



BRADLEY HEIGHTS METROPOLITAN DISTRICT NOS. 1, 2 and 3

Regular Board Meeting
Tuesday, February 13, 2024, at 9:00 AM
119 N. Wahsatch Ave.

Colorado Springs, Colorado 80903

and

Via tele/videoconference

<https://video.cloudoffice.avaya.com/join/109995525>

United States: [+1 \(213\) 463-4500](tel:+12134634500)

Access Code: 109-995-525

Board of Director	Title	Term
Randle W Case II	President	May 2027
Bryan T Long	Vice-President	May 2027
Ray O’Sullivan	Treasurer/ Secretary	May 2025
Robert Case	Assistant Secretary	May 2025
Jim Byers	Assistant Secretary	May 2027 (appointment to May 2025)

AGENDA

1. Call to order
2. Declaration of Quorum/Director Qualifications/ Disclosure Matters
3. Approval of Agenda
4. Approval of January 9, 2024, Meeting Minutes (enclosure)
5. District Manager Report
 - a. Right-of-way acquisition update
 - b. Financial Assurance update
 - c. Covenants and individual community management discussion
 - d. Discuss customer payment portal options
 - e. Campo Rd Contract Agreement discussion
6. President of the Board Report
7. Development Status Review
 - a. Engineering Update
 - i. Schedule
 - b. Plan Updates
 - i. Roadway/ Utility/ Storm Water
 - ii. Channel design
 - iii. 24” and 16” water line update
 - c. Construction Schedule/Construction Contracts Approval/Ratify/Pre-approval
 - d. Review and consider approval of Matrix Contract Change Order #003
 - e. Update on Construction Budget and Assurance
 - f. Redemption Hill Church
 - g. Challenger Homes
 - h. Bradley Ridge
8. Financial Matters
 - a. Approve Unaudited Financial Reports through January 31, 2024 (enclosure)
 - b. Review and Approve Payables through February 13, 2024 (enclosure)

9. Legal Matters
 - a. Review and consider approval of HBS Trash Service Contract (enclosure)
 - b. Review and consider adoption of Resolution to Establish Fees, Rates, Tolls, Charges, and Penalties
10. Other Business
 - a. Next Regular Meeting scheduled: March 12, 2024, at 9:00 a.m.
11. Adjourn

NOTICE OF REGULAR MEETINGS

NOTICE IS HEREBY GIVEN That the Board of Directors of **BRADLEY HEIGHTS METROPOLITAN DISTRICT NOS. 1, 2 and 3**, County of El Paso, State of Colorado, will hold a regular meeting at 9:00 AM on Tuesday, the 13th day of February, 2024, at 119 North Wahsatch Ave., Colorado Springs, CO 80903, and via tele/videoconferencing at the following: <https://video.cloudoffice.avaya.com/join/109995525> United States: [+1 \(213\) 463-4500](tel:+12134634500) Access Code: 109-995-525 for the purpose of conducting such business as may come before the Board including the business on the attached agenda. The meeting is open to the public.

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



**MINUTES OF THE REGULAR BOARD MEETING
OF THE BOARD OF DIRECTORS OF THE
BRADLEY HEIGHTS METROPOLITAN DISTRICT NOS. 1, 2, AND 3
HELD JANUARY 9, 2024
AT 9:00 AM**

Pursuant to posted notice, the regular meetings of the Board of Directors of the Bradley Heights Metropolitan District Nos. 1, 2 and 3 were held on Tuesday, January 9, 2024, at 9:00 a.m., at 119 N. Wahsatch Avenue, Colorado Springs, CO, and via tele/videoconference: <https://video.cloudoffice.avaya.com/join/451389423>.

Attendance

In attendance were Directors:

Randle Case II, President
Bryan Long, Vice President
Robert Case, Assistant Secretary
Ray O’Sullivan, Treasurer/Secretary
Jim Byers, Assistant Secretary

Also in attendance were:

K. Sean Allen, Esq., White Bear Ankele Tanaka & Waldron
Kevin Walker, WSDM District Managers
Rylee DeLong, WSDM District Managers
Eric Smith, Matrix Design Group
Jeff Odor, Matrix Design Group
Chris Grundy, Project Manager
Rob Fuller, ROI
Nathan Steele, ROI
David Neville, Kiemele Family Partnerships
Jeremy Raridon
Ryan Case
John Radcliffe

Combined Meeting: The Board of Directors of the Districts have determined to hold a joint meeting of the Districts and to prepare joint minutes of actions taken by the Districts in such meetings. Unless otherwise noted herein, all official action reflected in these minutes shall be deemed to be the action of all Districts. Where necessary, action taken by an individual District will be so reflected in these minutes.

1. Call to Order: The meeting was called to order at 9:00 a.m. by President Case II.
2. Declaration of Quorum/Director Qualifications/ Disclosure Matters: Mr. Walker indicated that a quorum of the Boards was present and stated that each Director has been qualified as an eligible elector of the Districts pursuant to Colorado law. The Directors confirmed their qualification. Mr. Allen advised the Boards that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. Walker reported that disclosures for those directors with potential or existing conflicts of interest were filed with the Secretary of State’s Office and the Boards at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. Allen inquired into whether members of the Boards had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The Boards determined that the participation of the members present was necessary to obtain a quorum or to otherwise enable the Boards to act.

