

# BELLEVUE PLACE METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 • 800-741-3254

Fax: 303-987-2032

<https://bellevueplacemd.colorado.gov/>

## NOTICE OF REGULAR MEETING AND AGENDA

| <u>Board of Directors:</u> | <u>Office:</u> | <u>Term/Expiration:</u> |
|----------------------------|----------------|-------------------------|
| Cynthia Myers              | President      | 2027/May 2027           |
| Brian Mulqueen             | Treasurer      | 2025/May 2025           |
| <b>VACANT</b>              |                | 2027/May 2027           |
| <b>VACANT</b>              |                | 2025/May 2025           |
| <b>VACANT</b>              |                | 2025/May 2025           |

DATE: May 17, 2023

TIME: 6:00 P.M.

**LOCATION:** VIA ZOOM

*Please email Peggy Ripko if there are any issues (pripko@sdmsi.com).*

Join Zoom Meeting

<https://us02web.zoom.us/j/7601691090?pwd=R3B3cjMwdG5XeHlVNENwNU5MdDRDZz09>

Meeting ID: 760 169 1090

Passcode: 488323

Dial in: 1-253-215-8782

### I. ADMINISTRATIVE MATTERS

- A. Confirm Quorum. Present Disclosures of Potential Conflicts of Interest.  
\_\_\_\_\_
- B. Approve Agenda; confirm location of the meeting, posting of meeting notice, and designate 24-hour posting location.  
\_\_\_\_\_
- C. Discuss results of May 2, 2023 Regular Election (enclosure).  
\_\_\_\_\_
- D. Discuss vacancies on the Board.  
\_\_\_\_\_

E. Consider appointment of officers:

President: \_\_\_\_\_  
Treasurer: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Assistant Secretary \_\_\_\_\_  
Assistant Secretary: \_\_\_\_\_

F. Review and consider approval of November 14, 2022 Special Meeting Minutes (enclosure).

\_\_\_\_\_

II. PUBLIC COMMENT

A. \_\_\_\_\_

III. FINANCIAL MATTERS

A. Review and ratify approval of the payment of claims for the period beginning \_\_\_\_\_ 2022 through \_\_\_\_\_, 2023, in the amount of \$\_\_\_\_\_ (to be distributed).

\_\_\_\_\_

B. Review and accept unaudited financial statements through the period ending \_\_\_\_\_, 2022 (to be distributed).

\_\_\_\_\_

C. Discuss status of 2022 Audit.

\_\_\_\_\_

IV. LEGAL MATTERS

A. \_\_\_\_\_

V. COVENANT ENFORCEMENT / DESIGN REVIEW

A. Update regarding covenant enforcement.

\_\_\_\_\_

VI. OPERATION MATTERS

A. Review proposal for dog station maintenance from Pet Scoop, Inc. and authorize preparation of a Service Agreement for said services (enclosure).

\_\_\_\_\_

- B. Review proposal for re-striping from HARTCO, Inc., d/b/a CAM Services and authorize preparation of a Service Agreement for said services (enclosure).
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- C. Ratify approval of Task Order No. 2 to the Master Service Agreement for Landscaping Services between the District and Consolidated Divisions Inc. d/b/a CDI Environmental Contractor for 2023 Landscaping Services (to be distributed).
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- D. Discuss status of operations and maintenance map.
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VII. OTHER MATTERS

- A. \_\_\_\_\_

VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR AUGUST 16, 2023.**

**RESOLUTION OF DESIGNATED ELECTION OFFICIAL  
REGARDING CANCELLATION OF ELECTION AND  
DECLARATION DEEMING CANDIDATES ELECTED**

BELLEVIEW PLACE METROPOLITAN DISTRICT  
Arapahoe County, Colorado

A. The Designated Election Official of the Belleview Place Metropolitan District (“**District**”) has been duly authorized by the Board of Directors of the District to cancel the election and declare candidates elected at the close of business on the sixty-third (63<sup>rd</sup>) day before the election to be conducted on May 2, 2023, pursuant to that certain Resolution Calling Election attached hereto as **Exhibit A**.

B. On the sixty-third (63<sup>rd</sup>) day before the election, there were not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates.

