxes, greens, fairways, and roughs.

Senate Bill 24-081 – *Perfluoroalkyl & Polyfluoroalkyl Chemicals*

Current law prohibits the sale or distribution of products in certain product categories on and after certain dates (product phaseout timeline) if the products contain intentionally added perfluoroalkyl and polyfluoroalkyl chemicals (PFAS chemicals). The act changes current law by:

- Effective January 1, 2025, prohibits the sale or distribution of certain outdoor apparel intended for extreme or extended use in severe wet conditions that contains intentionally added PFAS chemicals unless the product is accompanied by a disclosure that states that the product contains intentionally added PFAS chemicals (disclosure requirement);
- Effective January 1, 2026, as part of the product phaseout timeline, banning the sale or distribution of cleaning products (that are not medical floor maintenance products), cookware, dental floss, menstruation products, and ski wax that contain intentionally added PFAS chemicals;

- Effective January 1, 2028, as part of the product phaseout timeline, repealing the disclosure requirement and banning the sale or distribution of medical floor maintenance products, textile articles, outdoor apparel for severe wet conditions, and food equipment intended primarily for use in commercial settings that contain intentionally added PFAS chemicals; and
- Effective January 1, 2026, prohibiting a person from installing artificial turf that contains intentionally added PFAS chemicals on any portion of property in the state.

Senate Bill 24-131 – *Prohibiting Carrying Firearms in Sensitive Places*

Prohibits a person from knowingly carrying a firearm, both openly and concealed, in the following government buildings, including their adjacent parking areas:

- State legislative buildings, including buildings at which the offices of elected members are located;
- A building of a local government's governing body, including buildings at which the offices of elected members or the chief executive officer of a local government are located (local government buildings); and
- A courthouse or other building used for court proceedings.

Permits a local government to enact a law permitting carrying at a local government building included in the act. Existing law prohibits openly carrying a firearm within any polling location or central count facility, or within 100 feet of a ballot drop box or any building in which a polling location or central count facility is located, while an election or any related ongoing election administration activity is in progress. The act prohibits carrying a firearm in any manner at those locations.

Senate Bill 24-148 – *Precipitation Harvesting Storm Water Detention*

Under current law, an entity that owns, operates, or has oversight over a storm water detention and infiltration facility is not allowed to divert, store, or otherwise use water detained in such facility. For facilities that are also approved for use as a precipitation harvesting facility, either through a substitute water supply plan or an augmentation plan, the bill authorizes the use of water detained in the facility pursuant to an approved precipitation harvesting pilot project for precipitation harvesting.

Senate Bill 24-210 – *Modifications to Laws Regarding Elections*

Modifies the "Uniform Election Code of 1992", the law regarding initiatives and referendums, the "Fair Campaign Practices Act", the public official disclosure requirements of the "Colorado Sunshine Act of 1972", and other laws regarding elections.

EMPLOYMENT

House Bill 24-1220 – *Workers' Compensation Disability Benefits*

Allows a claimant for workers' compensation benefits to refuse an offer of modified employment if the employment requires the claimant to drive to or from work and the treating physician has restricted the claimant from driving.

Adds the loss of an ear to the list of other body parts for which an injured worker can receive whole person permanent impairment benefits.

Increases the current limitations on the amount of money a claimant may claim based on the claimant's impairment rating as follows:

- For an impairment rating of 19% or less, from \$75,000 to \$185,000; and
- For an impairment rating greater than 19%, from \$150,000 to \$300,000.

Requires a workers' compensation insurer to pay benefits to a claimant by direct deposit upon request by the claimant.

Senate Bill 24-160 – *Records of Workplace Discrimination Complaints*

Resolves the conflict between previous legislations, Senate Bill 23-172 and Senate Bill 23-286, by allowing public inspection of records in an employer's designated repository that pertain to a sexual harassment complaint or investigation against an elected official found culpable of sexual harassment. Designates the office of legislative workplace relations as the repository of complaint records for the employers in the legislative department.

Senate Bill 24-232 – *Public Employees' Workplace Protections*

Clarifies existing definitions in the "Protections for Public Workers Act", including the definitions of "employee organization" and "public employee", and applies the clarified definitions in describing public employees' right to engage in "protected, concerted activity for the purpose of mutual aid or protection". Modifies the scope and applicability of a public employer's authority to limit the protected rights of its employees to the extent necessary to avoid material disruption of a public employee's duties, the employer's operations, or the delivery of public services. Specifies that disagreement with the content of an employee's expressive activity or a strike by employees is not material disruption.

FIRE DISTRICTS

House Bill 24-1024 – *Extend Outreach Campaigns Wildfire Risk Mitigation*

Requires the Colorado State Forest Service to conduct enhanced wildfire awareness monthly outreach campaigns through 2027 and other outreach efforts through the 2026-27 state fiscal year, which are expected to increase awareness of wildfire risk mitigation by residents in the wildland-urban interface.

House Bill 24-1042 – *Fire & Police Pension Law Technical Corrections*

Concerning the administration of retirement plans administered by the fire and police pension association, merges the statewide defined benefit plan, the statewide hybrid plan, and the social security supplemental plan into a single statewide retirement plan. Certain statutory cross references in House Bill 22-1034 were not properly updated to reflect the repeals and relocations of statutory provisions that were necessary to accomplish the merger. The act updates the obsolete statutory cross references.

