

VISTA RIDGE METROPOLITAN DISTRICT

7555 E. Hampden Ave., Suite 501
Denver, CO 80231
Tel: 720-213-6621

NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Michael Lund	President	2027/May 2027
William Mathe	Treasurer	2029/May 2029
Scott Wood	Secretary	2029/May 2029
John Z. Ocwieja	Asst. Secretary	2027/May 2027
Todd Sargent	Asst. Secretary	2027/May 2027

DATE: March 26, 2026
TIME: 5:30 P.M.
PLACE: Vista Ridge Community Center
2750 Vista Pkwy
Erie, CO 80516

I. ADMINISTRATIVE MATTERS

- A. Call to Order, Disclosures of Potential Conflicts of Interest, if any.

- B. Approve Agenda, confirm quorum and posting of meeting notices.

- C. Public Comment.

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.

II. CONSENT AGENDA

The items listed below are a group of items to be acted on with a single motion and vote by the Board. An item may be removed from the consent agenda to the regular agenda, if desired. Items on the consent agenda are then voted on by a single motion, second and vote by the Board.

- Approve Minutes of the January 22, 2026, Regular Meeting (enclosure).
- Ratify approval of Agreement for Services between the District and Environmental Designs, LLC d/b/a Monarch Tree & Lawn Service for tree removal services, in the amount of \$8,289.20 and IPS Beetle Prevention and Ash Borer Injection services, in the amount of \$17,740 (enclosure).
- Ratify approval of Change Order No. 60 with Environmental Designs, LLC for stormwater inspections, in the amount of \$1,529.42 (enclosure).

- Ratify approval of Change Order No. 61 with Environmental Designs, LLC for hand digging at Skyline Main Line, in the amount of \$9,125.00 (enclosure).
 - Ratify approval of Change Order No. 62 with Environmental Designs, LLC for boring at Skyline Drive and Norfolk Street, in the amount of \$27,670.65 (enclosure).
 - Ratify approval of Change Order No. 63 with Environmental Designs, LLC for hand digging at Skyline Drive main line, in the amount of \$8,436.37 (enclosure).
 - Ratify approval of Change Order No. 64 with Environmental Designs, LLC for hand digging at Skyline Drive main line, in the amount of \$5,332.31 (enclosure).
 - Ratify approval of Change Order No. 66 with Environmental Designs, LLC for stormwater inspections, in the amount of \$1,529.42 (enclosure).
 - Ratify approval of Change Order No. 67 with Environmental Designs, LLC for boring at Skyline Golf Trail, in the amount of \$22,649.90 (enclosure).
 - Ratify approval of Change Order No. 68 with Environmental Designs, LLC for stormwater along Skyline Drive, in the amount of \$2,666.16 (enclosure).
 - Ratify approval of Change Order No. 69 with Environmental Designs, LLC for boring at Skyline Drive and Alpine Drive, in the amount of \$33,851.30 (enclosure).
 - Ratify approval of Change Order No. 70 with Environmental Designs, LLC for boring at Skyline Drive and Buttercup Street, in the amount of \$24,329.41 (enclosure).
 - Ratify approval of Change Order No. 71 with Environmental Designs, LLC for stormwater along Skyline Drive, in the amount of \$2,998.60 (enclosure).
 - Ratify approval of Change Order No. 72 with Environmental Designs, LLC for hand digging at Skyline Main Line, in the amount of \$5,850.91 (enclosure).
-

III. FINANCIAL MATTERS

- A. Review and ratify the approval of the payment of claims for the period ending March 11, 2026, in the amount of \$1,383,476.51 (enclosure).
-
- B. Review and accept schedule of cash position through the period ending December 31, 2025 and Property Taxes Reconciliation (enclosure).
-

IV. LEGAL MATTERS

- A. Water Matters:
1. Discuss potential update to water service rates and current water service agreements.

 2. Discuss adoption of rules and regulations regarding water usage in drought conditions.

 3. Discuss District installation of irrigation controller for Columbine Mine Park

- B. Discuss Coordination with Affinity Holdings Related to Proposed Linda Johnston Homestead Estate Development (enclosure).
-

- C. Other.
-

V. OPERATIONS AND MAINTENANCE MATTERS

- A. Construction Update:

1. Discuss Landscaping Project Status Overview (enclosures).

2. Discuss Landscaping Project Budget Overview.

3. Discuss Highway 7 & Vista Parkway Redesign & Maintenance responsibility (enclosures).

- B. Review and consider approval of proposals for purchase of WeatherTrak Controller for Columbine Mine Park (enclosures).
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- C. Review and consider approval of proposal from Environmental Designs, LLC for tree removal and replacement, in the amount of \$37,679.67 (enclosure).
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- D. Review and consider approval of proposals for concrete repairs throughout the District (enclosures).
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- E. Review and consider approval of Service Agreement between the District and Diversified Underground, Inc. for locate services (enclosure).
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- F. Review and consider approval of Change Order No. 65 with Environmental Designs, LLC for additional monument landscaping, in the amount of \$68,122.57 (enclosure).
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- G. Discuss potential design updates related to Change Order No. 47 with Environmental Designs, LLC for Ridgeview Landscaping (enclosure).
-

H. Review and consider approval of proposals for installation of LED Lighting at Highway 7 and Vista Parkway Entrances (enclosures).

I. Discuss update regarding The Village at Vista Ridge Association Irrigation Controller Upgrade.

J. Discuss update regarding removal of decommissioned irrigation controllers and power meters (enclosure).

K. Discuss update regarding Post-Activation Inspection of District Irrigation System by HydroSystems-KDI, Inc.

L. Discuss update regarding tracking and coordination of construction restoration items (enclosure).

M. Discuss update regarding installation of new dog waste stations (enclosures).

N. Discuss update regarding recent maintenance performed on District Kubota maintenance vehicle.

VII. OTHER MATTERS

A. _____

VIII. ADJOURNMENT **THE NEXT SCHEDULED REGULAR MEETING IS APRIL 23, 2026.**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE VISTA RIDGE METROPOLITAN DISTRICT HELD JANUARY 22, 2026

A regular meeting of the Board of Directors (the “Board”) of the Vista Ridge Metropolitan District (the “District”) was convened on Thursday, January 22, 2026, at 5:30 p.m. at the Vista Ridge Community Center located at 2750 Vista Parkway, Erie, CO 80516. The meeting was open to the public.

ATTENDANCE

Directors In Attendance:

Scott Wood, Assistant Secretary
Todd Sargent, Assistant Secretary
John Z. Ocwieja, Assistant Secretary
William Mathe, Director

Following discussion, upon a motion made by Director Ocwieja, seconded by Director Wood and, upon vote, unanimously carried, the absence of Director Lund was excused.

Also In Attendance:

Alex Simpson and David Rees; Public Alliance, LLC
Jeffrey Erb, Esq.; Erb Law, LLC
Mike Hoefer, Lyle Fair, Tim Oldham and Conor Burgwald; Environmental Designs, LLC

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

The meeting was called to order at 5:39 p.m.

Disclosure of Potential Conflicts of Interest: Annual conflict of interest disclosures were filed with the Secretary of State and deemed delivered to the Board. Attorney Erb requested that the Directors consider whether they had any new conflicts of interest which had not been previously disclosed. There were no additional disclosures made.

ADMINISTRATIVE MATTERS

Agenda: Mr. Simpson reviewed the agenda with the Board.