NOW, THEREFORE, be it resolved by the Designated Election Official of the District that:

1. The regular election to be conducted on May 2, 2023, is hereby cancelled pursuant to Section 1-13.5-513, C.R.S.

2. The following candidates are declared elected for the following terms of office:

| <u>Name</u>   | <u>Term</u>                       |
|---------------|-----------------------------------|
| VACANT        | Next Regular Election, May 2025   |
| VACANT        | Next Regular Election, May 2025   |
| VACANT        | Next Regular Election, May 2025   |
| Cynthia Myers | Second Regular Election, May 2027 |

DATED this 1st day of March, 2023.

BELLEVIEW PLACE METROPOLITAN  
DISTRICT

By: \_\_\_\_\_



Peggy Ripko, Designated Election Official  
Belleview Place Metropolitan District  
141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228  
Phone: (303) 987-0835

## **EXHIBIT A**

### Resolution Calling Election

**RESOLUTION NO. 2022-11-06**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
BELLEVUE PLACE METROPOLITAN DISTRICT  
CALLING A REGULAR ELECTION FOR DIRECTORS  
MAY 2, 2023**

A. The term of the office of Director Myers shall expire upon the election of her successor at the regular election, to be held on May 2, 2023 ("**Election**"), and upon such successor taking office.

B. Three (3) vacancies currently exist on the Board of Directors of the District.

C. In accordance with the provisions of the Special District Act ("**Act**") and the Uniform Election Code ("**Code**"), the Election must be conducted to elect two (2) Directors to serve until the next regular election, to occur May 6, 2025, and two (2) Directors to serve until the second regular election, to occur May 4, 2027.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Bellevue Place Metropolitan District (the "**District**") of the City of Aurora, County of Arapahoe, Colorado:

1. Date and Time of Election. The Election shall be held on May 2, 2023, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At that time, two (2) Directors shall be elected to serve until the next regular election, to occur May 6, 2025, and two (2) Directors shall be elected to serve until the second regular election, to occur May 4, 2027.

2. Precinct. The District shall consist of one (1) election precinct for the convenience of the eligible electors of the District.

3. Conduct of Election. The Election shall be conducted as an independent mail ballot election in accordance with all relevant provisions of the Code. The Designated Election Official shall have on file, no later than fifty-five (55) days prior to the Election, a plan for conducting the independent mail ballot Election.

4. Designated Election Official. Peggy Ripko shall be the Designated Election Official and is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Act, Code or other applicable laws. The Election shall be conducted in accordance with the Act, Code and other applicable laws. Among other matters, the Designated Election Official shall appoint election judges as necessary, arrange for the required notices of election (either by mail or publication) and printing of ballots, and direct that all other appropriate actions be accomplished.

5. Call for Nominations. The Designated Election Official shall provide Call for Nominations as required under Section 1-13.5-501, C.R.S., as applicable.



6. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with Peggy Ripko, the Designated Election Official of the District, c/o Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, between the hours of 8:00 a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 25, 2023).

7. Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from Peggy Ripko, the Designated Election Official for the District, c/o Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, (303) 987-0835 and on the District's website at <https://bellevueplacemd.colorado.gov>.

8. Cancellation of Election. If the only matter before the electors is the election of Directors of the District and if, at 5:00 P.M. on February 28, 2023, the sixty-third day prior to the regular election, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with law.

9. Severability. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board of Director's intention that the various provisions hereof are severable.

10. Repealer. All acts, orders and resolutions, or parts thereof, of the Board of Directors which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

11. Effective Date. The provisions of this Resolution shall take effect as of the date adopted and approved by the Board of Directors of the District.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO RESOLUTION  
CALLING A REGULAR ELECTION FOR DIRECTORS  
MAY 2, 2023]**

RESOLUTION APPROVED AND ADOPTED on November 14, 2022.

**BELLEVUE PLACE METROPOLITAN  
DISTRICT**

By:   
President

Attest:

  
Secretary



## RECORD OF PROCEEDINGS

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### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE BELLEVIEW PLACE METROPOLITAN DISTRICT (THE “DISTRICT”) HELD NOVEMBER 14, 2022

A special meeting of the Board of Directors of the Belleview Place Metropolitan District (referred to hereafter as the “Board”) was convened on Monday, November 14, 2022, at 10:00 a.m. This District Board meeting was held via Zoom. The meeting was open to the public via Zoom.

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**Directors in Attendance Were:**

Brian Mulqueen  
Cynthia Myers

**Also, In Attendance Were:**

Peggy Ripko; Special District Management Services, Inc. (“SDMS”)

Elisabeth A. Cortese, Esq. and Emily Murphy, Esq.; McGeady Becher P.C.

