

# BELLEVUE PLACE METROPOLITAN DISTRICT

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

## **NOTICE OF SPECIAL MEETING AND AGENDA**

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Eric Dome	President	2022/May 2022
Brian Mulqueen	Treasurer	2022/May 2022
Cynthia Myers	Secretary	2023/May 2023
James Dickerson	Assistant Secretary	2023/May 2022
<b>VACANT</b>		2022/May 2022

DATE: May 19, 2021

TIME: 6:00 P.M.

**PLACE:** DUE TO CONCERNS REGARDING THE SPREAD OF THE CORONAVIRUS (COVID-19) AND THE BENEFITS TO THE CONTROL OF THE SPREAD OF THE VIRUS BY LIMITING IN-PERSON CONTACT, THIS DISTRICT BOARD MEETING WILL BE HELD BY TELECONFERENCE VIA ZOOM WITHOUT ANY INDIVIDUALS (NEITHER DISTRICT REPRESENTATIVES NOR THE GENERAL PUBLIC) ATTENDING IN PERSON. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE USE THE ZOOM INFORMATION BELOW. *Please email Peggy Ripko if there are any issues (pripko@sdmsi.com).*

Join Zoom Meeting

<https://us02web.zoom.us/j/89348487863?pwd=N05aaG02d1FtVTh3Z1RSMkJJVIBEZz09>

Meeting ID: 893 4848 7863

Passcode: 042791

Dial In: 1-253-215-8782

### I. ADMINISTRATIVE MATTERS

A. Confirm Quorum. Present Disclosures of Potential Conflicts of Interest.

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B. Approve Agenda; confirm location of the meeting and posting of meeting notice.

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C. Review and consider approval of February 17, 2021 Special Meeting minutes (enclosure).

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D. Consider authorizing interested Board Members to attend the 2021 Special District Association's Annual Conference in Keystone on September 14, 15 and 16, 2021.

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II. PUBLIC COMMENT

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

III. FINANCIAL MATTERS

A. Review and ratify approval of the payment of claims represented by check nos. \_\_\_\_\_ through \_\_\_\_\_, in the amount of \$ \_\_\_\_\_ (to be distributed).

\_\_\_\_\_

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

\_\_\_\_\_

C. Review and consider approval of 2020 (draft audit – to be distributed) Audit and authorize execution of Representations Letter (to be distributed).

\_\_\_\_\_

D. Consider setting the date for a Public Hearing to adopt the 2021 Budget for October 20, 2021, at 6:00 P.M., to be held at Parkside Village Retirement Resort, 14501 E. Crestline Dr., Aurora, CO 80015 or virtually pending COVID-19 restrictions.

\_\_\_\_\_

IV. LEGAL MATTERS

A. Discuss status of conveyance of landscape tract.

\_\_\_\_\_

B. Discuss status of Service Agreement for landscape maintenance services.

\_\_\_\_\_

C. Review and consider approval of First Amendment to Resolution No. 2018-09-08 Regarding Colorado Open Records Act Requests (enclosure).

\_\_\_\_\_

D. Discuss and consider approval of Service Agreement for Towing Services between the District and Towing Operations, LLC d/b/a Wyatt's Towing (enclosure).

\_\_\_\_\_

V. COVENANT ENFORCEMENT / DESIGN REVIEW

A. Community Manager's Report.

\_\_\_\_\_

- B. Review operations and maintenance map (to be distributed).
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VI. CONSTRUCTION MATTERS

- A. Discuss 2021 development / construction outlook.
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VII. OTHER MATTERS

- A. \_\_\_\_\_
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VIII. ADJOURNMENT: **THE NEXT REGULAR MEETING IS SCHEDULED FOR AUGUST 18, 2021.**

## 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 FEBRUARY 17, 2021

A special meeting of the Board of Directors of the Belleview Place Metropolitan District (referred to hereafter as the “Board”) was convened on Wednesday, February 17, 2021, at 6:00 p.m. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, this District Board meeting was held by teleconference via Zoom. The meeting was open to the public via teleconference.

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**Directors in Attendance Were:**

Eric Dome  
Cynthia Myers  
James Dickerson

**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

**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.

**ADMINISTRATIVE  
MATTERS**

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

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Myers, seconded by Director Dickerson 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 Dickerson and, upon vote, unanimously carried, the Board determined that due to concerns regarding the spread of COVID-19 and the benefit to the control of the spread of the virus by limiting in-person contact, 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.