3. Approval of Agenda: Director Long moved to approve the Agenda as presented; seconded by Director Byers. Motion passed unanimously.
4. Approval of December 12, 2023 Meeting Minutes: After review, Director Byers moved to approve the December 12, 2023 Meeting Minutes; seconded by Director Long. Motion passed unanimously.
5. District Manager Report
 - a. Right-of-way Acquisition Update: Mr. Walker provided an update on the right-of-way acquisition. The two parties are now communicating and working towards an agreement to transfer the property. The total cost for the property is an estimated \$150,000.
 - b. Financial Assurance Update: Mr. Walker discussed the financial assurances and how to get the funds released so the District can pay for the rest of the improvements this year.
 - c. Covenants and Individual Community Management Discussion: Mr. Walker discussed the covenants and individual community management. Next step is to determine a budget for each subdivision and work with the developer, Century Communities to contribute for maintenance and covenant enforcement.
 - d. Operations Mill Levy Cap Increase: Mr. Walker reported that City Council approved the service plan amendment that allowed for the operations mill levy to be increased to 20 mills.
6. President of the Board Report: President Case II noted updates will be provided and discussed on the Agenda.
7. Development Status Review
 - a. Engineering Update: Mr. Grundy presented the monthly engineering and construction report.
 - i. Schedule: Mr. Grundy provided an update on the schedule.
 - b. Plan Updates
 - i. Roadway/ Utility/ Storm Water: Mr. Odor provided an update on roadway, utility, and storm plans.
 - ii. Channel Design: Mr. Odor provided an update on the channel design.
 - iii. 24" and 16" Water Line Update: Mr. Grundy provided an update on the water main extension project. Mr. Smith will contact Colorado Center regarding a credit and report back at the next meeting.
 - c. Construction Schedule/Construction Contracts Approval/Ratify/Pre-approval: Mr. Grundy presented Change Order 28 for traffic signals credit in the amount of \$854,940.00 and Change Order 29 for metered manhole in the amount of \$373,460.41. Mr. Odor discussed the metered manhole and noted it is an extensive and complicated manhole arrangement and there is additional work included. After review, Director Long moved to approve the Change Orders 28 and 29; seconded by Director Robert Case. The Board discussed if there will be additional change orders. Mr. Odor noted they are wrapping up construction, but they may need to rebid the construction of Campo Drive. The Board reviewed the Change Orders to date. The Board discussed that the District will receive platting fees for the ponds that were constructed. After discussion, the motion passed unanimously. Mr. Grundy presented Change Order 6 for additional removals on the existing 10" water line in Phase 1A in the amount of \$7,726.62. After review, Director Long moved to approve Change Order 6; seconded by Director Byers. Motion passed unanimously.
 - d. Update on Construction Budget and Assurance: Mr. Smith provided an update on the construction budget and financial assurances. Mr. Walker discussed the financial assurances and will schedule a meeting to further discuss the approach to get the funds released. The Board discussed the plat schedule.
 - e. Redemption Hill Church: There was no update.

- f. Challenger Homes: Director Byers provided an update on Challenger Homes and noted development will start in the final phases in February and earth work will begin in future filing 5 in February or March.
 - g. Bradley Ridge: Director O’Sullivan provided an update on Bradley Ridge. He noted they have spare dirt, if needed.
8. Financial Matters
- a. Approve Unaudited Financial Reports through December 31, 2023: Mr. Walker presented the unaudited financial reports through December 31, 2023. After review, Director Long moved to approve the unaudited financial reports through December 31, 2023; seconded by Director Robert Case. Motion passed unanimously.
 - b. Review and Approve Payables through January 8, 2024: Mr. Walker presented the payables through January 8, 2024. After review, Director Long moved to approve both District Nos. 1 and 2 Payment Requests for January 9, 2024 as presented; seconded by Director Byers. Motion passed unanimously.
9. Legal Matters
- a. Ratify District No. 2 acceptance of Century Communities covenants and restrictions at Bradley Heights authorizing District to provide, implement, and enforce covenants and design review services: After review, Director Robert Case moved to ratify the District No. 2 acceptance of Century Communities covenants and restrictions at Bradley Heights authorizing District to provide, implement, and enforce covenants and design review services; seconded by Director Long. Motion passed unanimously.
10. Other Business
- a. Next Regular Meeting scheduled for February 13, 2024 at 9:00 a.m.
11. Adjourn: The Board unanimously adjourned the meeting at 10:23 a.m.

Respectfully Submitted,

By: Recording Secretary



Contract Change Order #003: Contract Adjustment and Additional Services

Client Name:

Bradley Heights Metropolitan District
ATTN: Randy Case, President

Address:

119 N. Wahsatch Avenue
Colorado Springs, CO 80903

Project Name: Bradley Heights imp AND Phase 1
Engineering/Construction Drawings

Project No: 21.1213.004

Project Location: Colorado Springs, Colorado

Scope of Services: Matrix will complete the work as outlined in the attached scope of work provided below.

Task 1: Channel Design & permitting revisions (Modification to existing Task 4: Marksheffel Tributary – Permitting, Engineering & Construction Documents)

- Discussion within the design report related to the Drainage Basin Fee Credits, as requested through the City review process related to the channel design report.
- An additional existing conditions hydraulic model, requested by the City, based on future and existing flow rates. This model was an atypical condition as the City required a multiple different flow rates be evaluated which is different from that required in the CLOMR modeling.
- Design of various drainage outfalls that are being constructed with adjacent development sites. These outfalls are in various states of construction and need to be incorporated into the channel design. It was initially assumed that channel improvements would be constructed prior to the various drainage outfalls and that the outfalls would tie to the constructed channel. The current design includes improving or modifying the multiple outfalls to work with the channel improvements.
- Additional design calculations required by the City to include detailed design information for each individual drainage feature (vanes, drop structure, bends, etc), rather than more typical representative calculations.
- Additional landowner and utility provider coordination efforts.
- Value engineering efforts and revisions throughout the design process leading up to the final design. These efforts included coordinating with the City and creating multiple design iterations to optimize construction costs while still meeting the project goals. Construction estimates have been reduced +/- \$1M since the original design estimate.
- This task specifically excludes any additional permitting with USACE or CDPHE.
- This task specifically excludes Construction Contract Administration.
- This task specifically excludes revision to the existing DBPS as it relates to the estimated construction costs and associated reimbursement of the actual construction costs.

Excellence by Design

Task 2: Ongoing Construction Document Revisions and Construction Coordination:

- Plan revisions resulting from value engineering efforts
- Plan revisions resulting from ongoing coordination with adjacent developers
- Utility plan revisions and coordination related to the 24" waterline, and Metered Manhole.
- Construction Plans for the Legacy Road Connection between the Bradley Heights Metro District boundary and the existing Legacy Road within the Trails at Aspen Ridge development.

Task 3: Construction Closeout and Assistance:

- Miscellaneous tasks related to construction closeouts and financial assurances moving forward, beginning 2/1/2024.
- Tasks related to quantifying assurances per plans, previously posted with the city, and quantifying remaining work to be completed and associated assurances.
- Tasks related to obtaining initial acceptance with the City or CSU for various improvements (roadways, utilities, and storm drain infrastructure).
- Tasks related to permit closeout or partial closeout pertaining to GEC permits and CSWMPs.