Following review, upon a motion made by Director Ocwieja, seconded by Director Wood, and, upon vote, unanimously carried, the Board approved the agenda as amended to include additional scopes for tree removal and ash/pine tree treatments by Monarch Tree & Lawn Services for Board consideration.

RECORD OF PROCEEDINGS

Designation of 24-Hour Posting Location: Following discussion, upon motion duly made by Director Ocwieja, seconded by Director Wood, and upon vote unanimously carried, the Board determined that notices of public meetings of the District Board shall be posted at least 24 hours in advance on the District's website at: <https://vistaridgemd.org> or, if posting on the website is unavailable, notice will be posted at the Vista Ridge Community Center located at 2750 Vista Parkway, Erie, CO 80516.

Public Comment: There was no public comment.

CONSENT AGENDA **Consent Agenda:** The Board considered approval of the following items:

- Approve Minutes of the October 23, 2025, Regular Meeting and Annual Meeting and the October 30, 2025 Special Meeting.
- Ratify approval of proposal from Environmental Designs, LLC d/b/a Monarch Tree & Lawn Service for winter watering, in the amount of \$9,486.
- Ratify approval of Change Order No. 48 with Environmental Designs, LLC for stormwater inspections, in the amount of \$1,529.42.
- Ratify approval of Change Order No. 49 with Environmental Designs, LLC for bore at Mountain View & Fairway, in the amount of \$8,658.30.
- Ratify approval of Change Order No. 50 with Environmental Designs, LLC for hand digging at Sunset Main, in the amount of \$7,245.00.
- Ratify approval of Change Order No. 51 with Environmental Designs, LLC for stormwater inspections, in the amount of \$2,294.13.
- Ratify approval of Change Order No. 52 with Environmental Designs, LLC for hand digging at Sunset North Side, in the amount of \$4,180.91.
- Ratify approval of Change Order No. 53 with Environmental Designs, LLC for stormwater inspections, in the amount of \$1,916.50.
- Ratify approval of Change Order No. 54 with Environmental Designs, LLC for hand digging at Sunset South Side, in the amount of \$9,788.18.
- Ratify approval of Change Order No. 55 with Environmental Designs, LLC for hand digging at Sunset Mainline, in the amount of \$5,702.72.
- Ratify approval of Change Order No. 56 with Environmental Designs, LLC for hand digging at Sunset Laterals, in the amount of \$8,543.19.
- Ratify approval of Change Order No. 57 with Environmental Designs, LLC for stormwater inspections, in the amount of \$2,123.42.
- Ratify approval of Change Order No. 58 with Environmental Designs, LLC for hand digging at Sunset Pipe, in the amount of \$7,032.72.
- Ratify approval of Change Order No. 59 with Environmental Designs, LLC for hand digging at Skyline Main Line, in the amount of \$6,283.63.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Ocwieja, seconded by, Director Mathe and, upon vote, unanimously carried, the Board approved all Consent Agenda items.

FINANCIAL MATTERS

Payment of Claims: The Board reviewed the payment of claims.

Following discussion, upon motion made by Director Ocwieja, seconded by Director Mathe and, upon vote, unanimously carried, the Board approved the payment of claims for the period ending January 16, 2026, in the amount of \$2,632,243.02.

Schedule of Cash Position and Property Taxes Reconciliation: The Board reviewed the schedule of cash position for the period ending September 30, 2025, updated as of January 16, 2026, and Property Taxes Reconciliation.

Following discussion, upon motion duly made by Director Ocwieja, seconded by Director Wood and, upon vote, unanimously carried, the Board accepted the schedule of cash position for the period ending September 30, 2025, updated as of January 16, 2026, and Property Taxes Reconciliation.

LEGAL MATTERS

District Snow Removal Liability Mitigation: Mr. Simpson and Attorney Erb discussed with the Board an inquiry regarding District liability related to sidewalk snow removal. No action was taken by the Board.

FRICO Lease with Margaret Webber: Attorney Erb and Director Wood discussed with the Board the proposed FRICO water share lease renewal with Margaret Webber.

Following discussion, upon motion duly made by Director Wood, seconded by Director Ocwieja and, upon vote, unanimously carried, the Board approved the FRICO lease renewal with Margaret Webber.

Town of Erie Items:

Columbine Mine Park Irrigation Agreement: Attorney Erb discussed with the Board a Columbine Mine Park Irrigation Agreement. No action was taken by the Board.

FRICO Water Lease: Attorney Erb discussed with the Board the status of FRICO water share lease with the Town of Erie. No action was taken by the Board.

Transfer of Landscaping Tracts: Attorney Erb discussed with the Board the status of landscaping tracts pending transfer from the Town of Erie to the District. No action was taken by the Board.

RECORD OF PROCEEDINGS

Integrated Water Facilities Common Use Agreement – Updated Agreement with Colorado National Golf Course: The Board deferred discussion at this time.

OPERATIONS AND MAINTENANCE MATTERS

Change Order 47 from Environmental Designs LLC for Ridge View Drive Irrigation: The Board reviewed Change Order 47 from Environmental Designs LLC for Ridge View Drive Irrigation.

Following discussion, upon motion duly made by Director Ocwieja, seconded by Director Sargent and, upon vote, unanimously carried, the Board approved Change Order 47 from Environmental Designs LLC for Ridge View Drive Irrigation, in an amount not to exceed \$316,000.

Town of Erie Traffic Safety: Mr. Simpson and Attorney Erb provided an update to the Board regarding the traffic safety matters within the Town of Erie.

Landscape Maintenance Report:

2025 Fencing Repair Recommendations: Mr. Rees provided an update to the Board regarding the 2025 fencing repair recommendations.

Pond 17 Cleanup: Mr. Rees provided an update to the Board regarding the status of the Pond 17 cleanup.

Monument Repairs: Mr. Rees provided an update to the Board regarding the monument repairs.

Weeds Mitigating Efforts: Mr. Rees provided an update to the Board regarding the weed mitigation efforts.

Winter Tree Watering/Fertilizing Project: Mr. Simpson provided an update to the Board regarding the winter tree watering/fertilizing project.

Rainbird Irrigation Controllers Resale: Mr. Simpson provided an update to the Board regarding the Rainbird Irrigation Controllers Resale.

LED Lights for Monuments: Mr. Simpson provided an update to the Board regarding the installation of new LED lights for monuments.

Proposal from Environmental Designs, LLC d/b/a Monarch Tree & Lawn Service for Winter Tree Watering: The Board reviewed a proposal from Environmental Designs, LLC d/b/a Monarch Tree & Lawn Service for winter tree watering.

Following discussion, upon motion duly made by Director Wood, seconded by Director Mathe and, upon vote, unanimously carried, the Board approved the

RECORD OF PROCEEDINGS

proposal from Environmental Designs, LLC d/b/a Monarch Tree & Lawn Service for winter tree watering, in the amount of \$8,539.

Proposal from Environmental Designs, LLC d/b/a Monarch Tree & Lawn Service for Tree Removal Services: The Board reviewed a proposal from Environmental Designs, LLC d/b/a Monarch Tree & Lawn Service for tree removal services.

Following discussion, upon motion duly made by Director Wood, seconded by Director Mathe and, upon vote, unanimously carried, the Board approved the proposal from Environmental Designs, LLC d/b/a Monarch Tree & Lawn Service for tree removal services, in the amount of \$8,289.20.