Diane Wheeler; Simmons & Wheeler, P.C.

Brenda Owings; Century Communities

Brittany Horstman; Moeller Graf, P.C.

Donna and Jeff Goldberg, Alexander Rosenthal, and Shadee Ardalan; Residents

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**DISCLOSURE OF  
POTENTIAL  
CONFLICTS OF  
INTEREST**

Ms. Ripko noted a quorum was present and discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted by Attorney Cortese that disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors.

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## RECORD OF PROCEEDINGS

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### **ADMINISTRATIVE MATTERS**

**Agenda:** Ms. Ripko reviewed with the Board a proposed Agenda for the District's Special Meeting.

Following discussion, upon motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board approved the Agenda, as amended.

**Meeting Location:** The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting.

Following discussion, upon motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board determined to conduct this meeting by teleconference and encouraged public participation via Zoom. The Board further noted that notice of the teleconference via Zoom was duly posted and that it had not received any objections to the format of the meeting or any requests that the meeting format be changed by taxpaying electors within the District's boundaries.

**24-Hour Posting Location:** Following discussion, the Board designated the location for posting of 24-hour meeting notices as the District's website (<https://bellevueplacemd.colorado.gov>), or, if the website is unavailable, on a light pole at the southeast corner of East Bellevue Avenue and East Bellevue Drive, Aurora, Colorado.

**Results of May 3, 2022 Regular Election:** Ms. Ripko discussed with the Board the results of the May 3, 2022 Regular Election for Directors ("Election"). It was noted the Election had been cancelled, as allowed under the statute, as there were not more candidates than seats available. Eric Dome and Brian Mulqueen were deemed elected for a three-year term ending May 2025. All Oaths of Director have been filed with all required agencies.

**Resignation of Eric Dome:** The Board acknowledged the resignation of Eric Dome from the Board of Directors effective May 16, 2022.

**Appointment of Officers:** The Board entered into a discussion regarding the appointment of officers.

Following discussion, upon motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the following slate of officers was appointed:

## RECORD OF PROCEEDINGS

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President  
Treasurer  
Secretary

Cynthia Myers  
Brian Mulqueen  
Peggy Ripko

**Board Appointment:** The Board discussed the vacancies on the Board and considered appointing eligible elector, Shadee Ardalan, to the Board of Directors.

Following discussion, upon motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board appointed Shadee Ardalan to fill the vacancy on the Board. The Oath of Office was administered.

**Appointment of Officers:** The Board entered into a second discussion regarding the appointment of officers. Following discussion, upon motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the following slate of officers was appointed:

President  
Treasurer  
Secretary

Cynthia Myers  
Brian Mulqueen  
Shadee Ardalan

**Minutes of October 20, 2021 and November 29, 2021 Special Meetings:** The Board reviewed the Minutes of the October 20, 2021 and November 29, 2021 Special Meetings. Following discussion, upon motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the Minutes of the October 20, 2021 and November 29, 2021 Special Meetings were approved.

**Resolution No. 2022-11-01 Establishing 2023 Regular Meeting Dates, Time, and Location, and Designating Location for Posting of 24-Hour Notices:** The Board discussed the business to be conducted in 2023. Following discussion, upon motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-11-01 Establishing 2023 Regular Meeting Dates, Time, and Location and Designating Location for Posting of 24-Hour Notices. The Board determined to schedule 2023 meetings on February 15, May 17, August 16, and October 18, 2023 at 6:00 P.M. via Zoom.

**§32-1-809, C.R.S. Reporting Requirements (Transparency Notice) and Mode of Eligible Elector Notification for 2023:** Ms. Ripko discussed the special district transparency requirements of Section 32-1-809, C.R.S. with the Board. Following discussion, the Board directed the District Manager to post the special district transparency notice on the District Website and the Special District Association website.

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## RECORD OF PROCEEDINGS

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### **PUBLIC COMMENTS**

Mr. Goldberg discussed concerns regarding security issues and safety in the community.

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### **FINANCIAL MATTERS**

**Claims:** The Board reviewed the payment of claims represented for the period beginning on November 1, 2021 through September 30, 2022, in the amount of \$150,373.93. Following discussion, upon motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board ratified approval of payment of claims for the period beginning on November 1, 2021 through September 30, 2022, in the amount of \$150,373.93.