Task 4: Drainage Basin Fee Closure (add scope of services)

- Add scope to the existing task related Drainage Basin Fees Credits & Drainage Board Application.
- The additional scope is to provide support for an application to partially close the Jimmy Camp Drainage Basin in an effort to defer drainage fees directly to the District rather than the drainage basin funds.
- This task specifically excludes revision to the existing DBPS as it relates to the estimated construction costs and associated reimbursement of the actual construction costs.

CHANGE ORDER LINE ITEMS: CO #003

#	Description	Type	Amount
1	Channel Design & permitting revisions	Lump Sum	\$ 200,000.00
2	Ongoing Construction Document Revisions	Lump Sum	\$ 25,000.00
3	Construction Closeout and Assistance	Time & Materials	
4	Drainage Basin Fee Closure	Time & Materials	

The original (Contract Sum)	\$477,500 L.S.
Net change by previously authorized Change Orders	\$343,000 L.S.
The contract sum prior to this Change Order was	\$820,500 L.S.
The contract sum will be increased by this Change Order by	\$225,000 L.S.
The New contract sum including this Change Order will be	\$1,045,500 L.S.

Total contracted fees do not include time and materials tasks. The costs associated with T&M work is in addition to the lump sum fees.

The following additional attachments are made a part of this Agreement:

Original Contract signed September 14, 2021 (by reference), 2023 Matrix Standard Hourly Rates & General Conditions.

IN WITNESS WHEREOF, Matrix Design Group, Inc. and Client have made and executed this Agreement.

MATRIX DESIGN GROUP, INC.

BRADLEY HEIGHTS METROPOLITAN DISTRICT

By: Eric Smith, PE
Its: Vice-President
Date: February 8, 2024

By: _____
Its: _____
Date: _____



2024 STANDARD HOURLY RATES

JOB TITLE	HOURLY RATE
Principal	\$275.00
Executive Vice President	\$255.00
Senior Vice President	\$245.00
Vice President	\$235.00
Associate Vice President	\$225.00
Executive Associate	\$210.00
Senior Associate	\$200.00
Associate	\$190.00
Professional X	\$180.00
Professional IX	\$170.00
Professional VIII	\$160.00
Professional VII	\$150.00
Professional VI	\$140.00
Professional V	\$130.00
Professional IV	\$120.00
Professional III	\$110.00
Professional II	\$100.00
Professional I	\$90.00
Staff VII	\$150.00
Staff VI	\$140.00
Staff V	\$120.00
Staff IV	\$100.00
Staff III	\$85.00
Staff II	\$75.00
Staff I	\$65.00
1-Person Survey Crew	\$160.00
2-Person Survey Crew	\$205.00
3-Person Survey Crew	\$250.00

If applicable, mileage will be charged at the Federal government allowable rate.
All other direct expenses attributable to the Project will be charged to Client at cost plus 10%.
Standard Hourly Rates are subject to adjustment annually.

Exhibit 1
MATRIX DESIGN GROUP, INC.
GENERAL CONDITIONS

Matrix's Agreement with Client is comprised of these General Conditions and the accompanying written proposal or authorization for services (hereinafter referred to as "Agreement"):

SECTION 1: MATRIX RESPONSIBILITIES

1.1 Matrix agrees to perform services in accordance with the attached proposal, or as otherwise stated herein if no proposal was submitted. Modifications to the proposal or scope of services must be provided and mutually agreed to in writing between Matrix and Client prior to rendering of services by Matrix. In performing services, Matrix will use that degree of care and skill ordinarily exercised under similar circumstances by civil engineers practicing in the same locality wherein the project is located.

1.2 Matrix will perform the services as an independent contractor, and shall not be deemed, by virtue of this Agreement, to have entered into any partnership, joint venture or other relationship with the Client.

1.3 TO THE MAXIMUM EXTENT PROVIDED BY LAW, NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AT COMMON LAW OR CREATED BY STATUTE, IS EXTENDED, MADE OR INTENDED BY THE PROVISION OF PROFESSIONAL SERVICES AND ADVICE OR BY THE FURNISHING OF THE PROFESSIONAL WORK PRODUCTS PURSUANT TO THIS AGREEMENT.

1.4 Matrix's duties do not include supervising the project's contractors or commenting on, overseeing, or providing the means and methods of their work, including job site safety. Matrix will not be responsible for the failure of the project's contractors or other consultants to perform in accordance with their undertakings, and the providing of services by Matrix shall not relieve others of their responsibility to Client or to others.

1.5 If required as part of the services, Matrix may assist Client in applying for and obtaining permits and approvals from governmental entities with jurisdiction over the project. However, Matrix will not be responsible for any failure to issue or delay caused by any conditions imposed by such governmental units.

1.6 If Matrix's performance is delayed due to factors beyond its reasonable control, or if project conditions or the scope of work change, Matrix will give timely notice of the change pursuant to change order and receive compensation for any additional work.

1.7 If this Agreement requires Matrix to perform services during construction, Matrix neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the contract between Owner and such Contractor.

SECTION 2: CLIENT'S RESPONSIBILITIES

2.1 Client shall designate a person to act as the Client's representative with respect to the services Matrix is to provide at the project. The Client's designee shall have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to the services.

2.2 Any questions, requests for clarification or directions from the Client to Matrix shall be in writing, pursuant to a Request for Information or otherwise, and Matrix is under no obligation to follow oral direction provided on site.

2.3 Client is solely responsible for coordinating amongst design professionals. Client agrees to provide Matrix with all known information, conditions, standards, criteria and objectives which affect its services. This includes, but is not limited to, all plans or reports from other design professionals that may impact or affect Matrix's work. Matrix will be entitled to rely on the accuracy of the information provided. Client hereby agrees that if Client fails to provide Matrix with any of the information required in this paragraph, Client will assume all risks associated with that failure. Matrix will not be responsible for any omissions or acts which were caused in whole or in part by the failure of Client to provide the required information to Matrix.

2.4 Client agrees that Matrix will not be liable for any changes in conditions to the project caused by others after Matrix's work is completed on the project.