Proposal from Environmental Designs, LLC d/b/a Monarch Tree & Lawn Service for IPS Beetle Prevention and Ash Borer Injection Services: The Board reviewed a proposal from Environmental Designs, LLC d/b/a Monarch Tree & Lawn Service for IPS Beetle Prevention and Ash Borer Injection services.

Following discussion, upon motion duly made by Director Wood, seconded by Director Mathe and, upon vote, unanimously carried, the Board approved the proposal from Environmental Designs, LLC d/b/a Monarch Tree & Lawn Service for IPS Beetle Prevention and Ash Borer Injection services, in the amount of \$17,740.

Village Vista Homeowner's Association ("HOA") Irrigation Controller: Mr. Simpson discussed with the Board the Village Vista HOA Irrigation Controller.

Pump House Heater Replacement and Winterization: Mr. Simpson and Mr. Reese provided an update to the Board regarding the pump house heater replacement and winterization.

2026 Town of Erie Development Proposal: The Board deferred discussion at this time.

Construction Update:

Change Order and Proposal Approval Process: Mr. Simpson discussed with the Board the Change Order and proposal approval process.

Reserve HOA Landscape Maintenance: Mr. Simpson discussed with the Board the status of the Reserve HOA landscape maintenance.

Landscaping Project Status Overview: Mr. Rees discussed with the Board the Landscaping Project Status Overview.

RECORD OF PROCEEDINGS

Landscaping Project Budget Overview: Mr. Simpson discussed with the Board the Landscaping Project Budget Overview.

Bed ID and Plant Inventory Project: Mr. Simpson and Mr. Rees discussed with the Board the Bed ID and Plant Inventory Project.

Town of Erie Construction Restoration Strategy: Mr. Simpson discussed with the Board the Town of Erie Construction Restoration Strategy.

Highway 7 & Vista Parkway Redesign & Maintenance Responsibility: Mr. Reese discussed with the Board the Highway 7 & Vista Parkway Redesign & Maintenance responsibility.

OTHER MATTERS

2026 Annual Meeting: The Board entered into discussion regarding scheduling the 2026 Annual Meeting.

Following discussion, upon motion duly made by Director Ocwieja, seconded by Director Sargent and, upon vote, unanimously carried, the Board determined to schedule the Annual Meeting for August 27, 2026, at 5:30 p.m. at the Vista Ridge Community Center located at 2750 Vista Parkway, Erie, CO 80516.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made, seconded and, upon vote, unanimously carried, the Board adjourned the meeting at 7:54 p.m.

Respectfully submitted,

Secretary for the Meeting

AGREEMENT FOR SERVICES

2026 Tree Care

This AGREEMENT FOR SERVICES – 2026 Tree Care (“**Agreement**”) is entered into this 22nd day of January 2026 (the “**Effective Date**”) by and between the VISTA RIDGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District**”) and ENVIRONMENTAL DESIGNS, LLC, a Colorado limited liability company (“**Contractor**”) (collectively, the “**Parties**”).

Recitals

- A. The District was organized pursuant to the laws of the State of Colorado in order to design, construct, acquire, operate and maintain public improvements; and
- B. The District maintains certain street landscaping improvements within its boundaries which require maintenance services;
- C. Contractor provides tree maintenance services (the “**Services**”); and
- D. The District desires to engage Contractor to provide these Services; and
- E. Contractor desires to provide these Services.

NOW THEREFORE, in consideration of the Terms and Conditions set forth herein and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

Terms and Conditions

1. Scope of Services. Contractor shall be responsible for performing those Services as described in the “**Scope of Services**” attached as **Exhibit A** and shall perform such Services using that degree of skill and knowledge customarily employed by other professionals performing the same or similar services in the State of Colorado. Contractor shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services as required by this Agreement.

In addition, this Agreement shall automatically control any additional services, future work orders or change orders related to the Services as agreed between the Parties subsequent to the execution of this Agreement. Any additional terms in any work order or change order not specifically agreed to between the Parties are not a part of this Agreement.

A. Compliance with Emission Reduction Requirements for Lawn and Garden Equipment. Contractor shall comply with restrictions applicable to local governments pursuant to Part A, 5 CCR 1001-33. Contractor shall not use gasoline-powered push or hand-held landscaping equipment with an internal combustion engine smaller than 7 kW (10 horsepower) for Services performed for the District between June 1 and August 31 of any year. Upon

completion of the Services, Contractor shall provide the following information to the District for each contract Term for the purpose of District reporting requirements to the Colorado Air Pollution Control Division:

- i. Contractor's designated contact person name, email, and telephone number;
- ii. A description of services provided, including a list of activities, duration, and frequency; and
- iii. A list of all lawn and garden equipment used in performing the Services.

Contractor shall be liable for reimbursement to the District of any civil penalties imposed due to acts or omissions of Contractor in violation of 5 CCR 1001-33.

2. Term of Agreement. The Term of this Agreement shall begin on the Effective Date of this Agreement and expire on December 31, 2026. This Agreement is not a multiple-fiscal year direct or indirect debt or financial obligation of the District and does not constitute a debt of the District under Colorado law.

3. Compensation. Contractor shall be compensated for the Services at the rates shown in **Exhibit A**. The District has sufficient funds appropriated for the Services to be provided.

4. Method of Payments. Contractor shall submit detailed invoices for Services performed and direct costs presented for reimbursement. Payment for the Services shall be made by the District within 45 days of receipt of approved invoices. Invoices shall be sent to:

Vista Ridge Metropolitan District
Email: vistaridgemd@bill.com

With a copy to:

Public Alliance LLC
Alex@publicalliancecellc.com

5. Time is of the Essence. The Services of Contractor shall be undertaken in such sequence as to efficiently complete them in light of the purposes of this Agreement. However, performance of the Services on the proposed schedule are weather dependent, and in the event of a delay in performance due to weather, Acts of God or other unforeseeable conditions, Contractor shall perform the scheduled Services as soon as practical after resolution of the event of delay.

6. Independent Contractor. Contractor declares itself to be an independent contractor and nothing contained herein shall constitute or designate Contractor as an employee or agent of the District. The District is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, CONTRACTOR ACKNOWLEDGES THERE IS NO**

ENTITLEMENT TO WORKER'S COMPENSATION BENEFITS THROUGH THE DISTRICT, CONTRACTOR ACKNOWLEDGES THERE IS NO ENTITLEMENT TO UNEMPLOYMENT INSURANCE BENEFITS THROUGH THE DISTRICT, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED UNDER THIS AGREEMENT.

7. Contractor's Insurance.

A. Contractor shall acquire and maintain during the term of this Agreement, including any extensions, insurance coverage in the minimum amounts set forth in **Exhibit B** as attached. The District shall be named as an additional insured on Contractor's insurance as required in **Exhibit B**. Any policy obtained to comply with this Section shall provide that the District shall receive 30 days' written notice prior to cancellation or non-renewal.

B. Prior to commencing any work under this Agreement, Contractor shall provide the District with a certificate or certificates evidencing the coverage required by this Section. If the coverage required under this Section expires during the term of this Agreement, Contractor shall provide replacement certificate(s) evidencing the continuation of the required coverage within 10 days of the date of expiration.