**Unaudited Financial Statements:** The Board reviewed and accepted the unaudited financial statements through the period ending September 30, 2022. Following review, upon motion duly made by Director Mulqueen, seconded by Director Myers and, upon vote, unanimously carried, the Board accepted the unaudited financial statements through the period ending September 30, 2022.

**Operation Funding Agreement (“OFA”):** The Board reviewed the proposed OFA by and between the District and Century at Belleview Place, LLC for a shortfall amount of \$48,215.00 for the 2021 fiscal year. Following discussion, upon motion duly made by Director Myers, seconded by Director Mulqueen, and upon vote, unanimously carried, the Board approved the OFA.

**Public Hearing on Amendment to 2021 Budget:** The President opened the public hearing to consider an amendment to the 2021 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider an amendment to the 2021 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received and the public hearing was closed.

Following review and discussion, upon motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-11-02 to Amend the 2021 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

**2021 Audit:** The Board reviewed the draft 2021 Audit.

Following discussion, upon motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board approved the 2021 Audit, subject to auditor’s opinion and legal review.

## RECORD OF PROCEEDINGS

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**2022 Audit Preparation:** The Board considered the engagement of Wipfli LLP for the preparation of the 2022 Audit.

Following discussion, upon motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board approved the engagement of Wipfli LLP for the preparation of the 2022 Audit in an amount not to exceed \$5,300.00.

**Public Hearing on Amendment to 2022 Budget:** The President opened the public hearing to consider an amendment to the 2022 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider an amendment to the 2022 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received and the public hearing was closed.

Following discussion, the Board determined that an amendment was not necessary.

**Operations Fee and Working Capital Fee:** The Board discussed the Operations Fee and Working Capital Fee and the potential need to increase the Operations Fee.

Following discussion, upon motion duly made by Director Myers, seconded by Director Mulqueen, and upon vote, unanimously carried, the Board approved the Amended and Restated Resolution Regarding the Imposition of District Fees.

**Public Hearing on 2023 Budget:** The President opened the public hearing to consider the proposed 2023 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2023 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received and the public hearing was closed.

Following discussion, the Board considered the adoption of Resolution No. 2022-11-03 to Adopt the 2023 Budget and Appropriate Sums of Money, and Resolution No. 2022-11-04 to Set Mill Levies (General Fund at 56.582 mills, the Debt Service Fund at 57.265 mills, and the ARI Mill Levy at 1.145 mills, for a total mill levy of 114.992 mills). Upon motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-11-03 and Resolution No. 2022-11-04 and authorized execution of the Certification of Budget. The District Accountant was directed to transmit the Certification of Tax

## RECORD OF PROCEEDINGS

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Levies to the Board of County Commissioners of Arapahoe County no later than December 15, 2022. The District Manager was authorized to transmit the Certification of Budget to the Division of Local Government no later than January 30, 2023. A copy of the adopted Resolutions are attached hereto and incorporated herein by this reference.

**Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan:** The Board reviewed Resolution No. 2022-11-05 Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan.

Following discussion, upon motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-11-05 Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

**DLG-70 Mill Levy Certification Form:** The Board considered authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

Following discussion, upon motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

**Preparation of 2024 Budget:** Following discussion, upon motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the District's 2024 Budget.

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### **LEGAL MATTERS**

**Conveyance of Landscape Tracts:** The Board discussed the status of the conveyance of landscape tracts to the District.

**Resolution Calling May 2, 2023 Election:** The Board discussed the May 2, 2023 Election. Following discussion, upon motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-11-06 Calling a May 2, 2023 Directors' Election, which appointed Peggy Ripko as the Designated Election Official and authorized her to perform all tasks required for the conduct of a mail ballot election.

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## RECORD OF PROCEEDINGS

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### **COVENANT ENFORCEMENT/ DESIGN REVIEW**

**Parking Rules and Regulations and Enforcement:** The Board discussed parking rules, regulation and enforcement matters.

**Resolution Amending and Restating the Parking Rules and Regulations:** Pursuant to Section 24-6-402(4)(b), C.R.S., and upon a motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board convened in Executive Session at 12:12 p.m. for the purpose of receiving legal advice on specific legal questions regarding parking rules and regulations.

Furthermore, pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., no record or electronic recording will be kept of those portions of the Executive Session that, in the opinion of the Board's attorney, constitute privileged attorney-client communication pursuant to Section 24-6-402(4)(b) and (e), C.R.S.

Following discussion in Executive Session, and upon a motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board reconvened in public session at 12:29 p.m.

Following discussion, upon motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board adopted the Resolution Amending and Restating the Parking Rules and Regulations, noting that the changes were made for public safety issues.

### **OPERATION MATTERS**

**Landscape Maintenance Services Agreement:** The Board reviewed the Service Agreement for Landscaping Services between the District and Consolidated Divisions Inc. d/b/a CDI Environmental Contractor.

Following discussion, upon motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board ratified the approval of the Service Agreement for Landscaping Services between the District and Consolidated Divisions Inc. d/b/a CDI Environmental Contractor.

**Dog Station Maintenance:** The Board reviewed the proposal for dog station maintenance from Pet Scoop, Inc. No action was taken.

**Sidewalk and Stair Repair:** The Board reviewed the proposal for sidewalk and stair repairs from HARTCO, Inc. d/b/a CAM Services. No action was taken.

**2022-2023 Snow Removal:** The Board reviewed the proposal from Consolidated Divisions Inc. d/b/a CDI Environmental Contractor for 2022-2023 Snow Removal.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board approved the proposal from Consolidated Divisions Inc. d/b/a CDI Environmental Contractor for 2022-2023 Snow Removal.

**Service Agreement for Towing Services:** The Board reviewed the Service Agreement for Towing Services between the District and Towing Operations, LLC d/b/a Wyatt's Towing.

Following discussion, upon motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board approved the Service Agreement for Towing Services between the District and Towing Operations, LLC d/b/a Wyatt's Towing.

### **OTHER BUSINESS**

The Board discussed fire retardant solutions to mulch. No action was taken.

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### **ADJOURNMENT**

There being no further business to come before the Board, upon motion duly made by Director Myers, seconded by Director Mulqueen, and, upon vote, unanimously carried, the meeting was adjourned.

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Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting

## RECORD OF PROCEEDINGS

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### ATTORNEY STATEMENT REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing Belleview Place Metropolitan District, I attended the executive session meeting Belleview Place Metropolitan District convened at 10:00 a.m. on November 14, 2022, for the sole purpose of receiving legal advice regarding specific legal questions regarding parking rules and regulations as authorized by Section 24-6-402(4)(b), C.R.S. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S., and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Signed

\_\_\_\_\_  
Elisabeth A. Cortese

Dated:

\_\_\_\_\_  
November 14, 2022

Michelle Gardner  
Bellevue Place Metro District  
14992 E Bellevue Dr.  
Aurora, CO 80015



## Your Property Estimate for Bellevue Place Metro District at 14992 E Bellevue Dr.

### 3 Simple Steps to Get Started

#### Step 1

Review Estimate & Terms

#### Step 2

Digitally Sign & Accept

#### Step 3

Enjoy your clean property

#### ESTIMATE DETAILS

Date: **10/14/2022**

Estimate Code: **6AY825H**

Valid Until: **11/13/2022**

Call Us Anytime: **303-781-7667**

#### PRICING

*Please check the box(s) of desired services and sign below...*

| Estimate Description                                                                                          | Quantity | Rate   | Amount |
|---------------------------------------------------------------------------------------------------------------|----------|--------|--------|
| <b>Initial</b> (First cleanup) Service - <b>Required</b> for regular service<br>(please be sure to check box) | 1        | 100.00 | 100.00 |
| <b>One-Time Only</b> Service (common area dog waste cleanup)                                                  | 1        | 100.00 | 100.00 |
| <b>Twice per Week</b> Service - common area dog waste cleanup - <b>rate is per visit</b>                      | 1        | 40.00  | 40.00  |
| <b>Once per Week</b> Service - common area dog waste cleanup - <b>rate is per visit</b>                       | 1        | 50.00  | 50.00  |
| <b>Every Other Week</b> Service - common area dog waste cleanup - <b>rate is per visit</b>                    | 1        | 60.00  | 60.00  |
| <b>Once per Month</b> Service - common area dog waste cleanup - <b>rate is per visit</b>                      | 1        | 70.00  | 70.00  |

#### WHY PET SCOOP

**Since 1994, Pet Scoop has been keeping managed communities safe and clean...**

- Largest and oldest pet waste management company in Colorado
- Dedicated team of employed, Commercial technicians
- More service options, faster response to issues and less hassle for you and your staff
- No long-term contracts or up front payments
- Fully Insured with Liability and Workers Comp

#### GUARANTEE

We will provide you and your residents a safer and cleaner environment to live and work. With our RE-DOO GUARANTEE, we promise to provide you with the best service possible and if you are ever not completely satisfied, we'll make it right.