SECTION 3: DOCUMENTS AND REPORTS

3.1 Documents, plans, diagrams, sketches, surveys, computer files, working drawings and any other materials created or prepared by Matrix as part of its performance of this Agreement (the "Work Products") are solely for use for this project, and Matrix shall retain ownership rights including copyrights. The Client may retain copies and may use such Work Products in connection with Client's work on this project. However, Client agrees not to alter the Work Products and not to use the Work Products for any purpose or project other than that intended by this Agreement. Matrix accepts no responsibility and reserves all rights for Client's use of the Work Products for any purpose or project other than the project specified in the attached Proposal.

3.2 Client agrees that Matrix will rely on the type of building(s) specified in the plans. If the Client re-configures, remodels or converts the building(s) in the project for some other use after Matrix has completed its work, the Client agrees that Matrix's initial design work will no longer apply and Matrix cannot be held liable for any civil engineering issues caused by such changes.

3.3 If Client later converts this Project for any use other than what was specifically agreed to in the accompanying proposal (e.g., converts the project from apartment buildings to condos or from commercial to residential use), Client hereby releases Matrix from any

liability caused, relating to or arising from, the changed use of the Project and assumes all risk relating to such changed use.

3.4 If Client does not make payment in full as provided in this Agreement, Client agrees to deliver all Work Products previously transmitted to Client upon demand by Matrix, and not to use such Work Products for any purpose whatsoever until payment in full has been received.

3.5 Project records and Work Products will be retained by Matrix for a period of five years following completion of the services.

SECTION 4: COMPENSATION

4.1 Matrix's pricing of this work is predicated upon Client's acceptance of the conditions and allocations of risks and responsibilities described in this Agreement. If there is no other Agreement as to rates and fees, Client agrees to pay Matrix's current Standard Hourly Billing Rates for any work done on Client's behalf pursuant to this Agreement. An estimate or statement of probable cost is not a firm figure unless stated as such.

4.2 In addition to the hourly rates paid for services, Client shall pay Matrix's reimbursable expenses directly attributable to the project. Reimbursable expenses shall include but not be limited to: sub consultant fees, expense of transportation, parking, meals, postage, including special delivery fees, zoning application fees, inspection fees, permit fees, and charges for blueprints and reproduction.

4.3 Matrix will submit invoices to Client monthly. Client will pay the balance stated in the invoice within thirty (30) days unless Client informs Matrix in writing of objections to the invoice within that thirty-day period. Any retainer paid by the Client hereunder shall be credited to Matrix's last invoice for Services rendered.

4.4 Any invoiced amounts outstanding after thirty days will bear interest at the rate of 1.5% per month (18% per annum), or the maximum permissible by applicable law, whichever is less from the thirtieth day following the date of the invoice, until paid.

4.5 Additional Services

A. If authorized by Client in writing, Matrix shall furnish services in addition to those set forth above.

B. Client shall pay Matrix for such additional services as follows:

1. A pre-determined lump sum basis payment as agreed to in writing by both Matrix and Client.

2. On an hourly time and expenses basis for additional services of Matrix's employees engaged directly on the Project in an amount equal to the cumulative hours charged to the Project by each class of Matrix's employees times standard hourly rates for each applicable billing class, plus

reimbursable expenses and Matrix's consultants' charges, if any.

4.6 Matrix shall be entitled to recover all attorney's fees, dispute resolution fees, court costs and other expenses incurred in the collection or attempted collection of any amounts due under this Agreement.

4.7 At Matrix's option, Matrix may temporarily cease to perform the services or elect to terminate this Agreement if invoiced amounts are unpaid sixty days after the date of any invoice. In no event shall Matrix be liable for any damage or expense resulting from such termination or work stoppage.

4.8 Client's obligation to pay for the services shall not be reduced or in any way impaired by Client's inability to obtain financing, governmental approval of the project, or for any other cause. No deduction shall be made from any invoice because of penalty set-off or liquidated damages.

SECTION 5: RISK, DISPUTES AND DAMAGES

5.1 The parties agree that all disputes between them will be submitted to a mutually agreeable neutral mediator, as a condition precedent to litigation or other remedies provided by law. The fee and costs of the mediator shall be apportioned equally between the parties.

5.2 Following mediation, all disputes between Client and Matrix for \$500,000 or less shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association effective at the Effective Date of the Agreement.

5.3 Following mediation, all disputes between Client and Matrix greater than \$500,000, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association effective at the Effective Date of the Agreement and before an arbitration panel of three mutually agreeable arbitrators, at least one of whom will be a licensed, practicing civil engineer in the state where the project is located.

5.4 NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM DELAY, LOSS OF USE, LOSS OF PROFITS OR REVENUE, OR COST OF CAPITAL.

5.5 Client agrees to notify Matrix of any claimed negligent act, error or omission within thirty days of the date of its discovery and to provide Matrix with the opportunity to investigate and to recommend ways of mitigating damages as a condition precedent to litigation or other remedies provided by law.

5.6 Client and Matrix agree that the statute of repose under Colorado law will begin to run upon the completion of Matrix's work as evidenced by the date of the last invoice, and not when the project is completed as a whole. Client and Matrix further contractually agree to revise the repose period set forth under CDARA, and instead agree that any claims against Matrix must be brought within five years

after Matrix's last invoice on the project, even if alleged defects arise at a later time.

5.7 Many risks affect Matrix by virtue of entering into this Agreement to provide professional services. For Client to obtain the benefit of a fee which includes a reasonable allowance for Matrix's risk, Client agrees that Matrix's aggregate liability will not exceed the fee paid for our services or \$50,000, whichever is greater, for Matrix's alleged negligent acts, errors or omissions.

5.8 To the maximum extent permitted by law, Client agrees to defend, indemnify and hold Matrix harmless from and against all claims, damages, losses, and expenses, including but not limited to, attorneys' fees, arising out of or related to any negligent act or omission of Client, its contractors, subcontractors, other consultants or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is also caused in part by Matrix. It is understood, however, that the Client will not defend, indemnify or hold Matrix harmless for Matrix's sole negligence in performing services for the project.

SECTION 6: SUCCESSORS, ASSIGNS AND BENEFICIARIES

6.1 Client and Matrix each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Matrix are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

SECTION 7: NO THIRD-PARTY RELATIONSHIP

7.1 Nothing in this Agreement is intended to create a third-party beneficiary relationship with any party who is not a signatory to this agreement. The rights and obligations contained in this Agreement are solely limited to those between Matrix and Client.