8. Licenses and Permits. Contractor shall be responsible for obtaining and paying for all licenses and permits required by Federal, State, and local laws that are necessary for the legal operation of business and the Services.

9. Indemnification/Damages. Contractor is responsible for any damages to the property caused by Contractor and costs of repairs shall be paid by Contractor. Contractor indemnifies, defends and holds harmless the District, its officers, directors, consultants, agents and employees from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages and expenses (including attorney's fees and costs), to the extent that they are caused by or arise from the acts or omissions of Contractor or anyone for whom Contractor is legally liable in connection with this Agreement or Services hereunder. The provisions of this Section shall survive termination of this Agreement.

10. Assignment. Contractor shall not have the right or power to assign or delegate all or any part of this Agreement, or its respective duties, without the written consent of the District. The District may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.

11. Subcontractors. Contractor is solely and fully responsible to the District for the Services under this Agreement. No subcontractors are allowed unless identified in the Scope of Services or otherwise expressly agreed to in writing by the District. All subcontracts shall terminate immediately upon termination of this Agreement.

12. Termination. The District may terminate this Agreement for any reason upon written notice to the Contractor. Contractor may terminate this Agreement for any reason upon 30 days' written notice to the District. The District shall pay Contractor for Services satisfactorily performed prior to the termination date. This Agreement may be terminated at any time by mutual consent of the Parties.

13. Notices. Any notices, demands, or other communications required or permitted to be given in writing hereunder shall be hand delivered, sent by facsimile, sent by First Class Mail, FedEx or UPS, or via e-mail, addressed to the Parties at the addresses set forth below, or at such other address as either party may hereafter designate by written notice to the other party given in accordance herewith.

To the District:

Vista Ridge Metropolitan District
c/o Public Alliance
Attn: Alex Simpson, District Manager
7555 E. Hampden Ave, Suite 501
Denver, CO 80231
Email: Alex@publicalliancellc.com
Tele: 303-276-2585 x2225

With a copy to:

Erb Law, LLC
8480 E. Orchard Road, Suite 3650
Greenwood Village, CO 80111
Email: notices@erblawllc.com
Tele: 303-626-7125

To Contractor:

Environmental Designs, LLC
c/o Monarch Tree Services – Colorado
Attn: Andrew Nordstrom
12511 E 112th Ave
Henderson, CO 80640
Email: andrew.nordstrom@monarchlandscape.com
Tele: 720-671-0779

14. Entire Agreement/Modification. This Agreement, including all Exhibits, constitutes the entire Agreement between the Parties relating to the Services and sets forth the rights, duties, and obligations of each to the other as of the effective date of this Agreement. 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 Contractor and the District.

15. Binding Agreement. This Agreement shall inure to and be binding on the successors and assigns of the Parties hereto.

16. 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 herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

17. Counterparts; Electronic/Facsimile Signatures. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement. This Agreement may be executed using electronic signatures in accordance with Title 24, Article 71.3, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed shall carry the full legal force and effect of any original, handwritten signature. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

18. Compliance With Law. Contractor shall comply with all local, municipal, state, and federal laws, and orders and regulations applicable to Contractor's performance of the Services.

19. Controlling Law/Venue. This Agreement shall be governed by and construed in accordance with the law of the State of Colorado and any disputes shall be heard in the district court for which the District is located.

20. Controlling Terms. In the event of a conflict between these Terms and Conditions and any Exhibits attached, the Terms and Conditions shall control.

21. Authority.

A. Contractor represents and warrants to the District that it is an authorized, existing and qualified entity under the laws of the State of Colorado and is authorized to do business in the State of Colorado, that it has full right and authority to execute and enter into this Agreement and perform its obligations hereunder, and that every person signing on behalf of Contractor is authorized to do so.

B. Contractor understands and acknowledges that all decisions, actions, or commitments made on behalf of the District, including but not limited to entering contracts and authorizing expenditures, must be approved by the District's Board of Directors. Any acts taken without such approval or ratification shall not be binding upon the District.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date set forth herein. 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.

[SIGNATURE PAGES TO FOLLOW]

VISTA RIDGE METROPOLITAN DISTRICT

DocuSigned by:

Michael Lund

Michael Lund, President, Board of Directors

Attest:

Signed by:



Secretary/Assistant Secretary

ENVIRONMENTAL DESIGNS, LLC

Signed by:

Andrew Nordstrom

240075F4112F4FB...

By: Andrew Nordstrom

Title: Arbor Estimator

EXHIBIT A
(Scope of Services)

**Winter Watering Round 2**

Tree Quantity: 684

Treatment Quantity: 684

Proposal Value: \$ 8,539

Tuesday, January 6, 2026

Proposal #: 1208554

Monarch Tree Services - Colorado
A Division of Environmental Designs LLC
12511 E 112th Ave

Brighton, Colorado 80640
Andrew Nordstrom
andrew.nordstrom@monarchlandscape.com
tel: 720-671-0779

Service Address/Location

Vista Ridge
2001 SH-7
J201327
Erie, Colorado 80516
Alex Simpson
alex@publicalliancecellc.com

Service Billing Address

Vista Ridge
2001 SH-7
J201327
Erie, Colorado 80516
Alex Simpson
alex@publicalliancecellc.com

Plant Health Care Treatment Plan

Quantity	Species	Treatment	Timing	Price
14	Apple Species	Deep Root Watering	January, 2026	\$ 214
180	Ash Species	Deep Root Watering	January, 2026	\$ 2,479
13	Blue Spruce	Deep Root Watering	January, 2026	\$ 184
27	Catalpa Species	Deep Root Watering	January, 2026	\$ 413
11	Common Hackberry	Deep Root Watering	January, 2026	\$ 168
36	Greenspire Linden	Deep Root Watering	January, 2026	\$ 551
11	Hackberry Species	Deep Root Watering	January, 2026	\$ 153
8	Hawthorn Species	Deep Root Watering	January, 2026	\$ 122
19	Locust Species	Deep Root Watering	January, 2026	\$ 291
42	Maple Species	Deep Root Watering	January, 2026	\$ 536
24	Oak Species	Deep Root Watering	January, 2026	\$ 367
294	Pine Species	Deep Root Watering	January, 2026	\$ 2,984
5	Spring Snow Crabapple	Deep Root Watering	January, 2026	\$ 77

Total: \$ 8,539

Winter Watering Round 2



Ash Removals
Tree Quantity: 15
Proposal Value: \$8,289.20
January 20, 2026
Proposal #: 1219657



Tree Care Service Address/Location	Tree Care Service Billing Address	Monarch Tree Services - Colorado
Vista Ridge	Vista Ridge	A Division of Environmental Designs LLC
ID#: J201327	ID#: J201327	12511 E 112th Ave
2001 SH-7	2001 SH-7	Brighton, Colorado 80640
Erie, Colorado 80516	Erie, Colorado 80516	Andrew Nordstrom
Alex Simpson	Alex Simpson	andrew.nordstrom@monarchlandscape.com
alex@publicalliancecllc.com	alex@publicalliancecllc.com	tel:720-671-0779

	Species	Qty	Service	Price
	Ash Species	14	Removal and Grind	\$7,590
	Spring Snow Crabapple	1	Removal and Grind	\$230
			Fuel Surcharge	\$78.20
			Waste Disposal	\$391.00
			Total	\$8,289.20