Updates the definition of "member" in the new hire pension plan statute to clarify that a portion of the definition applies only for purposes of the statewide money purchase plan and repeals an inapplicable portion of the definition of "member" in the statewide retirement plan statute.

House Bill 24-1155 – *Management of Certain Public Safety Emergencies*

- Aligns the statutes that address the management of wildland fires with current practices by specifying the ability of fire response agencies to transfer management of a wildland fire to the county sheriff when a fire exceeds the capability of a fire response agency to manage;
- Repeals obsolete language requiring that emergency responses to wildfires adhere to a community wildfire protection plan, which is primarily a preventative planning document and not an emergency response tool;
- Provides flexibility to the Division of Fire Prevention and Control in the Department of Public Safety to determine when to use a unified command management strategy; and
- Repeals obsolete language referencing the division as the lead state agency for wildland fire response and suppression to align with the state emergency operations plan.

House Bill 24-1219 – *First Responder Employer Health Benefit Trusts*

Makes two principal changes to current firefighter benefit programs. First, the act expands state funding for the firefighter heart and circulatory malfunction benefits program to include part-time and volunteer firefighters. Second, the act provides state funding for the firefighter cancer benefits program for eligible firefighters.

Senate Bill 24-089 – *Firefighter Heart Benefits Trust*

Removes the ability of most firefighter employers to select accident insurance, self-insurance, or a self-insurance pool as options to provide statutorily required monetary benefits to a firefighter who has experienced a heart and circulatory malfunction. As a result, all firefighter employers except for those exempted by the act must participate in a multiple employer health trust in order to provide such benefits. Exempts firefighter employers that are cities and counties or municipalities that, as of July 2022, have a population of 400,000 or more and, as of April 30, 2024, have enacted an ordinance to provide the required monetary benefits that remains in effect.

Senate Bill 24-194 – *Special District Emergency Services Funding*

Repeals previous limitation and authorizes a fire district to impose an impact fee on the construction of new buildings, structures, facilities, or improvements on real property within the fire district's jurisdictional boundaries so long as the fee is imposed pursuant to a legislatively adopted schedule.

Gives fire districts and ambulance districts the additional financial power to levy a sales tax within the district's jurisdiction, at a rate determined by the district's board. The tax must be approved by a majority of the eligible electors within the district voting at a regular special district election or at a special election that complies with TABOR.

BILLS THAT DID NOT PASS – ISSUES LIKELY TO RETURN IN 2025

**House Bill 24-1260 – *Prohibition Against Employee Discipline*
(Passed by General Assembly; Vetoed by Governor)**

Prohibits an employer from subjecting or threatening to subject an employee to discipline, discharge, or an adverse employment action on account of the employee's refusal to attend or participate in an employer-sponsored meeting concerning religious or political matters or for declining to listen to the speech of or view religious or political communications from the employer or the agent, representative, or designee of the employer.

House Bill 24-1140 – *Workers' Comp for Complex Trauma*

For the purpose of determining eligibility for workers' compensation benefits for a mental impairment caused by an accidental injury that consists of a psychologically traumatic event arising out of and sustained in the course of employment, the bill established that a worker who, while working, experiences complex trauma that causes posttraumatic stress disorder is experiencing a “psychologically traumatic event.”

House Bill 24-1168 – *Equal Access to Public Meetings*

The proposed bill required state and local public bodies to ensure the following accessibility requirements are implemented:

- Any public meeting at which public business is discussed, formal action may be taken, or recommendations to the governing body of the public body may be discussed (meeting) held by a public body is required to be accessible in real time by live streaming video or audio that is recorded and accessible to individuals with disabilities;
- A public body is required to post on its website, at least 24 hours before a meeting, any documents that will be distributed during the meeting;
- For any meeting of a public body during which public testimony will be heard, the public body is required to allow any individual to participate in the meeting and offer public testimony by using a video conferencing platform unless the meeting occurs in a geographic location that lacks broadband internet service; and
- A public body is required to provide any auxiliary aids or services requested in time for the meeting for which they were requested. A public body may require that a request for auxiliary aids or services to attend a meeting of the public body with the use of the video conferencing platform be made up to 7 days before the date of the meeting.

The failure of any public body to comply with the applicable requirements of the bill constitutes discrimination on the basis of disability. Any individual who is subjected to a violation is entitled to seek relief as currently provided in law.

House Bill 24-1296 – *Modifications to Colorado Open Records Act*

The proposed bill made multiple revisions to the Open Records Act, including:

- Changing the reasonable time to respond to a CORA request, except for requests from a mass medium or a newsperson, from 3 working days to 5 working days and changes the extension of time for the response period if extenuating circumstances exist from not exceeding 7 additional days to not exceeding 10 additional days;
- Adding an extenuating circumstance that allows for an extension of the response period when the custodian is not scheduled to work within the response period;
- Requires public entities to post any rules or policies adopted pursuant to CORA, including what the public entity's records retention policy, and to post information for members of the public regarding how to make a public records request; and
- Allowing a custodian to treat a CORA request made within 14 calendar days of another CORA request made by the same person as one request for purposes of calculating the fee that the custodian may charge to the requester for research and retrieval of responsive public records.