SECTION 8: NO LIABILITY FOR INDIVIDUAL EMPLOYEES OR OFFICERS

8.1 It is intended by the parties to this Agreement that Matrix's services in connection with the Project shall not subject the Matrix's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Matrix, a Colorado corporation, and not against any of the Matrix's individual employees, officers or directors.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 These General Conditions and the accompanying proposal or attached Special Provisions constitute the entire agreement between the parties and supersedes any prior agreements and any purchase order conditions.

9.2 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party.

9.3 This Agreement shall be interpreted according to the law of the state in which the Matrix office conducting this work is located.

9.4 Each Provision of this Agreement is intended to be severable. If any provision of this Agreement is declared illegal or invalid for any reason, such illegality or invalidity shall not affect the remainder of this Agreement.

9.5 This Agreement may be terminated in writing by either party upon seven days written notice. Client shall pay Matrix all fees and reimbursable expenses incurred up to the date of termination.

9.6 *Professional Liability* – Matrix shall obtain and maintain a policy of professional liability insurance (with prior acts coverage sufficient to cover the services performed under this Agreement) with policy limits in an amount of not less than \$1,000,000 per claim/\$1,000,000 aggregate. Such insurance will be renewed so as to provide continuous coverage during the term of this Agreement and for a period of at least twelve (12) months following the completion of Matrix's professional services under the Agreement.

SECTION 10: TOTAL AGREEMENT

10.1 This Agreement (consisting of the Standard Agreement for Professional Services and these pages 1 to 3 inclusive, together with any expressly incorporated appendix or attachments), constitutes the entire agreement between Client and Matrix and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.



Bradley Heights Metropolitan District No. 1

Balance Sheet

02/07/24

As of January 31, 2024

Accrual Basis

	<u>Jan 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
ECB - Checking	1,877.56
Total Checking/Savings	<u>1,877.56</u>
Accounts Receivable	
Accounts Receivable	82,958.00
Total Accounts Receivable	<u>82,958.00</u>
Other Current Assets	
Due From District 3	785.19
Due From District 2	2,200.00
Total Other Current Assets	<u>2,985.19</u>
Total Current Assets	<u>87,820.75</u>
TOTAL ASSETS	<u>87,820.75</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	56,384.53
Total Accounts Payable	<u>56,384.53</u>
Total Current Liabilities	56,384.53
Long Term Liabilities	
Developer Advance - Randle Case	41,000.00
Marksheffel-Woodmen Investments	75,850.00
Total Long Term Liabilities	<u>116,850.00</u>
Total Liabilities	173,234.53
Equity	
Retained Earnings	-77,107.71
Net Income	-8,306.07
Total Equity	<u>-85,413.78</u>
TOTAL LIABILITIES & EQUITY	<u>87,820.75</u>