Vista Ridge





Vista Ridge

Ash Removals



January 19, 2026

Fraxinus spp. ID# 54
Ash Species



January 19, 2026

Fraxinus spp. ID# 109
Ash Species



January 19, 2026

Fraxinus spp. ID# 133
Ash Species



Removal and Grind



Removal and Grind



Removal and Grind



Vista Ridge

Ash Removals



January 19, 2026

Fraxinus spp. ID# 134
Ash Species



January 19, 2026

Fraxinus spp. ID# 369
Ash Species



January 19, 2026

Fraxinus spp. ID# 370
Ash Species



Removal and Grind



Removal and Grind



Removal and Grind



Vista Ridge

Ash Removals



January 19, 2026

Fraxinus spp.
Ash Species

ID# 565



January 19, 2026

Fraxinus spp.
Ash Species

ID# 566



January 19, 2026

Fraxinus spp.
Ash Species

ID# 567



Removal and Grind



Removal and Grind



Removal and Grind



EAB Ash and Ips Pine Treatments

Tree Quantity: 465
Treatment Quantity: 465
Proposal Value: \$ 17,740
Tuesday, January 20, 2026
Proposal #: 1219692

Monarch Tree Services - Colorado
A Division of Environmental Designs LLC
12511 E 112th Ave

Brighton, Colorado 80640
Andrew Nordstrom
andrew.nordstrom@monarchlandscape.com
tel: 720-671-0779

Service Address/Location
Vista Ridge
2001 SH-7
J201327
Erie, Colorado 80516
Alex Simpson
alex@publicalliancecellc.com

Service Billing Address
Vista Ridge
2001 SH-7
J201327
Erie, Colorado 80516
Alex Simpson
alex@publicalliancecellc.com

Plant Health Care Treatment Plan

Quantity	Species	Treatment	Timing	Price
172	Ash Species	Ash Borer Injection	March, 2026	\$ 13,860
293	Pine Species	IPS Beetle Prevention	March, 2026	\$ 3,880

Total: \$ 17,740



Tuesday, January 20, 2026
Proposal #: 1219692

Plant Health Care Treatment Definitions

Ash Borer Injection

Inject trucks to prevent and control Emerald Ash Borer

IPS Beetle Prevention

Trunk injection to prevent and control IPS beetle



EAB Ash and Ips Pine Treatments



EXHIBIT B

(Insurance Requirements)

1. **Automobile Liability Insurance.** An Automobile Liability Insurance Policy written on a per-accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and non-owned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

2. **Workers Compensation Insurance.** Workers' compensation insurance in accordance with applicable law, including Employer's Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers' Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

3. **Commercial General Liability Insurance.** Commercial general liability insurance written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.



Landscape Architecture		Construction	Maintenance	Water Management	Snow	Arbor
Golden	Centennial	Brighton	Castle Rock	Colorado Springs		Northern Colorado
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CHANGE ORDER

EDLLC Contact: Nicholas Tobey

Agreement #: 133384

Project Name: Vista Ridge Metro District Landscaping
Project Address: 2750 Vista Pkwy, Erie, CO 80516

Date of Agreement: January 13, 2026

CO60: Stormwater Inspections

THIS CHANGE ORDER dated 1/13/2026 (the "Change Date"), outlines the changes to the Scope of Services in the LANDSCAPE CONSTRUCTION AGREEMENT ("Agreement") by and between Environmental Designs, Inc. (the "Contractor") and Public Alliance (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree to the following changes:

1. CHANGE IN SCOPE OF WORK

A. The Client and the Contractor agree to the changes to the work as described more particularly on the Change in Scope attachment (the "Change in Scope") identified as Exhibit A.

2. CHANGE IN TIME OF COMPLETION

A. The Change to the Work as detailed herein shall change the days allowed as outlined in the "Agreement" along with any other "Change Orders" by 2 business days, Subject to delay due to inclement weather or any other conditions outside of the direct control of the Contractor (each a "Force Majeure Event" and collectively "Force Majeure Events"). Delays due to Force Majeure Events may cause additional price increases to be incurred.

3. GENERAL PROVISIONS

A. All other Terms and Conditions of the Agreement between the Client and the Contractor shall remain in full force.

4. PRICE AND TERMS

A. The Client and the Contractor agree that the final price for the Work shall be \$1,529.42

B. Any delay in executing this Change Order may result in a delay in the Work and credit will be given to the Contractor to adequately compensate for delay.

C. In the event that the Client's original Agreement for this project has Progress Payment Terms, then this Change Order will be invoiced with future progress on the project, otherwise the Client may be invoiced a 50% deposit on this Change Order.

D. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

E. This Change Order does not change the terms of the Final Payment as outlined in the original Agreement.

5. ACCEPTANCE

The Pricing on this Change Order is only valid for three (3) days from the date of this agreement unless otherwise accepted by both parties.

By evidence of signatures below all Parties agree to the changes as outlined herein.

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113

Public Alliance
2750 Vista Pkwy
Erie, CO 80516

Contractor Signature _____ Date _____

Client Signature _____ Date _____

Printed Name _____

Printed Name _____

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EXHIBIT A
Change in Scope (the "Change")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement will change as follows:

CO60: Stormwater Inspections

Description	Quantity	Unit	Unit Price	Price
Stormwater Inspection 12/9/25	1.00	EA	764.71	764.71
Stormwater Inspection 12/23/25	1.00	EA	764.71	764.71
Group Total				\$1,529.42

CHANGE ORDER

Vista Ridge Metropolitan District Landscape and Irrigation Improvements

Change Order Nos.: 60

Change Order Date: 01/13/2026

CONTRACTOR:

It is hereby mutually agreed that when this Change Order has been signed by the contracting parties, the following described changes shall be executed by Contractor without changing the terms of the Agreement, except as set forth herein. Owner represents that monies appropriated for the improvements are equal to or in excess of the agreement price including this Change Order.

Description of change (use attachment if necessary) made to the Agreement:

CO60: Stormwater Inspections

This Change Order is full and complete, and only compensation of Agreement Time and Agreement Price will be provided for this change. Contractor also agrees to furnish all materials and labor and to perform all Work required to complete the above-described changes in accordance with the requirements for similar Work covered by the Agreement, except as otherwise stipulated herein, for the following considerations:

<u>CHANGE TO AGREEMENT PRICE</u>	
Original Agreement Price	\$6,114,678.20
Change to Agreement Price due to this Change Order	\$1,529.42
New Agreement Price including this Change Order	\$6,432,665.79
<u>CHANGE TO AGREEMENT TIME</u>	
Current Agreement Completion Date	October 2025
Change to Agreement Completion Date due to this Change Order	
New Agreement Completion Date	July 2026

ENVIRONMENTAL DESIGNS, INC.

VISTA RIDGE METROPOLITAN
DISTRICT

Name: Rachael Shuler

Name:

Title: Construction Coordinator

Title:

CHANGE ORDER

Vista Ridge Metropolitan District Landscape and Irrigation Improvements

Change Order Nos.: 61

Change Order Date: 01/22/2026

CONTRACTOR:

It is hereby mutually agreed that when this Change Order has been signed by the contracting parties, the following described changes shall be executed by Contractor without changing the terms of the Agreement, except as set forth herein. Owner represents that monies appropriated for the improvements are equal to or in excess of the agreement price including this Change Order.