## TERMS OF SERVICE

1. PET SCOOP INC shall perform the above selected services as an independent contractor and provide all necessary labor and equipment
2. Services will begin: *on mutually agreed upon date and will continue until terminated (see #6 below)*
3. Billing dates will be: *1st of every month after service is completed*
4. Invoices are payable on receipt. Any balance due not received within forty five (45) days will be charged a \$15.00 late fee per invoice.
5. Natural circumstances such as inclement weather may make it hazardous or impossible to make our regular service. In this event, we will be responsible for servicing the property as soon as possible. If we are unable to make-up that particular cleanup, a charge of 3/4 the regular fee will apply due to the additional time required on the next cleanup.
6. Either party may terminate this agreement if the contractor is unable to comply with the terms of this agreement or if the client wishes to terminate services for any reason. A thirty (30) day notice is required for termination.
7. Any additional fees regarding 3rd party compliance or invoicing services, required by the client/property, will be invoiced to the client/property.
8. PET SCOOP INC shall indemnify and save the "client" harmless from any and all claims against the "client" arising out of performance of the services under this agreement.
9. The terms of this agreement may only be amended in writing and signed by both parties.
10. This agreement is governed by the laws of the State of Colorado.

## SIGNATURE

### How To Accept Proposal/Agreement:

1. Selected your desired service options by selecting the box(s) above
2. Click the "Sign Estimate" link below
3. Draw your Signature and then type name in the "Print Name" box
4. Click the "Accept Proposal" link
5. We'll contact you to setup your Initial service date

Signature of Client

*By signing you agree to all the terms and conditions set forth in this estimate/agreement document.*

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Signature of Contractor

10/14/2022

Sam Johnson  
President, Pet Scoop, Inc.

Michelle Gardner  
Bellevue Place Metro District  
14992 E Bellevue Dr.  
Aurora, CO 80015



## Your Property Estimate for Bellevue Place Metro District at 14992 E Bellevue Dr.

### 3 Simple Steps to Get Started

#### Step 1

Review Estimate & Terms

#### Step 2

Digitally Sign & Accept

#### Step 3

Enjoy your clean property

#### ESTIMATE DETAILS

Date: **10/14/2022**

Estimate Code: **6AY825H**

Valid Until: **11/13/2022**

Call Us Anytime: **303-781-7667**

#### PRICING

*Please check the box(s) of desired services and sign below...*

| Estimate Description                                                                                                                                                                         | Quantity | Rate   | Amount |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|--------|
| <b>Initial</b> (First cleanup) Service - <b>Required</b> for regular service<br>(please be sure to check box)                                                                                | 1        | 100.00 | 100.00 |
| <b>Twice per Week</b> Service - common area dog waste cleanup -<br><b>rate is per visit</b>                                                                                                  | 1        | 40.00  | 40.00  |
| <b>Once per Week</b> Service - common area dog waste cleanup - <b>rate</b><br><b>is per visit</b>                                                                                            | 1        | 50.00  | 50.00  |
| <b>Twice per Week</b> - Dog Station Maintenance - (includes: stocking<br>rolled doggie bags as needed, replace trash liners, dispose of<br>waste) - <b>rate is per dog station per visit</b> | 6        | 9.95   | 59.70  |
| <b>Weekly</b> - Dog Station Maintenance - (includes: stocking rolled<br>doggie bags as needed, replace trash liners, dispose of waste) -<br><b>rate is per dog station per visit</b>         | 6        | 10.95  | 65.70  |

#### WHY PET SCOOP

**Since 1994, Pet Scoop has been keeping managed communities safe and clean...**

- Largest and oldest pet waste management company in Colorado
- Dedicated team of employed, Commercial technicians
- More service options, faster response to issues and less hassle for you and your staff
- No long-term contracts or up front payments
- Fully Insured with Liability and Workers Comp

#### GUARANTEE



We will provide you and your residents a safer and cleaner environment to live and work. With our RE-DOO GUARANTEE, we promise to provide you with the best service possible and if you are ever not completely satisfied, we'll make it right.

## TERMS OF SERVICE

1. PET SCOOP INC shall perform the above selected services as an independent contractor and provide all necessary labor and equipment
2. Services will begin: *on mutually agreed upon date and will continue until terminated (see #6 below)*
3. Billing dates will be: *1st of every month after service is completed*
4. Invoices are payable on receipt. Any balance due not received within forty five (45) days will be charged a \$15.00 late fee per invoice.
5. Natural circumstances such as inclement weather may make it hazardous or impossible to make our regular service. In this event, we will be responsible for servicing the property as soon as possible. If we are unable to make-up that particular cleanup, a charge of 3/4 the regular fee will apply due to the additional time required on the next cleanup.
6. Either party may terminate this agreement if the contractor is unable to comply with the terms of this agreement or if the client wishes to terminate services for any reason. A thirty (30) day notice is required for termination.
7. Any additional fees regarding 3rd party compliance or invoicing services, required by the client/property, will be invoiced to the client/property.
8. PET SCOOP INC shall indemnify and save the "client" harmless from any and all claims against the "client" arising out of performance of the services under this agreement.
9. The terms of this agreement may only be amended in writing and signed by both parties.
10. This agreement is governed by the laws of the State of Colorado.

## SIGNATURE

### How To Accept Proposal/Agreement:

1. Selected your desired service options by selecting the box(s) above
2. Click the "Sign Estimate" link below
3. Draw your Signature and then type name in the "Print Name" box
4. Click the "Accept Proposal" link
5. We'll contact you to setup your Initial service date

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Signature of Client

*By signing you agree to all the terms and conditions set forth in this estimate/agreement document.*

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Signature of Contractor

10/14/2022

Sam Johnson  
President, Pet Scoop, Inc.

**PROPOSAL SUBMITTED TO:** Special District Management Services, Inc.  
**ADDRESS:** 141 Union Blvd.

Lakewood, CO 80228

**CONTACT:** Michelle Gardner  
**PHONE:** 303-987-0835  
**EMAIL:** mgardner@sdmsi.com

**DATE:** Wednesday, December 28, 2022

**JOB NAME AND ADDRESS:** Belleview Place Metro District  
 14874 E Belleview Ave., Aurora, CO 80015

### Striping

**\$975**

Service Frequency: One time

Price per: Service

Mobilizations: 1

Re-Stripe 18' Ft. Stalls 30

Re-Stripe Handi-Blue 2

Re-Stripe Large Hashmark 9'x18' (per) 2

Trips 1

- Additional work will be charged
- Map sent email (12-14-22)
- Green areas on map only
- No crosswalk bars in bid (red area on map)
- CAM Services is not responsible for any damages to vehicles/property left in the area of service
- All cars must be out of the area of service before work can start.
- Any vehicles/property left in the area of service will be worked around and an additional trip charge will be assessed to return.
- All Water must be turned OFF 24HRS BEFORE the scheduled start date
- No warranty on work October-May due to colder temperatures

### Sweeping before Striping (required)

**\$350**

- Includes \$35 fuel charge
- Includes dump fee.

Accepted by;

**SDMS (print name & sign)**

**Date**

Page 1 of 2

**initial** \_\_\_\_\_

Upon signing above, I issue my personal guarantee of payment, which will be remitted upon invoice. Additional charges of 3.5% for credit card usage. All invoices are due and payable upon receipt. In the event the amount of an invoice is not paid within 30 days from the date of the invoice, the account shall be deemed to be in default and Contractor reserves the right to cease any further work until the account is brought current. Any invoice not paid within 30 days from the date of the invoice shall accrue interest at the maximum lawful rate of 1-1/2% per month, not to exceed 19% per annum. Owner/Customer agrees to indemnify the Contractor harmless from any costs or expenses incurred in the collection of the defaulted account, or in any part thereof, including all reasonable attorney fees, court cost, etc.

All services in Denver County subject to Denver County Tax

Brooke Cowdrey – 303-265-1018 Cell – [brooke@camcolorado.com](mailto:brooke@camcolorado.com)

2525 W. 64<sup>th</sup> Avenue • Denver Colorado 80221 • 303 295-2424 • 303 295-2436 Fax • [www.camcolorado.com](http://www.camcolorado.com)

Power Sweeping • Snow Removal • Temporary Fence • Property Maintenance • Power Washing • Tenant Finish • Day Porter  
 Power Scrubbing • Building Maintenance • Construction Clean-Up • Debris Removal • Construction Demo



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