Bradley Heights Metropolitan District No. 1

Profit & Loss Budget vs. Actual

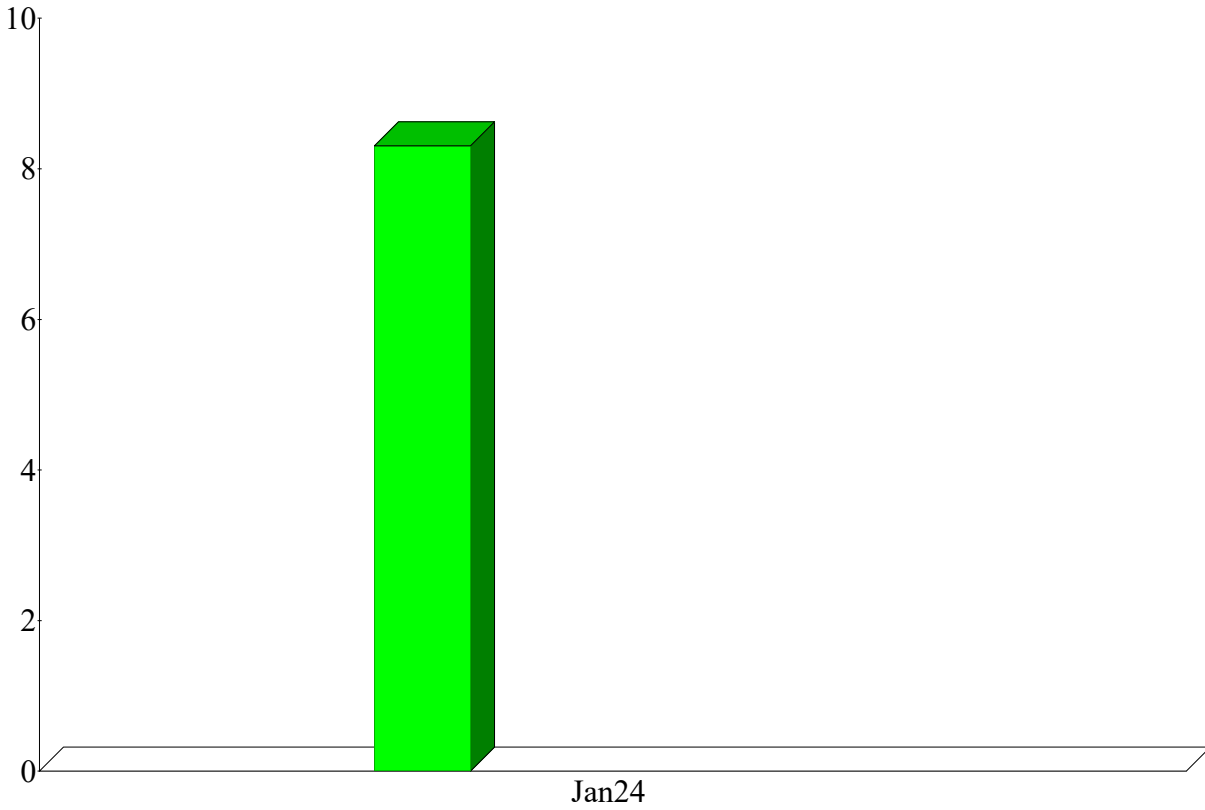
January 2024

	<u>Jan 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Developer Advance	0.00	85,000.00	-85,000.00	0.0%
Transfer From District 2-O&M	0.00	2,413.00	-2,413.00	0.0%
Total Income	<u>0.00</u>	<u>87,413.00</u>	<u>-87,413.00</u>	<u>0.0%</u>
Expense				
Audit	0.00	15,375.00	-15,375.00	0.0%
Bank Service Charge	0.00	100.00	-100.00	0.0%
Contingency	0.00	10,000.00	-10,000.00	0.0%
Copies & Postage	0.00	500.00	-500.00	0.0%
District Management	5,000.00	60,000.00	-55,000.00	8.33%
Dues & Subscriptions (SDA) - D1	0.00	500.00	-500.00	0.0%
Dues & Subscriptions (SDA) - D2	0.00	1,500.00	-1,500.00	0.0%
Dues & Subscriptions (SDA) - D3	0.00	500.00	-500.00	0.0%
Insurance - D1	0.00	2,000.00	-2,000.00	0.0%
Insurance - D2	0.00	3,000.00	-3,000.00	0.0%
Insurance - D3	0.00	3,000.00	-3,000.00	0.0%
Legal	3,296.91	25,000.00	-21,703.09	13.19%
Miscellaneous	9.16	0.00	9.16	100.0%
Total Expense	<u>8,306.07</u>	<u>121,475.00</u>	<u>-113,168.93</u>	<u>6.84%</u>
Net Ordinary Income	<u>-8,306.07</u>	<u>-34,062.00</u>	<u>25,755.93</u>	<u>24.39%</u>
Net Income	<u><u>-8,306.07</u></u>	<u><u>-34,062.00</u></u>	<u><u>25,755.93</u></u>	<u><u>24.39%</u></u>

Income and Expense by Month
January 2024

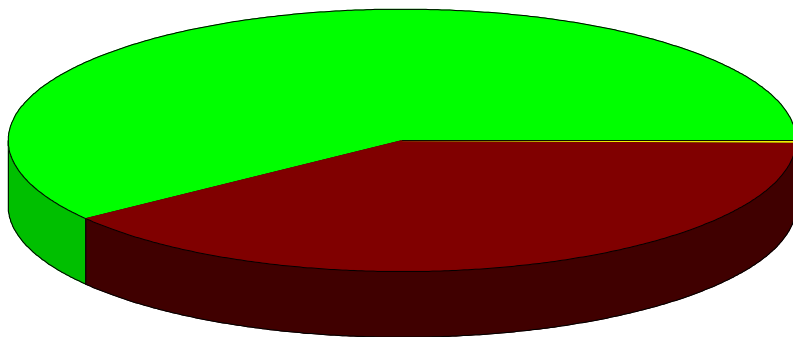
Expense

\$ in 1,000's



Expense Summary
January 2024

District Management	60.20%
Legal	39.69
Miscellaneous	0.11
Total	\$8,306.07



By Account

Bradley Heights Metropolitan District No. 2

Balance Sheet

02/07/24

As of January 31, 2024

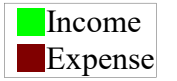
Accrual Basis

	<u>Jan 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
ECB Checking	29,504.33
UMB Bond Account 156470.1	38,097.96
UMB - Project Fund 156470.2	1,906,492.60
Total Checking/Savings	<u>1,974,094.89</u>
Other Current Assets	
Due from District No 3	9.00
Accounts Receivable Other	39.00
Property Tax Receivable	5,955.20
Total Other Current Assets	<u>6,003.20</u>
Total Current Assets	<u>1,980,098.09</u>
Fixed Assets	
Construction in Progress	8,622,891.24
Total Fixed Assets	<u>8,622,891.24</u>
TOTAL ASSETS	<u><u>10,602,989.33</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	26,991.00
Total Accounts Payable	<u>26,991.00</u>
Other Current Liabilities	
Accrued Interest	2,267,035.00
Due to District 1	2,200.00
Deferred Property Tax Revenue	5,955.20
Total Other Current Liabilities	<u>2,275,190.20</u>
Total Current Liabilities	<u>2,302,181.20</u>
Long Term Liabilities	
Series 2021A Bonds	35,000,000.00
Total Long Term Liabilities	<u>35,000,000.00</u>
Total Liabilities	<u>37,302,181.20</u>
Equity	
Retained Earnings	-25,906,710.20
Net Income	-792,481.67
Total Equity	<u>-26,699,191.87</u>
TOTAL LIABILITIES & EQUITY	<u><u>10,602,989.33</u></u>

Bradley Heights Metropolitan District No. 2
Profit & Loss Budget vs. Actual
January 2024

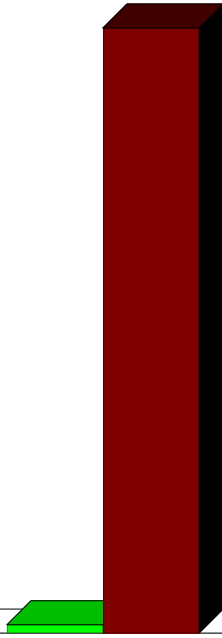
	<u>Jan 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Transfer From D3 DS Taxes	0.00	786.82	-786.82	0.0%
PY Tax - O&M	0.00	2,287.00	-2,287.00	0.0%
Specific Ownership Tax - O&M	0.00	160.00	-160.00	0.0%
CY Property Tax - Debt	0.00	6,862.00	-6,862.00	0.0%
Specifice Ownership Tax - Debt	0.00	480.00	-480.00	0.0%
Impact Fees				
Capital Facility Fees-Platting	0.00	119,960.00	-119,960.00	0.0%
Total Impact Fees	<u>0.00</u>	<u>119,960.00</u>	<u>-119,960.00</u>	<u>0.0%</u>
Total Income	<u>0.00</u>	<u>130,535.82</u>	<u>-130,535.82</u>	<u>0.0%</u>
Expense				
Bond Expense				
Bank Fees	871.41			
Paying Agent Fee	0.00	4,000.00	-4,000.00	0.0%
Total Bond Expense	<u>871.41</u>	<u>4,000.00</u>	<u>-3,128.59</u>	<u>21.79%</u>
Capital Outlay				
Capital Construction	684,692.58	2,076,963.00	-1,392,270.42	32.97%
Engineering/Planning	98,279.42			
Project Management	19,816.75			
Total Capital Outlay	<u>802,788.75</u>	<u>2,076,963.00</u>	<u>-1,274,174.25</u>	<u>38.65%</u>
Treasurer Collection Fee - O&M	0.00	34.00	-34.00	0.0%
Treasurer Collection Fee - Debt	0.00	103.00	-103.00	0.0%
Total Expense	<u>803,660.16</u>	<u>2,081,100.00</u>	<u>-1,277,439.84</u>	<u>38.62%</u>
Net Ordinary Income	<u>-803,660.16</u>	<u>-1,950,564.18</u>	<u>1,146,904.02</u>	<u>41.2%</u>
Other Income/Expense				
Other Income				
Interest Income - Debt	11,178.49	100,000.00	-88,821.51	11.18%
Total Other Income	<u>11,178.49</u>	<u>100,000.00</u>	<u>-88,821.51</u>	<u>11.18%</u>
Net Other Income	<u>11,178.49</u>	<u>100,000.00</u>	<u>-88,821.51</u>	<u>11.18%</u>
Net Income	<u><u>-792,481.67</u></u>	<u><u>-1,850,564.18</u></u>	<u><u>1,058,082.51</u></u>	<u><u>42.82%</u></u>