Description of change (use attachment if necessary) made to the Agreement:

CO61: Hand Digging Skyline Mainline

This Change Order is full and complete, and only compensation of Agreement Time and Agreement Price will be provided for this change. Contractor also agrees to furnish all materials and labor and to perform all Work required to complete the above-described changes in accordance with the requirements for similar Work covered by the Agreement, except as otherwise stipulated herein, for the following considerations:

<u>CHANGE TO AGREEMENT PRICE</u>	
Original Agreement Price	\$6,114,678.20
Change to Agreement Price due to this Change Order	\$9,125.00
New Agreement Price including this Change Order	\$6,123,803.20
<u>CHANGE TO AGREEMENT TIME</u>	
Current Agreement Completion Date	October 2025
Change to Agreement Completion Date due to this Change Order	
New Agreement Completion Date	July 2026

ENVIRONMENTAL DESIGNS, INC.

VISTA RIDGE METROPOLITAN
DISTRICT

Name: Rachael Shuler

Name:

Title: Construction Coordinator

Title:



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CHANGE ORDER

EDLLC Contact: Nicholas Tobey

Agreement #: 133598

Project Name: Vista Ridge Metro District Landscaping
Project Address: 2750 Vista Pkwy, Erie, CO 80516

Date of Agreement: January 22, 2026

CO61: Hand Digging Skyline Mainline

THIS CHANGE ORDER dated 1/22/2026 (the "Change Date"), outlines the changes to the Scope of Services in the LANDSCAPE CONSTRUCTION AGREEMENT ("Agreement") by and between Environmental Designs, Inc. (the "Contractor") and Public Alliance (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree to the following changes:

1. CHANGE IN SCOPE OF WORK

A. The Client and the Contractor agree to the changes to the work as described more particularly on the Change in Scope attachment (the "Change in Scope") identified as Exhibit A.

2. CHANGE IN TIME OF COMPLETION

A. The Change to the Work as detailed herein shall change the days allowed as outlined in the "Agreement" along with any other "Change Orders" by 9 business days, Subject to delay due to inclement weather or any other conditions outside of the direct control of the Contractor (each a "Force Majeure Event" and collectively "Force Majeure Events"). Delays due to Force Majeure Events may cause additional price increases to be incurred.

3. GENERAL PROVISIONS

A. All other Terms and Conditions of the Agreement between the Client and the Contractor shall remain in full force.

4. PRICE AND TERMS

A. The Client and the Contractor agree that the final price for the Work shall be \$9,125.00

B. Any delay in executing this Change Order may result in a delay in the Work and credit will be given to the Contractor to adequately compensate for delay.

C. In the event that the Client's original Agreement for this project has Progress Payment Terms, then this Change Order will be invoiced with future progress on the project, otherwise the Client may be invoiced a 50% deposit on this Change Order.

D. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

E. This Change Order does not change the terms of the Final Payment as outlined in the original Agreement.

5. ACCEPTANCE

The Pricing on this Change Order is only valid for three (3) days from the date of this agreement unless otherwise accepted by both parties.

By evidence of signatures below all Parties agree to the changes as outlined herein.

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113

Public Alliance
2750 Vista Pkwy
Erie, CO 80516

Contractor Signature _____ Date _____

Client Signature _____ Date _____

Printed Name _____

Printed Name _____

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EXHIBIT A

Change in Scope (the "Change")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement will change as follows:

CO61: Hand Digging Skyline Mainline

Description	Quantity	Unit	Unit Price	Price
Digging By Hand along Utilities	175.00	HR	60.45	10,579.55
Trenching Credit	-10.00	HR	145.45	-1,454.55
Group Total				\$9,125.00

CHANGE ORDER

Vista Ridge Metropolitan District Landscape and Irrigation Improvements

Change Order Nos.: 62

Change Order Date: 01/22/2026

CONTRACTOR:

It is hereby mutually agreed that when this Change Order has been signed by the contracting parties, the following described changes shall be executed by Contractor without changing the terms of the Agreement, except as set forth herein. Owner represents that monies appropriated for the improvements are equal to or in excess of the agreement price including this Change Order.

Description of change (use attachment if necessary) made to the Agreement:

CO62: Boring at Skyline and Norfolk

This Change Order is full and complete, and only compensation of Agreement Time and Agreement Price will be provided for this change. Contractor also agrees to furnish all materials and labor and to perform all Work required to complete the above-described changes in accordance with the requirements for similar Work covered by the Agreement, except as otherwise stipulated herein, for the following considerations:

<u>CHANGE TO AGREEMENT PRICE</u>	
Original Agreement Price	\$6,114,678.20
Change to Agreement Price due to this Change Order	\$27,670.65
New Agreement Price including this Change Order	\$6,142,349.15
<u>CHANGE TO AGREEMENT TIME</u>	
Current Agreement Completion Date	October 2025
Change to Agreement Completion Date due to this Change Order	
New Agreement Completion Date	July 2026

ENVIRONMENTAL DESIGNS, INC.

VISTA RIDGE METROPOLITAN
DISTRICT

Name: Rachael Shuler

Name:

Title: Construction Coordinator

Title:



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CHANGE ORDER

EDLLC Contact: Nicholas Tobey

Agreement #: 133599

Project Name: Vista Ridge Metro District Landscaping
Project Address: 509 Heron St., Brighton, CO 80014

Date of Agreement: January 22, 2026

CO62: Boring at Skyline and Norfolk

THIS CHANGE ORDER dated 1/22/2026 (the "Change Date"), outlines the changes to the Scope of Services in the LANDSCAPE CONSTRUCTION AGREEMENT ("Agreement") by and between Environmental Designs, Inc. (the "Contractor") and Public Alliance (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree to the following changes:

1. CHANGE IN SCOPE OF WORK

A. The Client and the Contractor agree to the changes to the work as described more particularly on the Change in Scope attachment (the "Change in Scope") identified as Exhibit A.

2. CHANGE IN TIME OF COMPLETION

A. The Change to the Work as detailed herein shall change the days allowed as outlined in the "Agreement" along with any other "Change Orders" by 2 business days, Subject to delay due to inclement weather or any other conditions outside of the direct control of the Contractor (each a "Force Majeure Event" and collectively "Force Majeure Events"). Delays due to Force Majeure Events may cause additional price increases to be incurred.

3. GENERAL PROVISIONS

A. All other Terms and Conditions of the Agreement between the Client and the Contractor shall remain in full force.

4. PRICE AND TERMS

A. The Client and the Contractor agree that the final price for the Work shall be \$27,670.65

B. Any delay in executing this Change Order may result in a delay in the Work and credit will be given to the Contractor to adequately compensate for delay.

C. In the event that the Client's original Agreement for this project has Progress Payment Terms, then this Change Order will be invoiced with future progress on the project, otherwise the Client may be invoiced a 50% deposit on this Change Order.

D. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

E. This Change Order does not change the terms of the Final Payment as outlined in the original Agreement.

5. ACCEPTANCE

The Pricing on this Change Order is only valid for three (3) days from the date of this agreement unless otherwise accepted by both parties.

By evidence of signatures below all Parties agree to the changes as outlined herein.