**Designation of 24-Hour Posting Location:** Following discussion, upon motion duly made by Director Myers, seconded by Director Dickerson and upon vote, unanimously carried, the Board determined that notices of meetings of the District Board required pursuant to Section 24-6-402(2)(c), C.R.S., shall be posted on the District's website at: <https://bellevueplacemd.colorado.gov/> or if the website is unavailable for posting, notice shall be posted at the following physical location with the District's boundaries: on a light pole at the Southeast corner of East Belleview Ave and East Belleview Drive, Aurora Colorado 80015.

**Director Absence:** Following discussion, upon motion duly made by Director Myers, seconded by Director Dickerson and, upon vote, unanimously carried, the Board excused the absence of Director Mulqueen.

**Minutes:** The Board reviewed the Minutes of the October 21, 2020 Special Meeting.

Following discussion, upon motion duly made by Director Myers, seconded by Director Dome and, upon vote, unanimously carried, the Board approved the Minutes of the October 21, 2020 Special Meeting.

**Board Vacancy:** Ms. Ripko discussed with the Board the vacancy on the Board of Directors. There are no known candidates at this time.

### **PUBLIC COMMENTS**

\_\_\_\_\_  
There were no public comments.  
\_\_\_\_\_

## RECORD OF PROCEEDINGS

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### FINANCIAL MATTERS

**Claims:** The Board considered ratifying the approval of the payment of claims represented by check nos. 1060 - 1074, in the amount of \$41,401.03.

Following discussion, upon motion duly made by Director Myers, seconded by Director Dickerson and, upon vote, unanimously carried, the Board ratified approval of the payment of claims represented by check nos. 1060 - 1074, in the amount of \$41,401.03.

The Board further reviewed outstanding invoices through February 14, 2021.

Following discussion, upon motion duly made by Director Myers, seconded by Director Dickerson and, upon vote, unanimously carried, the Board ratified approval of the outstanding invoices through February 14, 2021, in the amount of \$9,782.83.

**Unaudited Financial Statements:** Ms. Wheeler discussed and reviewed with the Board the unaudited financial statements of the District for the period ending December 31, 2020.

Following discussion, upon motion duly made by Director Myers, seconded by Director Dome and, upon vote, unanimously carried, the Board accepted the unaudited financial statements of the District for the period ending December 31, 2020, subject to receipt of developer advance for general fund expenses.

**2020 Audit:** The Board reviewed the proposal from Wipfli LLP to perform the 2020 Audit.

Following discussion, upon motion duly made by Director Myers, seconded by Director Dome and, upon vote, unanimously carried, the Board approved the engagement of Wipfli LLP to perform the 2020 Audit, for an amount not to exceed \$5,000.

### LEGAL MATTERS

**Service Agreement for 2020/2021 Snow Removal Services between the District and Consolidated Divisions, Inc. d/b/a CDI Environmental Contractor:** The Board entered into discussion regarding a Service Agreement for 2020/2021 Snow Removal 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 Dome and, upon vote, unanimously carried, the Board ratified approval of the Service Agreement for 2020/2021 Snow Removal Services between the District and Consolidated Divisions, Inc. d/b/a CDI Environmental Contractor.

## RECORD OF PROCEEDINGS

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**Engagement of Moeller Graf, P.C. for Covenant Enforcement/Fee Collection Legal Services:** The Board entered into discussion regarding the engagement of Moeller Graf, P.C. for covenant enforcement/fee collection legal services.

Following discussion, upon motion duly made by Director Myers, seconded by Director Dome and, upon vote, unanimously carried, the Board ratified approval of the engagement of Moeller Graf, P.C. for covenant enforcement/fee collection legal services.

**Service Agreement for Landscape Maintenance Services:** Ms. Ripko discussed with the Board the status of requested proposals for landscape maintenance services.

**Resolution Regarding Parking Rules and Regulations:** The Board entered into discussion regarding a Resolution Regarding Parking Rules and Regulations.

Following discussion, upon motion duly made by Director Dome, seconded by Director Dickerson and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-02-01; Regarding Parking Rules and Regulations.

**Second Amendment to Facilities Acquisition Agreement between the District and Century at Belleview Place, LLC:** The Board entered into discussion regarding a Second Amendment to Facilities Acquisition Agreement between the District and Century at Belleview Place, LLC.

Following discussion, upon motion duly made by Director Myers, seconded by Director Dome and, upon vote, unanimously carried, the Board approved the Second Amendment to Facilities Acquisition Agreement between the District and Century at Belleview Place, LLC.

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

**Community Manager's Report:** Ms. Ripko reviewed with the Board the Community Manager's Report.

**Operations and Maintenance Map:** Ms. Ripko is working on an operations and maintenance map and will have a draft at the next Board meeting.

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### **CONSTRUCTION MATTERS**

**2020 Development/Construction Outlook:** Director Dickerson presented to the Board an update on the 2021 development / construction outlook. It was noted the last building is expected to close by June 2021.

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## RECORD OF PROCEEDINGS

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**OTHER BUSINESS**

Attorney Cortese introduced Attorney Murphy to the Board.  
\_\_\_\_\_

**ADJOURNMENT**

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

Respectfully submitted,

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



**RESOLUTION NO. 2021-02-01**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
BELLEVIEW PLACE METROPOLITAN DISTRICT**

**REGARDING PARKING RULES AND REGULATIONS**

- A. The Belleview Place Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in the City of Aurora, Colorado (the “**City**”).
- B. The District operates pursuant to its Service Plan approved by the City on March 5, 2018, as the same may be amended and/or modified from time to time (the “**Service Plan**”).
- C. Pursuant to the Service Plan and Section 32-1-101, *et seq.*, C.R.S., the District has the power and authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of streets within the District’s Service Area (as defined in the Service Plan), among related street improvements powers.
- D. Pursuant to Section 32-1-1001(1)(m), C.R.S., the District has the power “to adopt, amend and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the board and of the special district.”
- E. It is anticipated that the District will own and maintain those roadways within the District’s Service Area (the “**District Roadways**”).
- F. Portions of the District Roadways are designated and posted as “No Parking” in the interest of the public health, safety and welfare.
- G. Attendant to its duties and obligations for the District Roadways, the District wishes to adopt parking rules and regulations to put District residents and guests on notice of the parking restrictions on District Roadways.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BELLEVIEW PLACE METROPOLITAN DISTRICT (THE “**BOARD**”) OF THE CITY OF AURORA, COLORADO THAT:

1. The Board hereby determines that it is in the best interests of the District and members of the public using the District Roadways to exercise the authority granted under the Service Plan to adopt the Parking Rules and Regulations attached hereto as Exhibit A and incorporated herein by this reference.
2. The District reserves the right, from time to time, to modify, amend or replace these Parking Rules and Regulations in conformance with the City or other relevant regulations then in effect.

3. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstances, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

RESOLUTION APPROVED AND ADOPTED on February 17, 2021.

**BELLEVIEW PLACE METROPOLITAN  
DISTRICT**

By:   
President

Attest:  
  
Secretary

## EXHIBIT A

### PARKING RULES AND REGULATIONS

1. Applicability. These Parking Rules and Regulations shall apply to all roadways and portions of roadways, including alleyways, owned and maintained by the District as designated on Exhibit 1 attached hereto and incorporated herein by this reference (the “**District Roadways**”).

2. Vehicles. For purposes of these Parking Rules and Regulations, “vehicle” shall mean every device that is capable of moving itself, or of being moved, from place to place upon wheels or endless tracks. Vehicle includes, without limitation, a motor vehicle, a motorcycle, a bicycle, electrical assisted bicycle, or EPAMD (Electric Personal Assisted Mobility Device), but does not include a wheelchair, off-highway vehicle, farm tractor, or implement of husbandry designed primarily or exclusively for use and used in agricultural operations or any device moved exclusively over stationary rails or tracks or designed to move primarily through the air.

3. Parking Violations.

(a) Generally. For any District Roadways where authorized signs are posted giving notice of parking limitations, regulations, restrictions or prohibitions, it shall be unlawful for any person to park a vehicle in any manner in violation of, or contrary to, the provisions contained on such signs except when necessary to avoid conflict with other traffic, or in compliance with the directions of a police officer, or traffic-control signal, sign or device, or except momentarily for the purpose of actively and continuously loading or unloading passengers when such parking does not obstruct, impede or endanger any traffic.

(b) No Parking Zones. Portions of the District Roadways are designated, and shall be posted with signs or painted marking, as No Parking. The District reserves the right to further restrict or prohibit parking upon the District Roadways by adopting an amendment to these Parking Rules and Regulations and posting said roadway(s) as No Parking or otherwise designating parking restrictions with signs or painted markings.

(c) Handicap Space. It shall be unlawful for any person to park any vehicle in a designated handicap space upon the District Roadways without a valid disability placard or license plate.

(d) Alleyways. It shall be unlawful for any person to park any vehicle upon the District Roadways comprised of alleyways, as designated in Exhibit 1 and identified as no parking zones by posted signs or painted markings.

(e) Fire Lane. It shall be unlawful for any person to park any vehicle upon the District Roadways in fire lanes designated by posted signs or painted markings.

(f) Obstruction of Traffic. It shall be unlawful for any person to park for any amount of time any vehicle upon the District Roadways in such manner or under such conditions as to:

- (i) leave available less twenty (20) feet of width of the roadway for free movement of vehicular traffic;
- (ii) prevent another vehicle from accessing a valid parking zone or the District Roadways; or
- (iii) otherwise interfere with the flow of vehicular traffic.

(g) Parking in Excess of Forty-Eight (48) Hours.

(i) It shall be unlawful for any owner or operator of a vehicle to leave that vehicle parked in the same place upon any part of the District Roadways for a period in excess of forty-eight (48) continuous hours. A vehicle shall be considered in violation of this subsection if it has not been moved at least one hundred (100) feet during the continuous forty-eight (48) hour period of time.

(ii) It shall be unlawful for the owner of an Automobile Junker to leave it parked upon the District Roadways for a period in excess of forty-eight (48) hours, regardless of location. The forty-eight (48) hour time limit includes the cumulative time spent on any District Roadways. For purposes of this subsection, an automobile junker is defined as a vehicle which is:

- (1) Apparently inoperable; and
- (2) Extensively damaged which would include but not be limited to: broken windows, broken windshields, or both; missing wheels, tires, motor, or transmission.

(h) Parking in Opposite Direction of Traffic. It shall be unlawful for any person to park any vehicle upon the District Roadways in a direction that is opposite to the regular flow of traffic on the side of the road where the vehicle is parked.

(i) Landscaping. It shall be unlawful for any person to park any vehicle either partially or entirely upon any landscaped area owned and maintained by the District, including but not limited to rock beds and xeriscape areas.

(j) Flat Tire. It shall be unlawful for any person to leave any vehicle with a flat tire upon the District Roadways in excess of forty-eight (48) hours.

(k) Vehicle Repair. It shall be unlawful for any person to park or operate a vehicle upon the District Roadways for the principal purpose of greasing, oiling, lubricating, painting or repairing such vehicle, except for repair that is necessary for the limited purpose of removing the vehicle from the roadway or due to an emergency.

(l) Recreational Vehicles. It shall be unlawful for any person to park any house trailer, camping trailer, boat trailer, hauling trailer, boat, self-contained motorized recreational vehicles, or any accessories related to any of the foregoing, or any other types of

recreational vehicles or equipment, anywhere upon any District Roadway(s) for longer than a cumulative total of forty-eight (48) hours, regardless of location.

4. Towing, Fines and Immobilization.

(a) Generally. The District reserves the right to have any vehicles that are in violation of these Parking Rules and Regulations removed, towed or immobilized (including booting) at the owner's cost and expense. Further, the District reserves the right to assess fines for parking violations against the vehicle owner.

(b) Warning Citations. The District may cause a warning citation to be issued for vehicles parked in violation of subsections 3.g (Parking in Excess of Forty-Eight (48) Hours), 3.j (Flat Tire), 3.k (Vehicle Repair) or 3.l (Recreational Vehicles) and reserves the right to remove, tow or immobilize the vehicle at the owner's cost and expense if any of these violations continues for more than forty-eight (48) hours following issuance of the citation.

5. Administrative Fee for Towing. The District may assess an administrative fee for towing, which fee may either be collected as part of the general towing fee paid to the tow lot operator and remitted to the District or, alternatively, assessed directly to the vehicle owner by the District.

**EXHIBIT 1**  
**DISTRICT ROADWAYS**



- Parking Area 1- Four (4) parking spaces
- Parking Area 2- Five (5) parking spaces + one (1) accessible parking space
- Parking Area 3- Four (4) parking spaces
- Parking Area 4- Four (4) parking spaces
- Parking Area 5- Eight (8) parking spaces + one (1) accessible parking space

**FIRST AMENDMENT TO RESOLUTION NO. 2018-09-08  
BELLEVUE PLACE METROPOLITAN DISTRICT  
REGARDING COLORADO OPEN RECORDS ACT REQUESTS**

A. On September 12, 2018, Bellevue Place Metropolitan District (the “**District**”) adopted Resolution No. 2018-09-08 Regarding Colorado Open Records Act Requests (the “**Resolution**”).

B. The District desires to amend the Resolution due to a change in the District’s Official Custodian.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Bellevue Place Metropolitan District, Arapahoe County, Colorado:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Resolution.

2. Amendment to Section 1 of Resolution. Section 1 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

“1. Special District Management Service, Inc., the Manager for the District, is hereby designated as the “**Official Custodian**” of the public records of the District, as such term is defined in Section 24-72-202(2), C.R.S. Contact information for the Official Custodian is: Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228; (303) 987-0835.”

3. Except as expressly set forth herein, the Resolution continues to be effective without modification.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO FIRST AMENDMENT TO RESOLUTION REGARDING  
COLORADO OPEN RECORDS ACT REQUESTS]**

RESOLUTION APPROVED AND ADOPTED ON May 19, 2021.

**BELLEVUE PLACE METROPOLITAN  
DISTRICT**

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

Attest:

\_\_\_\_\_  
Secretary



## SERVICE AGREEMENT FOR TOWING SERVICES

THIS SERVICE AGREEMENT FOR TOWING SERVICES (“**Agreement**”) is entered into and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between **BELLEVIEW PLACE METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **TOWING OPERATIONS, LLC D/B/A WYATT’S TOWING**, a Colorado limited liability company (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

### RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan.

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.

C. The Consultant has experience in providing the services, as set forth in **Exhibit A** hereto, attached and incorporated herein (the “**Services**”), and is willing to provide such Services to the District for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

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

### I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

## 1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit C** attached hereto and made a part hereof by this reference.

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain

reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

## II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit B** attached hereto.

2.2 Monthly Invoices and Payments. *This section has been intentionally deleted.*

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in **Exhibit B**, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

## III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on \_\_\_\_\_, 2022. Extensions of this Agreement must be approved in advance by the District and the Consultant through a written change order in the form substantially as attached hereto as **Exhibit D** ("Change Order").

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

## IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least “A:XIII” by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant’s cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers’ Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers’ Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers’ Compensation Insurance. A Workers’ Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, 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.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy 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.

(iii) 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 nonowned 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.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

## V. MISCELLANEOUS

5.1 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.2 Modification; Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Consultant unless the same is in writing and duly executed by the Parties.

5.3 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.4 Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.5 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Arapahoe, Colorado.

5.6 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.7 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

5.8 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Belleview Place Metropolitan District  
c/o Special District Management Services, Inc.  
141 Union Blvd., Suite 150  
Lakewood, CO 80228  
Phone: (303) 987-0835  
Email: pripko@sdmsi.com  
Attn: Peggy Ripko

With a Copy To: McGeady Becher P.C.  
450 E. 17<sup>th</sup> Avenue, Suite 400  
Denver, CO 80203  
Phone: (303) 592-4380  
Email: legalnotices@specialdistrictlaw.com

To Consultant: Towing Operations, LLC d/b/a Wyatt's Towing  
13202 E. Adam Aircraft Circle  
Englewood, CO 80112  
Phone: (303) 945-2000  
Email: mweber@wyattstowing.com  
Attn: Mikki Weber

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.9 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.10 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.12 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision 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 to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.13 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.15 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

**[SIGNATURE PAGES FOLLOW]**



[SIGNATURE PAGE ONE OF TWO TO SERVICE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Consultant:  
**TOWING OPERATIONS, LLC D/B/A  
WYATT'S TOWING**, a Colorado limited  
liability company

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

Its: \_\_\_\_\_

STATE OF COLORADO )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Towing Operations, LLC d/b/a Wyatt's Towing.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[SIGNATURE PAGE TWO OF TWO TO SERVICE AGREEMENT]

District:  
**BELLEVUE PLACE METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado

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

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Eric Dome, as President of Bellevue Place Metropolitan District.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

## **EXHIBIT A SCOPE OF SERVICES**

**Towing Service:** Consultant will promptly remove vehicles from the Property (as depicted in Exhibit 1 to the Belleview Place Metropolitan District Parking Rules and Regulations attached hereto as **Attachment 1**) in accordance with the terms of this Agreement, and at the request of District. The terms of the ticketing and towing will be governed by the Parking Rules Addendum attached hereto. The District agrees to notify the Consultant in writing of any changes to parking or towing policies. Consultant will report all towed vehicles to the proper authorities upon removal, and will impound such vehicles at one of the following locations:

- *5130 Brighton Boulevard, Denver, CO 80216*
- *13202 E Adam Aircraft Circle, Englewood, CO 80112*
- *other such facilities leased or owned by the Consultant*

**Authorization:** District authorizes Consultant, and specified Consultant employees to post District approved signs and tow and impound vehicles described above by the District's request. The list of Authorized Signers is found in the Authorized Signers Addendum (attached hereto as **Attachment 2**). The District acknowledges that this Authorized Signers Addendum will be updated from time to time to contain the current list of Consultant employees who are authorized to sign the tow authorization. The District hereby authorizes the employees on the Authorized Signers Addendum (as amended from time to time) to authorize the towing vehicles from the Property.

**Signage:** Consultant will provide signs free of charge for the entrances of the Property and additional signs as requested by the District. Custom signage may be at the District's expense.



**PROPERTY INFORMATION ADDENDUM**

Property Name: Belleview Place Metropolitan District \_\_\_\_\_  
Address: \_\_\_\_\_ City: Aurora State: CO Zip 80015  
Onsite Contact: N/A Title \_\_\_\_\_  
Phone \_\_\_\_\_ Alt Phone \_\_\_\_\_ Fax \_\_\_\_\_

Manager or Management Company Name: Special District Management Services, Inc. \_\_\_\_\_  
Contact Person(s): Ryan Williams \_\_\_\_\_  
Address: 141 Union Blvd, Ste. 150 City: Lakewood State: CO Zip 80228  
Phone: 303-987-0835 Alt Phone \_\_\_\_\_ Fax \_\_\_\_\_

**Persons Authorized to Request Tows on behalf of Owner:**

By default, all employees/ agents of your company are authorized to call in tows. If you want only specified people to have this authority, please check this box and list the names below.

NAME	PHONE	TITLE/POSITION
<b>Ryan Williams</b>	<b>303-987-0835</b>	<b>Community Manager</b>
<b>Peggy Ripko</b>	<b>303-987-0835</b>	<b>District Manager</b>

If you have "Parking Rules and Regulations" please provide us with a copy (see **Attachment 1**)

Do your tenants have assigned spaces? No If yes how are they labeled? \_\_\_\_\_

Are tenants allowed to call in vehicles parked in their assigned spaces? No If yes, what proof is tenant required to show driver prior to signing authorization \_\_\_\_\_ (Lease, driver's license, etc.)

Do you use parking permits? No If yes, please give a tag description and procedure for obtaining a permit or other relevant information \_\_\_\_\_

Special Instructions: Enforcement action is not to be taken if the violation is necessary to avoid conflict with other traffic, or in compliance with the directions of a police officer, or traffic-control signal, sign or device, or except momentarily for the purpose of actively and continuously loading or unload passengers without obstructing, impeding or endangering traffic.

Date February 18, 2021

Completed by Ryan Williams



**PARKING RULES ADDENDUM**

**PROPERTY NAME: BELLEVIEW PLACE METROPOLITAN DISTRICT**

PARKING VIOLATION	TICKET	IMMEDIATE TOW	N/A
Fire Lane		X	
Expired Tags			X
No Plates			X
Handicapped w/o permit		X	
No Parking Permit			X
Not Allowed on Property			X
Inoperable/Extensively Damaged/Abandoned*	X		
Inoperable/Extensively Damaged/Abandoned more than 48 hours after initial ticket issued		X	
Flat Tire	X		
Flat Tire more than 48 hours after initial ticket issued		X	X
No Tags on License			X
Parked on Grass or Landscaping		X	
No Parking Area		X	
Obstructing Traffic/Parked on Wrong Side of Road		X	
<b>RV's/ Trailers/Accessories</b> mor than 48 hours	X		
<b>RV's/Trailers/Accessories</b> more than 48 hours after initial ticket issued		X	
Vehicle Being Repaired	X		
Vehicle Being Repaired more than 48 hours after initial ticket		X	
Construction Vehicle			X
Construction Trailer			X
Commercial Vehicle			X
Commercial Trailer			X

Not In A Designated Parking Space		X	
Designated as No Parking		X	

\*Abandoned means any vehicle that is parked in the same place upon any part of the District Roadways for a period in excess of forty-eight continuous hours pursuant to Rule 3.g of Attachment 1.

How often must a vehicle be moved? \_\_\_\_\_ 48 Hours \_\_\_\_\_

Ticket Expiration Time      24 \_\_\_\_\_      48 X      other \_\_\_\_\_  
 Vehicles will be towed without further notice if violation persists after ticket expiration

Patrol Times Requested: 24/7 X \_\_\_\_\_ After Hours Only \_\_\_\_\_  
 Other \_\_\_\_\_

Special Instructions

To the extent the above Parking Rules Addendum conflicts with the Belleview Place Metropolitan District Parking Rules and Regulations (attached hereto as Attachment 1), as the same may be amended from time to time, the provisions of the Belleview Place Metropolitan District Parking Rules and Regulations control.

**ATTACHMENT 1**

**BELLEVUE PLACE METROPOLITAN DISTRICT  
PARKING RULES AND REGULATIONS  
(INCLUDES PROPERTY MAP)**

**RESOLUTION NO. 2021-02-01**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
BELLEVIEW PLACE METROPOLITAN DISTRICT**

**REGARDING PARKING RULES AND REGULATIONS**

- A. The Belleview Place Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in the City of Aurora, Colorado (the “**City**”).
- B. The District operates pursuant to its Service Plan approved by the City on March 5, 2018, as the same may be amended and/or modified from time to time (the “**Service Plan**”).
- C. Pursuant to the Service Plan and Section 32-1-101, *et seq.*, C.R.S., the District has the power and authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of streets within the District’s Service Area (as defined in the Service Plan), among related street improvements powers.
- D. Pursuant to Section 32-1-1001(1)(m), C.R.S., the District has the power “to adopt, amend and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the board and of the special district.”
- E. It is anticipated that the District will own and maintain those roadways within the District’s Service Area (the “**District Roadways**”).
- F. Portions of the District Roadways are designated and posted as “No Parking” in the interest of the public health, safety and welfare.
- G. Attendant to its duties and obligations for the District Roadways, the District wishes to adopt parking rules and regulations to put District residents and guests on notice of the parking restrictions on District Roadways.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BELLEVIEW PLACE METROPOLITAN DISTRICT (THE “**BOARD**”) OF THE CITY OF AURORA, COLORADO THAT:

1. The Board hereby determines that it is in the best interests of the District and members of the public using the District Roadways to exercise the authority granted under the Service Plan to adopt the Parking Rules and Regulations attached hereto as **Exhibit A** and incorporated herein by this reference.
2. The District reserves the right, from time to time, to modify, amend or replace these Parking Rules and Regulations in conformance with the City or other relevant regulations then in effect.



3. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstances, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

RESOLUTION APPROVED AND ADOPTED on February 17, 2021.

**BELLEVIEW PLACE METROPOLITAN  
DISTRICT**

By:   
President

Attest:  
  
Secretary

## EXHIBIT A

### PARKING RULES AND REGULATIONS

1. Applicability. These Parking Rules and Regulations shall apply to all roadways and portions of roadways, including alleyways, owned and maintained by the District as designated on Exhibit 1 attached hereto and incorporated herein by this reference (the “**District Roadways**”).

2. Vehicles. For purposes of these Parking Rules and Regulations, “vehicle” shall mean every device that is capable of moving itself, or of being moved, from place to place upon wheels or endless tracks. Vehicle includes, without limitation, a motor vehicle, a motorcycle, a bicycle, electrical assisted bicycle, or EPAMD (Electric Personal Assisted Mobility Device), but does not include a wheelchair, off-highway vehicle, farm tractor, or implement of husbandry designed primarily or exclusively for use and used in agricultural operations or any device moved exclusively over stationary rails or tracks or designed to move primarily through the air.

3. Parking Violations.

(a) Generally. For any District Roadways where authorized signs are posted giving notice of parking limitations, regulations, restrictions or prohibitions, it shall be unlawful for any person to park a vehicle in any manner in violation of, or contrary to, the provisions contained on such signs except when necessary to avoid conflict with other traffic, or in compliance with the directions of a police officer, or traffic-control signal, sign or device, or except momentarily for the purpose of actively and continuously loading or unloading passengers when such parking does not obstruct, impede or endanger any traffic.

(b) No Parking Zones. Portions of the District Roadways are designated, and shall be posted with signs or painted marking, as No Parking. The District reserves the right to further restrict or prohibit parking upon the District Roadways by adopting an amendment to these Parking Rules and Regulations and posting said roadway(s) as No Parking or otherwise designating parking restrictions with signs or painted markings.

(c) Handicap Space. It shall be unlawful for any person to park any vehicle in a designated handicap space upon the District Roadways without a valid disability placard or license plate.

(d) Alleyways. It shall be unlawful for any person to park any vehicle upon the District Roadways comprised of alleyways, as designated in Exhibit 1 and identified as no parking zones by posted signs or painted markings.

(e) Fire Lane. It shall be unlawful for any person to park any vehicle upon the District Roadways in fire lanes designated by posted signs or painted markings.

(f) Obstruction of Traffic. It shall be unlawful for any person to park for any amount of time any vehicle upon the District Roadways in such manner or under such conditions as to:

- (i) leave available less twenty (20) feet of width of the roadway for free movement of vehicular traffic;
- (ii) prevent another vehicle from accessing a valid parking zone or the District Roadways; or
- (iii) otherwise interfere with the flow of vehicular traffic.

(g) Parking in Excess of Forty-Eight (48) Hours.

(i) It shall be unlawful for any owner or operator of a vehicle to leave that vehicle parked in the same place upon any part of the District Roadways for a period in excess of forty-eight (48) continuous hours. A vehicle shall be considered in violation of this subsection if it has not been moved at least one hundred (100) feet during the continuous forty-eight (48) hour period of time.

(ii) It shall be unlawful for the owner of an Automobile Junker to leave it parked upon the District Roadways for a period in excess of forty-eight (48) hours, regardless of location. The forty-eight (48) hour time limit includes the cumulative time spent on any District Roadways. For purposes of this subsection, an automobile junker is defined as a vehicle which is:

- (1) Apparently inoperable; and
- (2) Extensively damaged which would include but not be limited to: broken windows, broken windshields, or both; missing wheels, tires, motor, or transmission.

(h) Parking in Opposite Direction of Traffic. It shall be unlawful for any person to park any vehicle upon the District Roadways in a direction that is opposite to the regular flow of traffic on the side of the road where the vehicle is parked.

(i) Landscaping. It shall be unlawful for any person to park any vehicle either partially or entirely upon any landscaped area owned and maintained by the District, including but not limited to rock beds and xeriscape areas.

(j) Flat Tire. It shall be unlawful for any person to leave any vehicle with a flat tire upon the District Roadways in excess of forty-eight (48) hours.

(k) Vehicle Repair. It shall be unlawful for any person to park or operate a vehicle upon the District Roadways for the principal purpose of greasing, oiling, lubricating, painting or repairing such vehicle, except for repair that is necessary for the limited purpose of removing the vehicle from the roadway or due to an emergency.

(l) Recreational Vehicles. It shall be unlawful for any person to park any house trailer, camping trailer, boat trailer, hauling trailer, boat, self-contained motorized recreational vehicles, or any accessories related to any of the foregoing, or any other types of

recreational vehicles or equipment, anywhere upon any District Roadway(s) for longer than a cumulative total of forty-eight (48) hours, regardless of location.

4. Towing, Fines and Immobilization.

(a) Generally. The District reserves the right to have any vehicles that are in violation of these Parking Rules and Regulations removed, towed or immobilized (including booting) at the owner's cost and expense. Further, the District reserves the right to assess fines for parking violations against the vehicle owner.

(b) Warning Citations. The District may cause a warning citation to be issued for vehicles parked in violation of subsections 3.g (Parking in Excess of Forty-Eight (48) Hours), 3.j (Flat Tire), 3.k (Vehicle Repair) or 3.l (Recreational Vehicles) and reserves the right to remove, tow or immobilize the vehicle at the owner's cost and expense if any of these violations continues for more than forty-eight (48) hours following issuance of the citation.

5. Administrative Fee for Towing. The District may assess an administrative fee for towing, which fee may either be collected as part of the general towing fee paid to the tow lot operator and remitted to the District or, alternatively, assessed directly to the vehicle owner by the District.

**EXHIBIT 1**  
**DISTRICT ROADWAYS**



- Parking Area 1- Four (4) parking spaces
- Parking Area 2- Five (5) parking spaces + one (1) accessible parking space
- Parking Area 3- Four (4) parking spaces
- Parking Area 4- Four (4) parking spaces
- Parking Area 5- Eight (8) parking spaces + one (1) accessible parking space

**ATTACHMENT 2**

**AUTHORIZED SIGNERS ADDENDUM**

**Authorized Signers**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

**EXHIBIT B**  
**COMPENSATION**

**Tow Charges:** The maximum rates for a nonconsensual tow from private property, and the maximum drop charge if the vehicle is retrieved before removal from the private property, are set by rule of the Public Utilities Commission. The District will not be responsible for paying any fees for nonconsensual tows, instead, such fees will be paid by the owner of the vehicle.

**EXHIBIT C**  
**CERTIFICATION OF CONSULTANT**

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Consultant represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(a) Notify the subcontractor and the District within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“**Department**”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.



**EXHIBIT D  
FORM OF CHANGE ORDER**

<b>Change Order No:</b>	<b>Date Issued:</b>
<b>Name of Agreement:</b> Service Agreement for Towing Services	
<b>Date of Agreement:</b>	<b>District(s):</b> Belleview Place Metropolitan District
<b>Other Party/Parties:</b> Towing Operations, LLC d/b/a Wyatt's Towing	

**CHANGE IN SCOPE OF SERVICES (describe):**

<b>CHANGE IN AGREEMENT PRICE:</b>	<b>CHANGE IN TERM OF AGREEMENT:</b>
Original Price: \$ _____	Original Term: Expires _____, 20__
Increase of this Change Order: \$ _____	New Term: Expires _____, 20__
Price with all Approved Change Orders: \$ _____	Agreement Time with all Approved Change Orders: _____

<b>APPROVED:</b>	
By:	_____
	<b>District</b>

<b>APPROVED:</b>	
By:	_____
	<b>Consultant</b>