Income and Expense by Month
January 2024



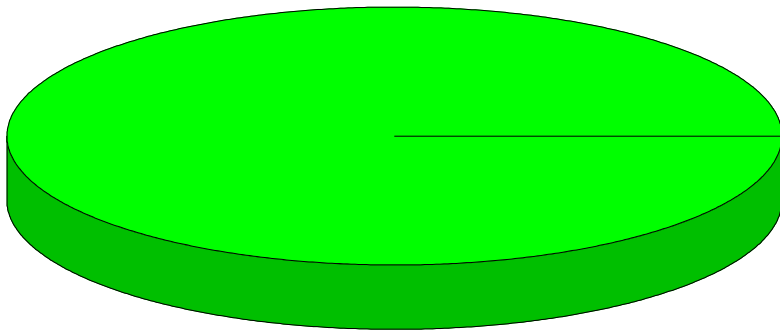
\$ in 1,000's
1,000

800
600
400
200
0



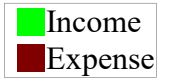
Income Summary
January 2024

 Interest Income - Debt	100.00%
Total	\$11,178.49

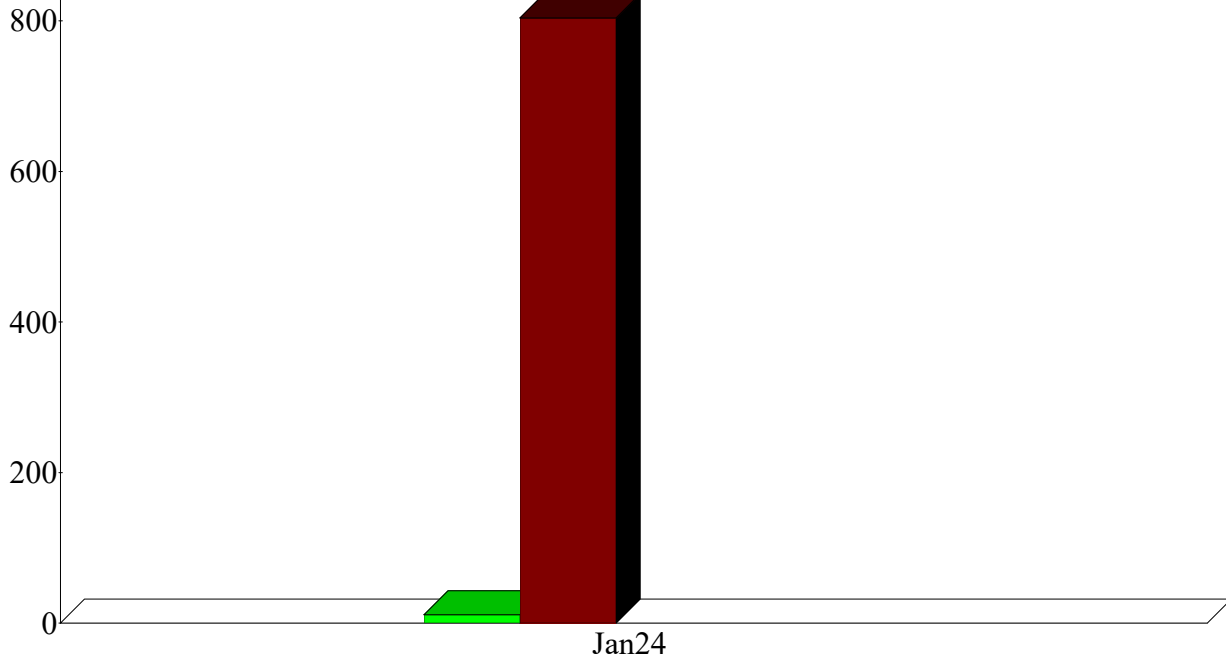


By Account



Income and Expense by Month
January 2024

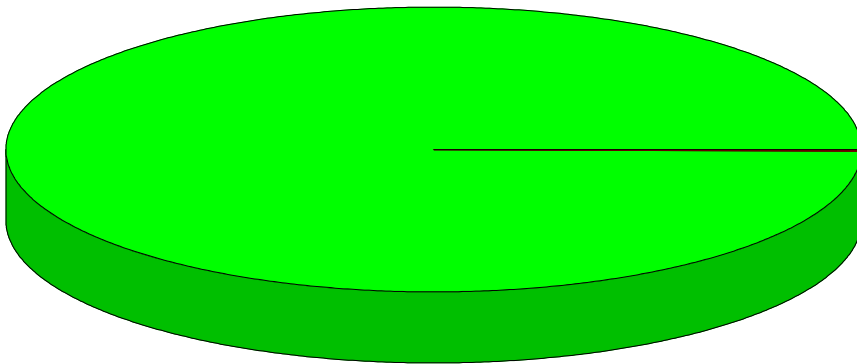


\$ in 1,000's
1,000



Expense Summary
January 2024

 Capital Outlay	99.89%
 Bond Expense	0.11
Total	\$803,660.16



By Account



Bradley Heights Metropolitan District No. 1

PAYMENT REQUEST

2/13/2024

GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
White Bear Anekele	32929	1/31/2024	\$ 3,296.91	
WSDM District Managers	7843	1/31/2024	5,009.16	
TOTAL			\$ 8,306.07	

\$8,306.07

Bradley Heights Metropolitan District

Bradley Heights Metropolitan District #2
PAYMENT REQUEST

2/13/2024

BOND FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
Entech	231255-01	1/26/2024	\$ 4,308.50	
Entech	230832-02	1/26/2024	\$ 6,550.75	
Frazee	13124	1/31/2024	\$ 37,901.18	
Grundy Construction Management & Const	BHM-027	1/31/2024	\$ 15,549.55	
Matrix Design Group	41981	1/18/2024	\$ 1,697.86	
Matrix Design Group	42087	2/4/2024	\$ 8,730.00	
Matrix Design Group	41036	9/29/2023	\$ 13,736.47	
Matrix Design Group	41035	9/29/2023	\$ 21,337.50	
Transportation Resource Services, Inc.	5775	12/28/2023	\$ 1,925.00	
Transportation Resource Services, Inc.	5836	1/12/2024	\$ 2,332.13	
Wildcat Construction Inc.	75187-20	1/31/2024	\$ 320,721.91	
TOTAL			\$ 434,790.85	

Bradley Heights Metropolitan District #2
PAYMENT REQUEST

2/13/2024

GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
UMB Bank	11124	1/11/2024	\$ 26,991.00	Century Communities 9 Facility Fees Collected-Pledged Revenue

Bradley Heights



HBS SOLID WASTE AND NON-REBATE RECYCLING SERVICES AGREEMENT

This Solid Waste and Non-Rebate Recycling Services Agreement (“**Agreement**”) dated as of **02/15/2024** (“**Effective Date**”), is between HBSCO LLC, a Colorado limited liability company, d/b/a HBS Trash Services, located at 9250 E Costilla Ave, Greenwood Village CO (“**Company**”) and Bradley Heights Metropolitan District No. 2 at Southwest Corner of Marksheffel Rd and Bradley Rd Colorado Springs, CO **80925 Mailing Address: 614 N Tejon St, Colorado Springs, CO 80903.** (“**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 the 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 remain with Customer at all times. 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 **02/15/2024** and will continue for **36 months** (the “**Initial Term**”) and shall automatically renew for two successive one-year (3) year periods after the end of the Initial Term (the “**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 before 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 before 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 the 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) the Company collects additional Waste Materials or Recyclable Materials that are left outside of the Equipment, or (iii) the 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, the 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 the Company shall remain its property; however, the 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 the 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. The customer shall provide safe and unobstructed access to the Equipment on the scheduled collection day. 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 in

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. The customer shall be responsible to the Company for its Representatives. The company cannot be held liable if the landfill rejects load is contaminated by the Customer's best effort as the company will attempt to recycle with its best effort also.

- c. Company. The 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 for each person; \$1,000,000 for each occurrence aggregate; Property Damage -\$500,000 for 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. Before commencing Services, the 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 payout 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 the 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 payout 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 the customer's prior written approval. (d) All written notifications to the Company required by this Agreement shall be by personal delivery, electronic mail or Certified Mail, Return Receipt Requested to the address listed at 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 the 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 the Single Stream service. Single Stream does not include the following materials: foam, film plastics, 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.

COMPANY:

HBSCO LLC D/B/A HBS Trash Services

By: _____

Name: Carlos Minguela

Title: Sales Executive

Date: 01/30/2024

Bradley Heights Metropolitan District No. 2

By: _____

Name: Rebecca Harris

Title: _____

Date: _____

Exhibit A

Service Summary

Georgetown Square Community Townhomes

Attention: Rebecca Harris – Bradley Heights Metropolitan District No. 2
Re: Bradley Heights Metropolitan District No. 2-Waste Services Agreement

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 148 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.* Carts will be left upright at the curb, please ensure your cart is placed curbside and free of any obstacles.

Bradley Heights Metropolitan District No.2 will have 169 Single Family Homes. Trash pickup day is weekly. Recycle pickup is EOW.

An Excel file with service addresses needs to be provided for routing and HBS will provide a welcome letter and Calendar for electronic distribution.

Start Date: 02/15/2024 (Date may change)

Cart Delivery Date: To Be Determine (date may change)

Trash Weekly: each home will be provided at no charge one 64-gallon cart.

Recycle EOW: each home will be provided at no charge one 64-gallon cart with a yellow lid.

Standard waste and recycle services: provided will be curbside pickup and curbside drop. We will allow up to 3 extra bags or bundles of yard waste measuring less than 3 feet outside the carts of waste only.

Pricing:

Total Household Services for weekly trash service & Every Other Week Recycle is: \$15.00 per month for each house.

The cost for 1 additional trash cart can be utilized by a per month rental at \$5.00 per additional cart, this 2nd trash cart would be paid by each homeowner by contacting HBS Trash for set up and billing per Bradley Heights Metropolitan District No.2.

HBS HOA VIP Program

HBS Provides under this agreement these services and benefits exclusive to your community:

-Initial Trash carts are provided at no cost to each resident (Home)of the community.

-3 extra bags or bundles (under 3 feet) of trash or yard waste are allowed weekly to each Resident (Home) of the community.

-Exclusive rights to the new HBS Zero waste recycling program being launched on 3/28/2023 for the entire state of Colorado.

-Bulk Item concierge program. HBS will pick up at your residence any large bulk item per landfill restrictions and guidelines.

Call customer service at 720.547.8600 for pricing and details per item. Mention your contracted HOA for discounts and monthly specials.

-Sign up for the weather alert program and get emails on weather issues that may affect your community

Additional Services:

Additionally, HBS will provide roll-off containers for any extra community cleanup events at a price of \$420 Flat Fee per 30-yard container. The HOA is responsible for not going over the fill line in the roll-off to avoid extra costs. If homeowners have additional large items, they can schedule a bulk pickup on a one-off basis. For individual resident bulk item removals questions call customer service at 720.547.4600 for current pricing and to schedule an appointment date. Appliances are generally recycled here in Colorado, and we will collect these during the annual bulk collection. Any items containing refrigerant must have a certificate indicating that the refrigerant has been removed.

***Terms of this agreement are 3 years, with a price lock for the 1st year, and up to a 6% or CPI increase (whichever is higher) per each contract year thereafter. We retain the right to institute a fuel surcharge when diesel fuel rates are higher than \$3.50 per gallon. The schedule for fuel surcharges is published on our website.

Exhibit B
Certificate of Insurance

[SENDING SEPARATELY]