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113

Public Alliance
2750 Vista Pkwy
Erie, CO 80516

Contractor Signature _____ Date _____

Client Signature _____ Date _____

Printed Name _____

Printed Name _____

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EXHIBIT A
Change in Scope (the "Change")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement will change as follows:

CO62: Boring at Skyline and Norfolk

Description	Quantity	Unit	Unit Price	Price
CO62: Boring at Skyline and Norfolk	1.00	EA	27,670.65	27,670.65
Group Total				\$27,670.65

CHANGE ORDER

Vista Ridge Metropolitan District Landscape and Irrigation Improvements

Change Order Nos.: 63

Change Order Date: 02/05/2026

CONTRACTOR:

It is hereby mutually agreed that when this Change Order has been signed by the contracting parties, the following described changes shall be executed by Contractor without changing the terms of the Agreement, except as set forth herein. Owner represents that monies appropriated for the improvements are equal to or in excess of the agreement price including this Change Order.

Description of change (use attachment if necessary) made to the Agreement:

CO63: Hand Digging Skyline Mainline

This Change Order is full and complete, and only compensation of Agreement Time and Agreement Price will be provided for this change. Contractor also agrees to furnish all materials and labor and to perform all Work required to complete the above-described changes in accordance with the requirements for similar Work covered by the Agreement, except as otherwise stipulated herein, for the following considerations:

<u>CHANGE TO AGREEMENT PRICE</u>	
Original Agreement Price	\$6,114,678.20
Change to Agreement Price due to this Change Order	\$8,436.37
New Agreement Price including this Change Order	\$6,123,114.57
<u>CHANGE TO AGREEMENT TIME</u>	
Current Agreement Completion Date	October 2025
Change to Agreement Completion Date due to this Change Order	
New Agreement Completion Date	July 2026

ENVIRONMENTAL DESIGNS, INC.

VISTA RIDGE METROPOLITAN
DISTRICT

Name: Rachael Shuler

Name:

Title: Construction Coordinator

Title:



Landscape Architecture		Construction	Maintenance	Water Management	Snow	Arbor
Golden	Centennial	Brighton	Castle Rock	Colorado Springs		Northern Colorado
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CHANGE ORDER

EDLLC Contact: Nicholas Tobey

Agreement #: 133991

Project Name: Vista Ridge Metro District Landscaping
Project Address: 2750 Vista Pkwy, Erie, CO 80516

Date of Agreement: February 5, 2026

CO63: Hand Digging Skyline Mainline

THIS CHANGE ORDER dated 2/5/2026 (the "Change Date"), outlines the changes to the Scope of Services in the LANDSCAPE CONSTRUCTION AGREEMENT ("Agreement") by and between Environmental Designs, Inc. (the "Contractor") and Public Alliance (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree to the following changes:

1. CHANGE IN SCOPE OF WORK

A. The Client and the Contractor agree to the changes to the work as described more particularly on the Change in Scope attachment (the "Change in Scope") identified as Exhibit A.

2. CHANGE IN TIME OF COMPLETION

A. The Change to the Work as detailed herein shall change the days allowed as outlined in the "Agreement" along with any other "Change Orders" by 8 business days, Subject to delay due to inclement weather or any other conditions outside of the direct control of the Contractor (each a "Force Majeure Event" and collectively "Force Majeure Events"). Delays due to Force Majeure Events may cause additional price increases to be incurred.

3. GENERAL PROVISIONS

A. All other Terms and Conditions of the Agreement between the Client and the Contractor shall remain in full force.

4. PRICE AND TERMS

A. The Client and the Contractor agree that the final price for the Work shall be \$8,436.37

B. Any delay in executing this Change Order may result in a delay in the Work and credit will be given to the Contractor to adequately compensate for delay.

C. In the event that the Client's original Agreement for this project has Progress Payment Terms, then this Change Order will be invoiced with future progress on the project, otherwise the Client may be invoiced a 50% deposit on this Change Order.

D. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

E. This Change Order does not change the terms of the Final Payment as outlined in the original Agreement.

5. ACCEPTANCE

The Pricing on this Change Order is only valid for three (3) days from the date of this agreement unless otherwise accepted by both parties.

By evidence of signatures below all Parties agree to the changes as outlined herein.

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113

Public Alliance
2750 Vista Pkwy
Erie, CO 80516

Contractor Signature _____ Date _____

Client Signature _____ Date _____

Printed Name _____

Printed Name _____

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EXHIBIT A
Change in Scope (the "Change")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement will change as follows:

CO63: Hand Digging Skyline Mainline

Description	Quantity	Unit	Unit Price	Price
Digging By Hand along Utilities	160.00	HR	60.45	9,672.73
Trenching Credit	-8.50	HR	145.45	-1,236.36
Group Total				\$8,436.37

CHANGE ORDER

Vista Ridge Metropolitan District Landscape and Irrigation Improvements

Change Order Nos.: 64

Change Order Date: 02/05/2026

CONTRACTOR:

It is hereby mutually agreed that when this Change Order has been signed by the contracting parties, the following described changes shall be executed by Contractor without changing the terms of the Agreement, except as set forth herein. Owner represents that monies appropriated for the improvements are equal to or in excess of the agreement price including this Change Order.

Description of change (use attachment if necessary) made to the Agreement:

CO64: Stormwater Along Skyline

This Change Order is full and complete, and only compensation of Agreement Time and Agreement Price will be provided for this change. Contractor also agrees to furnish all materials and labor and to perform all Work required to complete the above-described changes in accordance with the requirements for similar Work covered by the Agreement, except as otherwise stipulated herein, for the following considerations:

<u>CHANGE TO AGREEMENT PRICE</u>	
Original Agreement Price	\$6,114,678.20
Change to Agreement Price due to this Change Order	\$5,332.31
New Agreement Price including this Change Order	\$6,120,010.51
<u>CHANGE TO AGREEMENT TIME</u>	
Current Agreement Completion Date	October 2025
Change to Agreement Completion Date due to this Change Order	
New Agreement Completion Date	July 2026

ENVIRONMENTAL DESIGNS, INC.

VISTA RIDGE METROPOLITAN
DISTRICT

Name: Rachael Shuler

Name:

Title: Construction Coordinator

Title:



Landscape Architecture		Construction	Maintenance	Water Management	Snow	Arbor
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CHANGE ORDER

EDLLC Contact: Nicholas Tobey

Agreement #: 133992

Project Name: Vista Ridge Metro District Landscaping
Project Address: 2750 Vista Pkwy, Erie, CO 80516

Date of Agreement: February 5, 2026

CO64: Stormwater Along Skyline

THIS CHANGE ORDER dated 2/5/2026 (the "Change Date"), outlines the changes to the Scope of Services in the LANDSCAPE CONSTRUCTION AGREEMENT ("Agreement") by and between Environmental Designs, Inc. (the "Contractor") and Public Alliance (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree to the following changes:

1. CHANGE IN SCOPE OF WORK

A. The Client and the Contractor agree to the changes to the work as described more particularly on the Change in Scope attachment (the "Change in Scope") identified as Exhibit A.

2. CHANGE IN TIME OF COMPLETION

A. The Change to the Work as detailed herein shall change the days allowed as outlined in the "Agreement" along with any other "Change Orders" by 2 business days, Subject to delay due to inclement weather or any other conditions outside of the direct control of the Contractor (each a "Force Majeure Event" and collectively "Force Majeure Events"). Delays due to Force Majeure Events may cause additional price increases to be incurred.

3. GENERAL PROVISIONS

A. All other Terms and Conditions of the Agreement between the Client and the Contractor shall remain in full force.

4. PRICE AND TERMS

A. The Client and the Contractor agree that the final price for the Work shall be \$5,332.31

B. Any delay in executing this Change Order may result in a delay in the Work and credit will be given to the Contractor to adequately compensate for delay.

C. In the event that the Client's original Agreement for this project has Progress Payment Terms, then this Change Order will be invoiced with future progress on the project, otherwise the Client may be invoiced a 50% deposit on this Change Order.

D. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

E. This Change Order does not change the terms of the Final Payment as outlined in the original Agreement.

5. ACCEPTANCE

The Pricing on this Change Order is only valid for three (3) days from the date of this agreement unless otherwise accepted by both parties.

By evidence of signatures below all Parties agree to the changes as outlined herein.

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113

Public Alliance
2750 Vista Pkwy
Erie, CO 80516

Contractor Signature _____ Date _____

Client Signature _____ Date _____

Printed Name _____

Printed Name _____

Award-Winning Landscape Architecture, Construction, & Maintenance since 1989

📞 303.287.9113 Main 📞 970.237.6225 Northern Colorado 📍 12511 East 112th Avenue, Brighton, CO 80640 🌐 environmentaldesigns.com

EXHIBIT A
Change in Scope (the "Change")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement will change as follows:

CO64: Stormwater Along Skyline

Description	Quantity	Unit	Unit Price	Price
Straw Wattle 9"x25'	1.00	EA	5,000.49	5,000.49
Wooden Stake for wattles (142)	1.00	EA	331.82	331.82
Group Total				\$5,332.31

CHANGE ORDER

Vista Ridge Metropolitan District Landscape and Irrigation Improvements

Change Order Nos.: 66

Change Order Date: 02/17/2026

CONTRACTOR:

It is hereby mutually agreed that when this Change Order has been signed by the contracting parties, the following described changes shall be executed by Contractor without changing the terms of the Agreement, except as set forth herein. Owner represents that monies appropriated for the improvements are equal to or in excess of the agreement price including this Change Order.

Description of change (use attachment if necessary) made to the Agreement:

CO66: Stormwater Inspections

This Change Order is full and complete, and only compensation of Agreement Time and Agreement Price will be provided for this change. Contractor also agrees to furnish all materials and labor and to perform all Work required to complete the above-described changes in accordance with the requirements for similar Work covered by the Agreement, except as otherwise stipulated herein, for the following considerations:

<u>CHANGE TO AGREEMENT PRICE</u>	
Original Agreement Price	\$6,114,678.20
Change to Agreement Price due to this Change Order	\$1,529.42
New Agreement Price including this Change Order	\$6,116,207.62
<u>CHANGE TO AGREEMENT TIME</u>	
Current Agreement Completion Date	October 2025
Change to Agreement Completion Date due to this Change Order	
New Agreement Completion Date	July 2026

ENVIRONMENTAL DESIGNS, INC.

VISTA RIDGE METROPOLITAN
DISTRICT

Name: Rachael Shuler

Name:

Title: Construction Coordinator

Title:



Landscape Architecture		Construction	Maintenance	Water Management	Snow	Arbor
Golden	Centennial	Brighton	Castle Rock	Colorado Springs		Northern Colorado
303.432.8282	720.587.2520	303.287.9113	303.814.6070	719.867.1004		970.237.6225
www.environmentaldesigns.com						

CHANGE ORDER

EDLLC Contact: Nicholas Tobey

Agreement #: 134384

Project Name: Vista Ridge Metro District Landscaping
Project Address: 2750 Vista Pkwy, Erie, CO 80516

Date of Agreement: February 17, 2026

CO66: Stormwater Inspections

THIS CHANGE ORDER dated 2/17/2026 (the "Change Date"), outlines the changes to the Scope of Services in the LANDSCAPE CONSTRUCTION AGREEMENT ("Agreement") by and between Environmental Designs, Inc. (the "Contractor") and Public Alliance (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree to the following changes:

1. CHANGE IN SCOPE OF WORK

A. The Client and the Contractor agree to the changes to the work as described more particularly on the Change in Scope attachment (the "Change in Scope") identified as Exhibit A.

2. CHANGE IN TIME OF COMPLETION

A. The Change to the Work as detailed herein shall change the days allowed as outlined in the "Agreement" along with any other "Change Orders" by 2 business days, Subject to delay due to inclement weather or any other conditions outside of the direct control of the Contractor (each a "Force Majeure Event" and collectively "Force Majeure Events"). Delays due to Force Majeure Events may cause additional price increases to be incurred.

3. GENERAL PROVISIONS

A. All other Terms and Conditions of the Agreement between the Client and the Contractor shall remain in full force.

4. PRICE AND TERMS

A. The Client and the Contractor agree that the final price for the Work shall be \$1,529.42

B. Any delay in executing this Change Order may result in a delay in the Work and credit will be given to the Contractor to adequately compensate for delay.

C. In the event that the Client's original Agreement for this project has Progress Payment Terms, then this Change Order will be invoiced with future progress on the project, otherwise the Client may be invoiced a 50% deposit on this Change Order.

D. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

E. This Change Order does not change the terms of the Final Payment as outlined in the original Agreement.

5. ACCEPTANCE

The Pricing on this Change Order is only valid for three (3) days from the date of this agreement unless otherwise accepted by both parties.

By evidence of signatures below all Parties agree to the changes as outlined herein.

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113

Public Alliance
2750 Vista Pkwy
Erie, CO 80516

Contractor Signature _____ Date _____

Client Signature _____ Date _____

Printed Name _____

Printed Name _____

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EXHIBIT A
Change in Scope (the "Change")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement will change as follows:

CO66: Stormwater Inspections

Description	Quantity	Unit	Unit Price	Price
Stormwater Inspection 01/21/26	1.00	EA	764.71	764.71
Stormwater Inspection 01/07/26	1.00	EA	764.71	764.71
Group Total				\$1,529.42

CHANGE ORDER

Vista Ridge Metropolitan District Landscape and Irrigation Improvements

Change Order Nos.: 67

Change Order Date: 02/17/2026

CONTRACTOR:

It is hereby mutually agreed that when this Change Order has been signed by the contracting parties, the following described changes shall be executed by Contractor without changing the terms of the Agreement, except as set forth herein. Owner represents that monies appropriated for the improvements are equal to or in excess of the agreement price including this Change Order.

Description of change (use attachment if necessary) made to the Agreement:

CO67: Boring at Skyline Golf Trail

This Change Order is full and complete, and only compensation of Agreement Time and Agreement Price will be provided for this change. Contractor also agrees to furnish all materials and labor and to perform all Work required to complete the above-described changes in accordance with the requirements for similar Work covered by the Agreement, except as otherwise stipulated herein, for the following considerations:

<u>CHANGE TO AGREEMENT PRICE</u>	
Original Agreement Price	\$6,114,678.20
Change to Agreement Price due to this Change Order	\$22,649.90
New Agreement Price including this Change Order	\$6,137,328.10
<u>CHANGE TO AGREEMENT TIME</u>	
Current Agreement Completion Date	October 2025
Change to Agreement Completion Date due to this Change Order	
New Agreement Completion Date	July 2026

ENVIRONMENTAL DESIGNS, INC.

VISTA RIDGE METROPOLITAN
DISTRICT

Name: Rachael Shuler

Name:

Title: Construction Coordinator

Title: