

**BELLEVIEW 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 SPECIAL MEETING AND AGENDA**

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Brian Mulqueen		2025/May 2025
Cynthia Myers	Secretary	2023/May 2023
<b>VACANT</b>		2023/May 2023
<b>VACANT</b>		2025/May 2025
<b>VACANT</b>		2025/May 2025

DATE: November 14, 2022

TIME: 10:00 A.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.

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B. Approve Agenda; confirm location of the meeting, posting of meeting notice, and designate 24-hour posting location.

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C. Acknowledge Resignation of Eric Dome from the Board of Directors of the District, effective May 16, 2022 (enclosure).

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D. Discuss results of May 3, 2022 Regular Election (enclosure).

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- E. Consider appointment of officers.

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

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Assistant Secretary: \_\_\_\_\_

Assistant Secretary: \_\_\_\_\_

- F. Discuss vacancies on the Board.

\_\_\_\_\_

- G. Review and consider approval of October 20, 2021 Special Meeting and November 29, 2021 Special Meeting minutes (enclosures).

\_\_\_\_\_

- H. Discuss business to be conducted in 2023 and location (**virtual and/or physical**) of meetings. Review and consider approval of Resolution Establishing 2023 Regular Meeting Dates, Time, and Location, and Designating Location for Posting of 24-Hour Notices (enclosure).

\_\_\_\_\_

- I. Discuss §32-1-809, C.R.S. (Transparency Notice) reporting requirements and mode of eligible elector notification for 2023.

\_\_\_\_\_

II. PUBLIC COMMENT

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

III. FINANCIAL MATTERS

- A. Review and ratify approval of the payment of claims for the period beginning November 1, 2021 through September 30, 2022, in the amount of \$\_\_\_\_\_ (to be distributed).

\_\_\_\_\_

- B. Review and accept unaudited financial statements through the period ending September 30, 2022 (to be distributed).

\_\_\_\_\_

- C. Discuss funding of operations expenses and consider approval of a funding agreement between the District and Century at Belleview Place, LLC, if necessary.
- 
- D. Conduct Public Hearing to consider further amendment of the 2021 Budget. If necessary, consider adoption of Resolution to Amend the 2021 Budget (to be distributed – draft 2021 Budget Amendment and Resolution).
- 
- E. Review and consider approval of the draft 2021 Audit and authorize execution of Representations Letter (to be distributed).
- 
- F. Consider engagement of Wipfli LLP for preparation of 2022 Audit, for an amount not to exceed \$\_\_\_\_\_.
- 
- G. Conduct Public Hearing to consider amendment of the 2022 Budget. If necessary, consider adoption of Resolution to Amend the 2022 Budget (to be distributed – draft 2022 Budget Amendment and Resolution).
- 
- H. Discuss Operations Fee and Working Capital Fee. If necessary, consider adoption of an Amended and Restate Resolution Regarding the Imposition of District Fees.
- 
- I. Conduct Public Hearing on the proposed 2023 Budget and consider adoption of Resolution to Adopt the 2023 Budget and Appropriate Sums of Money and Resolution to Set Mill Levies (General Fund \_\_\_\_\_, Debt Service Fund \_\_\_\_\_, and Other Fund(s) \_\_\_\_\_ for a total mill levy of \_\_\_\_\_) (enclosures - preliminary Assessed Valuation, draft 2023 Budget and Resolution). 16
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- J. Review and consider adoption of Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan (enclosure).
- 
- K. Consider 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.
-

- L. Consider appointment of District Accountant to prepare the 2024 Budget.
- 

IV. LEGAL MATTERS

- A. Discuss status of conveyance of landscape tracts.
- 
- B. Review and consider adoption of Resolution Calling May 2, 2023 Election for Directors, appointing Designated Election Official (“DEO”) and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election. Self-Nomination Forms are due by February 24, 2023 (enclosure). Discuss the need for ballot issues and/or questions.
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V. COVENANT ENFORCEMENT / DESIGN REVIEW

- A. Discuss Parking Rules and Regulations and enforcement matters.
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- B. Discuss and consider adoption of Resolution Amending and Restating the Parking Rules and Regulations (to be distributed). Authorize any action necessary in connection therewith. [**Adjourn to executive session pursuant to Section 24-6-402(4)(b), C.R.S., to receive legal advice regarding Parking Rules and Regulations (if necessary)**].
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VI. OPERATION MATTERS

- A. Ratify approval of Service Agreement for Landscaping Services between the District and Consolidated Division Inc. d/b/a CDI Environment Contractor (enclosure).
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- B. Review proposal for dog station maintenance from Pet Scoop, Inc. and approve Service Agreement for said services (enclosures).
- 
- C. Review proposal for sidewalk and stair repairs from HARTCO, Inc. d/b/a CAM Services and approve Service Agreement for said services (enclosure).
-

- D. Review and consider approval of Proposal from Consolidated Division Inc. d/b/a CDI Environmental Contractor for 2022-2023 Snow Removal (enclosure).
- 

- E. Review and consider approval of Service Agreement for Towing Services between the District and Towing Operations, LLC d/b/a Wyatt's Towing (to be distributed).
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VII. OTHER MATTERS

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

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VIII. ADJOURNMENT **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2022.**

Informational Enclosure:

- Memo regarding New Rate Structure from Special District Management Services, Inc.

**From:** [Peggy Ripko](#)  
**To:** [Shawna Stevens](#)  
**Subject:** FW: Eric Dome - Metro Districts  
**Date:** Monday, September 19, 2022 1:26:55 PM  
**Attachments:** [image781604.png](#)  
[image115606.png](#)

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*Peggy Ripko*  
**District Manager & Community Management Division Manager**  
**Special District Management Services, Inc.**  
141 Union Boulevard, Suite 150  
Lakewood, CO 80228-1898  
[pripko@sdmsi.com](mailto:pripko@sdmsi.com)  
Phone: 303-987-0835

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**From:** Sarah L Williams <[Sarah.Williams@centurycommunities.com](mailto:Sarah.Williams@centurycommunities.com)>  
**Sent:** Wednesday, September 7, 2022 9:53 AM  
**To:** Peggy Ripko <[pripko@sdmsi.com](mailto:pripko@sdmsi.com)>  
**Subject:** FW: Eric Dome - Metro Districts

FYI

**Sarah L Williams**  
HOA Manager  
Colorado

Direct: [720.913.8924](tel:720.913.8924)



**Email:** [Sarah.Williams@centurycommunities.com](mailto:Sarah.Williams@centurycommunities.com)



8390 E Crescent Pkwy STE 650 Greenwood Village, CO 80111  
[www.centurycommunities.com](http://www.centurycommunities.com)

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**From:** Eric Dome  
**Sent:** Monday, May 16, 2022 11:54 AM  
**To:** Cindy Myers <[Cindy.Myers@centurycommunities.com](mailto:Cindy.Myers@centurycommunities.com)>; Sarah L Williams <[Sarah.Williams@centurycommunities.com](mailto:Sarah.Williams@centurycommunities.com)>; Brenda Owings

<[Brenda.Owings@centurycommunities.com](mailto:Brenda.Owings@centurycommunities.com)>; [diane@simmonswheeler.com](mailto:diane@simmonswheeler.com); Audrey Baker  
<[AudreyB@centurycommunities.com](mailto:AudreyB@centurycommunities.com)>; Elisabeth A. Cortese <[ecortese@specialdistrictlaw.com](mailto:ecortese@specialdistrictlaw.com)>

**Subject:** Eric Dome - Metro Districts

Ladies,

After 14 years with Century I have decided to pursue another opportunity and have tendered my resignation today. My last day will be Friday, May 27<sup>th</sup>. I wanted to give you time to figure what all needs to be done. I will be here the next two weeks and am happy to sign whatever is needed. My new job will be in Montrose, CO, so I can attend board meetings virtually if needed. I know it could take some time to replace me on the metro district boards.

Thanks to you all for being so wonderful to work with and I wish you nothing but the best.

**Eric Dome**

Vice President Risk Management  
Colorado

Direct: [303.268.8350](tel:303.268.8350)

Cell: [303.906.1201](tel:303.906.1201)



Email: [EricD@centurycommunities.com](mailto:EricD@centurycommunities.com)



8390 E Crescent Pkwy, Ste 650 Greenwood Village, Colorado 80111  
[www.centurycommunities.com](http://www.centurycommunities.com)

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**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 3, 2022, 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 3, 2022, 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 2023
Eric Dome	Second Regular Election, May 2025
Brian Mulqueen	Second Regular Election, May 2025
VACANT	Second Regular Election, May 2025

DATED this 28<sup>th</sup> day of March, 2022.

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

## 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 OCTOBER 20, 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, October 20, 2021, at 6:00 p.m. 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  
Brian Mulqueen  
Cynthia Myers

**Also, In Attendance Were:**

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

Emily Murphy, Esq.; McGeady Becher P.C.

Diane Wheeler; Simmons & Wheeler, P.C.

Jeff and Donna Goldberg; Residents

**DISCLOSURE OF  
POTENTIAL  
CONFLICTS OF  
INTEREST**

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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 Murphy that disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors.

**ADMINISTRATIVE  
MATTERS**

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**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

## RECORD OF PROCEEDINGS

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Agenda, as presented.

**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.

**Minutes:** The Board reviewed the Minutes of the August 18, 2021 Special Meeting.

Following discussion, upon motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the Minutes of the August 18, 2021 Special Meeting were approved.

**Resolution No. 2021-10-01; Resolution Establishing 2022 Regular Meeting Dates, Time, and Location, and Designating Location for Posting of 24-Hour Notices:** The Board discussed the business to be conducted in 2022.

Following discussion, upon motion duly made by Director Myers, seconded by Director Dome and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-10-01; Establishing 2022 Regular Meeting Dates, Time, and Location and Designating Location for Posting of 24-Hour Notices. The Board determined to schedule 2022 meetings on February 23, May 18, August 17, and October 19, 2022 at 6:00 P.M. via Zoom.

**§32-1-809, C.R.S. Reporting Requirements (Transparency Notice) and Mode of Eligible Elector Notification for 2022:** The Board discussed §32-1-809, C.R.S. reporting requirements and mode of eligible elector notification for 2022.

Following discussion, the Board directed staff to post the Transparency Notice on the Special District Association Website and the District Website.

**Vacancies on the Board:** The Board discussed the vacancies on the Board. No action was taken.

**PUBLIC  
COMMENTS**

\_\_\_\_\_  
Mrs. Goldberg asked about a bench in disrepair. Ms. Ripko stated she would follow up regarding the status of the repair.  
\_\_\_\_\_

## RECORD OF PROCEEDINGS

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### FINANCIAL MATTERS

**Claims:** The Board reviewed the payment of claims represented for the period beginning on August 1, 2021 through October 20, 2021, in the amount of \$33,271.21.

Following discussion, upon motion duly made by Director Myers, seconded by Director Dome and, upon vote, unanimously carried, the Board ratified approval of payment of claims for the period beginning on August 1, 2021 through October 20, 2021, in the amount of \$33,271.21.

**Unaudited Financial Statements:** The Board reviewed and accepted the unaudited financial statements through the period ending September 30, 2021.

Following review, upon motion duly made by Director Myers, seconded by Director Dome and, upon vote, unanimously carried, the Board accepted the unaudited financial statements through the period ending September 30, 2021.

**Engagement of Wipfli LLP for Preparation of 2021 Audit:** The Board considered the engagement of Wipfli LLP for the preparation of the 2021 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 2021 Audit in an amount not to exceed \$5,000.00.

**2021 Budget Amendment Hearing:** 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. 2021-10-02 to Amend the 2021 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

**2022 Budget Hearing:** The President opened the public hearing to consider the proposed 2022 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2022 Budget and the date, time and place of the public hearing was made in a

## RECORD OF PROCEEDINGS

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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 continued to November 4, 2021 at 5:00 p.m.

**Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan:** The Board deferred discussion.

**DLG-70 Mill Levy Certification Form:** The Board deferred discussion.

**2023 Budget Preparation:** The Board deferred discussion.

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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 3, 2022 Election for Directors:** The Board discussed the May 3, 2022 Election for Directors.

Following discussion, upon motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board adopted the Resolution Calling May 3, 2022 Election for Directors, appointing Designated Election Official (“DEO”), and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election.

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

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

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

Following discussion, upon motion duly made by Director Mulqueen, seconded by Director Dome and, upon vote, unanimously carried, the Board appointed Director Myers to the parking committee.

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### **CONSTRUCTION MATTERS**

**2021 Development/Construction Outlook:** The Board discussed the development and construction outlook.

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### **OPERATION MATTERS**

**Landscape Maintenance Services:** Ms. Ripko reviewed the summary of proposals for landscape maintenance services with the Board. Following discussion, the Board directed Ms. Ripko to obtain additional proposals.

## RECORD OF PROCEEDINGS

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**OTHER BUSINESS**

There was no other business for discussion by the Board at this time.

\_\_\_\_\_

**ADJOURNMENT**

Following discussion, upon motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board continued the meeting to November 4, 2021 at 5:00 p.m.

Respectfully submitted,

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

RESOLUTION TO AMEND 2021 BUDGET  
BELLEVIEW PLACE METROPOLITAN DISTRICT

WHEREAS, the Board of Directors of the Belleview Place Metropolitan District adopted a budget and appropriated funds for the fiscal year 2021 as follows:

General Fund	\$	174,387
Debt Service Fund:	\$	149,578
Capital Projects Fund:	\$	0.00

WHEREAS, the necessity has arisen for additional expenditures in the General Fund and the Debt Service Fund requiring the unanticipated expenditure of funds in excess of those appropriated for the fiscal year 2021; and

WHEREAS, the expenditure of such funds is a contingency which could not have been reasonably foreseen at the time of adoption of the budget; and

WHEREAS, funds are available for such expenditures in the General Service Fund from Developer Advances; and

WHEREAS, funds are available for such expenditures in the Debt Service Fund from transfers from the Capital Projects Fund; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Belleview Place Metropolitan District shall and hereby does amend the Budget for the fiscal year 2021 and adopts a supplemental budget and appropriation for the General and Debt Service Funds for the fiscal year 2021, as follows:

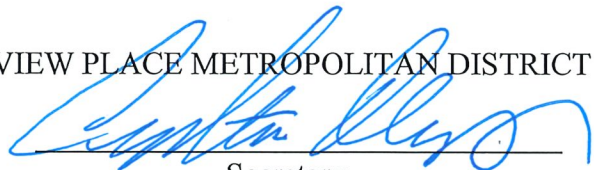
General Fund	\$	185,000
Debt Service Fund	\$	155,000

BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the District to the proper funds for the purposes stated.

DATED this 20<sup>th</sup> day of October, 2021.

BELLEVIEW PLACE METROPOLITAN DISTRICT

By:



Secretary

**Bellevue Place Metropolitan District**  
**Amended Budget**  
**General Fund**  
**For the Year ended December 31, 2021**

	Actual	Adopted	Actual	Amended
	<u>2020</u>	<u>2021</u>	<u>6/30/2021</u>	<u>2021</u>
Beginning fund balance	\$ (4,562)	\$ 23,935	\$ 3,662	\$ 8,454
Revenues:				
Property taxes	69,107	85,617	85,864	85,864
Specific ownership taxes	4,897	6,846	2,938	6,000
Property taxes-ARI	1,697	2,103	2,108	2,108
Specific ownership taxes	120	186	72	140
Homeowner fee	21,489	43,200	23,425	23,425
Other Fees	-	-	-	21,409
Working capital fee	-	12,500	-	12,500
Interest income	145	-	53	100
Total revenues	<u>117,555</u>	<u>150,452</u>	<u>114,460</u>	<u>176,546</u>
Total funds available	<u>112,993</u>	<u>174,387</u>	<u>118,122</u>	<u>185,000</u>
Expenditures:				
Audit/Accounting	9,708	10,000	8,084	15,000
Election	-	-	-	-
Insurance/ SDA Dues	2,689	4,500	3,466	3,466
Legal	38,832	25,000	22,901	30,000
Legal covenant enforcement	-	5,000	-	5,000
Common area lights	-	2,000	3,367	3,500
Signage	-	500	-	-
Gas and electric	-	3,500	-	-
Detention pond maintenance	-	2,500	-	-
Ground extra	-	2,500	-	-
Sprinkler repair	-	2,000	-	-
Perimeter walls/fence	-	2,500	-	-
Street/sidewalk repairs	-	2,500	-	-
Landscape contract	-	12,000	-	10,000
Street sweeping	-	1,000	-	-
Pet waste pickup	-	1,500	-	-
Trash	6,749	7,200	5,679	10,000
Snow	1,002	20,000	33,892	45,000
Irrigation water	10,217	7,500	-	-
Management	30,697	20,000	21,344	35,000
Miscellaneous	1,781	5,000	689	1,000
Covenant enforcement	-	12,000	-	6,000
ARI Mill levy	1,793	2,103	798	2,000
Treasurer's Fees	1,046	1,283	1,288	1,288
ARI Treasury's fees	25	32	32	32
Contingency	-	17,706	-	17,714
Emergency Reserve	-	4,563	-	-
Total expenditures	<u>104,539</u>	<u>174,387</u>	<u>101,540</u>	<u>185,000</u>
Ending fund balance	<u>\$ 8,454</u>	<u>\$ -</u>	<u>\$ 16,582</u>	<u>\$ -</u>
Assessed valuation		<u>\$ 1,895,377</u>		
ARI Mill Levy		<u>1.113</u>		
Mill Levy		<u>45.315</u>		



**Bellevue Place Metropolitan District  
Amended Budget  
Debt Service Fund  
For the Year ended December 31, 2021**

	Actual <u>2020</u>	Adopted Budget <u>2021</u>	Actual <u>6/30/2021</u>	Amended <u>2021</u>
Beginning fund balance	\$ -	\$ 565,112	\$ 569,334	\$ 569,334
Revenues:				
Property taxes	84,893	105,170	105,474	105,474
Specific ownership taxes	6,016	8,414	3,609	7,000
Interest Income	<u>186</u>	<u>-</u>	<u>110</u>	<u>150</u>
Total revenues	<u>597,800</u>	<u>113,584</u>	<u>109,193</u>	<u>112,624</u>
Total funds available	<u>597,800</u>	<u>678,696</u>	<u>678,527</u>	<u>681,958</u>
Expenditures:				
Bond interest expense	27,200	144,000	-	144,000
Treasurer's fees	1,266	1,578	1,582	2,000
Trustee / paying agent fees	-	4,000	-	4,000
Miscellaneous	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>28,466</u>	<u>149,578</u>	<u>1,582</u>	<u>150,000</u>
Ending fund balance	<u>\$ 569,334</u>	<u>\$ 529,118</u>	<u>\$ 676,945</u>	<u>\$ 531,958</u>
Assessed valuation		<u>\$ 1,895,377</u>		
Mill Levy		<u>55.664</u>		
Total Mill Levy		<u>102.092</u>		

# 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 29, 2021

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 29, 2021, at 10:00 a.m. 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  
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.

Sarah Williams; Century Communities

Jeff and Donna Goldberg; 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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**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 Dome, 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 Dome, 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.

**Resolution No. 2021-11-01; Resolution Establishing 2022 Regular Meeting Dates, Time, and Location, and Designating Location for Posting of 24-Hour Notices:**  
The Board discussed the business to be conducted in 2022.

Following discussion, upon motion duly made by Director Dome, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-11-01; Establishing 2022 Regular Meeting Dates, Time, and Location and Designating Location for Posting of 24-Hour Notices, and rescinded adoption of Resolution No. 2021-10-01; Establishing 2022 Regular Meeting Dates, Time, and Location and Designating Location for Posting of 24-Hour Notices as adopted on October 20, 2021. The Board determined to schedule 2022 meetings on May 18, and October 19, 2022 at 6:00 P.M. via Zoom.

### **PUBLIC COMMENTS**

There were no public comments.

### **FINANCIAL MATTERS**

**2022 Budget Hearing:** The President opened the public hearing to consider the proposed 2022 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of 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.

## RECORD OF PROCEEDINGS

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Following discussion, the Board considered the adoption of Resolution No. 2021-11-02; Resolution to Adopt the 2022 Budget and Appropriate Sums of Money, and Resolution No. 2021-11-03; Resolution to Set Mill Levies (General Fund at 55.000 mills, the Debt Service Fund at 55.664 mills, and ARI mill levy of 1.113 mills for a total mill levy of 111.777 mills). Upon motion duly made by Director Myers, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board adopted the Resolution No. 2021-11-02 and Resolution No. 2021-11-03 and authorized execution of the Certification of Budget. The District Accountant was directed to transmit the Certification of Tax Levies to the Board of County Commissioners of Arapahoe County no later than December 15, 2021. The District Manger was authorized to transmit the Certification of Budget to the Division of Local Government no later than January 30, 2022. A copy of the adopted Resolution is 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. 2021-11-04; Resolution 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. 2021-11-04; Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan. A copy of the adopted Resolution is attached to these Minutes 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 Dome 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.

**Appointment of District Accountant to Prepare the 2023 Budget:** The Board discussed the appointment of the District Accountant to prepare the 2023 Budget.

Following discussion, upon motion duly made by Director Myers, seconded by Director Dome and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2023 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.

## 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.

\_\_\_\_\_

**OPERATION  
MATTERS**

**Landscape Maintenance Services Agreement:** The Board reviewed the proposals for landscape maintenance services and discussed the approval of a Service Agreement for the services.

Following discussion and review, upon motion duly made by Director Myers, seconded by Director Dome and, upon vote, unanimously carried, the Board approved a Service Agreement for the landscape maintenance services with Consolidated Divisions Inc. d/b/a CDI Environmental Contractor subject to those revisions discussed at the meeting.

**Landscape Maintenance Services Agreement:** The Board determined this matter was not necessary

\_\_\_\_\_

**OTHER BUSINESS**

There was no other business for discussion by the Board at this time.

\_\_\_\_\_

**ADJOURNMENT**

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

\_\_\_\_\_

Respectfully submitted,

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

**RESOLUTION NO. 2022-10-\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE BELLEVIEW PLACE METROPOLITAN DISTRICT  
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND  
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

A. Pursuant to Section 32-1-903(1.5), C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.

B. Pursuant to Section 32-1-903(5), C.R.S., “location” means the physical, telephonic, electronic, or virtual place, or a combination of such means where a meeting can be attended. “Meeting” has the same meaning as set forth in Section 24-6-402(1)(b), C.R.S., and means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.

C. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district’s first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings (“**Notice of Meeting**”) will be physically posted at least 24 hours prior to each meeting (“**Designated Public Place**”). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting if a special district posts the Notice of Meeting online on a public website of the special district (“**District Website**”) at least 24 hours prior to each regular and special meeting.

E. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

F. Pursuant to Section 32-1-903(1.5), C.R.S., all meetings of the board that are held solely at physical locations must be held at physical locations that are within the boundaries of the district or that are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the physical location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

G. The provisions of Section 32-1-903(1.5), C.R.S., may be waived if: (1) the proposed change of the physical location of a meeting of the board appears on the agenda of a meeting; and (2) a resolution is adopted by the board stating the reason for which meetings of the board are to be held in a physical location other than under Section 32-1-903(1.5), C.R.S., and further stating the date, time and physical location of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Belleview Place Metropolitan District (the “**District**”), Arapahoe County, Colorado:

1. That the provisions of Section 32-1-903(1.5), C.R.S., be waived pursuant to the adoption of this Resolution.

2. That the Board of Directors (the “**District Board**”) has determined that conducting meetings at a physical location pursuant to Section 32-1-903(1.5), C.R.S., would be inconvenient and costly for the directors and consultants of the District in that they live and/or work outside of the twenty (20) mile radius requirement.

3. That regular meetings of the District Board for the year 2023 shall be held on February \_\_, May \_\_, August \_\_ and October \_\_, 2023 at 6:00 p.m., virtually via Zoom.

4. That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each director.

5. That, until circumstances change, and a future resolution of the District Board so designates, the physical location and/or method or procedure for attending meetings of the District Board virtually (including the conference number or link) shall appear on the agenda(s) of said meetings.

6. That the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s) physical location(s), and any such objections shall be considered by the District Board in setting future meetings.

7. That the District has established the following District Website, [bellevueplacemd.colorado.gov](http://bellevueplacemd.colorado.gov), and the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to meetings pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.

8. That, if the District is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:

9. On a light pole at the Southeast corner of East Belleview Ave and East Belleview Drive

10. Special District Management Services, Inc. or his/her designee, is hereby appointed to post the above-referenced notices.

**[SIGNATURE PAGE TO RESOLUTION ESTABLISHING REGULAR MEETING  
DATES, TIME, AND LOCATION, AND DESIGNATING LOCATION FOR 24-HOUR  
NOTICES]**

RESOLUTION APPROVED AND ADOPTED on October \_\_, 2022.

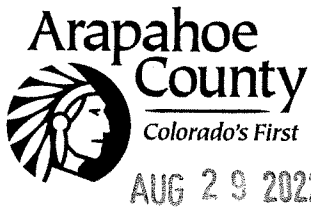
**BELLEVIEW PLACE METROPOLITAN  
DISTRICT**

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

Attest:

\_\_\_\_\_  
Secretary





PK Kaiser, MBA, MS

Assessor

August 24, 2022

OFFICE OF THE ASSESSOR  
5334 S. Prince Street  
Littleton, CO 80120-1136  
Phone: 303-795-4650  
TDD: Relay-711  
Fax:303-738-7863

<http://co-arapahoe-ptoc.publicaccessnow.com>  
[arapahoep@arapahoegov.com](mailto:arapahoep@arapahoegov.com)

AUTH 4055 BELLEVIEW PLACE METRO DIST  
SPECIAL DISTRICT MANAGEMENT  
SERVICES INC  
C/O PEGGY RIPKO  
141 UNION BLVD SUITE 150  
LAKEWOOD CO 80228

Code # 4055

### CERTIFICATION OF VALUATION

The Arapahoe County Assessor reports a taxable assessed valuation for your taxing entity for 2022 of:

\$2,732,827

The breakdown of the taxable valuation of your property is enclosed.

As further required by CRS 39-5-128(1), you are hereby notified to officially certify your levy to the Board of County Commissioners no later than December 15.

CRS 39-1-111(5) requires that this office transmit a notification by December 10 of any changes to valuation made after the original certification.

PK Kaiser, MBA, MS  
Arapahoe County Assessor

enc

## CERTIFICATION OF VALUATION BY ARAPAHOE COUNTY ASSESSOR

New Tax Entity  YES  NO

Date: August 24, 2022

**NAME OF TAX ENTITY:** BELLEVIEW PLACE METRO DIST

**USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY**

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2022:

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	2,568,000
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	2,732,827
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	2,732,827
5. NEW CONSTRUCTION: *	5.	\$	424,496
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7. ANNEXATIONS/INCLUSIONS:	7.	\$	0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Φ	9.	\$	0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	0
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	0

‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec 20(8)(b), Colo. Constitution  
 \* New construction is defined as: Taxable real property structures and the personal property connected with the structure.  
 ≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.  
 Φ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

**USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY**

IN ACCORDANCE WITH ART X, SEC 20, COLO. CONSTITUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2022:

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	37,440,983
<b>ADDITIONS TO TAXABLE REAL PROPERTY</b>			
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	6,107,870
3. ANNEXATIONS/INCLUSIONS:	3.	\$	0
4. INCREASED MINING PRODUCTION: §	4.	\$	0
5. PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$	0

**DELETIONS FROM TAXABLE REAL PROPERTY**

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8.	\$	0
9. DISCONNECTIONS/EXCLUSIONS:	9.	\$	0
10. PREVIOUSLY TAXABLE PROPERTY:	10.	\$	0

¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.  
 \* Construction is defined as newly constructed taxable real property structures.  
 § Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:

1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$	0
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IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **		\$	165
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\*\* The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED TO THE COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

## CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

**TO:** County Commissioners<sup>1</sup> of \_\_\_\_\_, Colorado.

On behalf of the \_\_\_\_\_,  
(taxing entity)<sup>A</sup>  
 the \_\_\_\_\_,  
(governing body)<sup>B</sup>  
 of the \_\_\_\_\_,  
(local government)<sup>C</sup>

**Hereby** officially certifies the following mills to be levied against the taxing entity's GROSS \$ \_\_\_\_\_ assessed valuation of: (GROSS<sup>D</sup> assessed valuation, Line 2 of the Certification of Valuation Form DLG 57<sup>E</sup>)

**Note:** If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area<sup>F</sup> the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ \_\_\_\_\_ (NET<sup>G</sup> assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)  
**USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10**

**Submitted:** \_\_\_\_\_ for budget/fiscal year \_\_\_\_\_  
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE <small>(see end notes for definitions and examples)</small>	LEVY <sup>2</sup>	REVENUE <sup>2</sup>
1. General Operating Expenses <sup>H</sup>	_____ mills	\$ _____
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction <sup>I</sup>	< _____ > mills	\$ < _____ >
<b>SUBTOTAL FOR GENERAL OPERATING:</b>	[ ] mills	\$ [ ]
3. General Obligation Bonds and Interest <sup>J</sup>	_____ mills	\$ _____
4. Contractual Obligations <sup>K</sup>	_____ mills	\$ _____
5. Capital Expenditures <sup>L</sup>	_____ mills	\$ _____
6. Refunds/Abatements <sup>M</sup>	_____ mills	\$ _____
7. Other <sup>N</sup> (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
<b>TOTAL:</b> [ Sum of General Operating Subtotal and Lines 3 to 7 ]	[ ] mills	\$ [ ]

Contact person: \_\_\_\_\_ Daytime phone: ( ) \_\_\_\_\_  
 Signed: \_\_\_\_\_ Title: \_\_\_\_\_

*Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.*

<sup>1</sup> If the taxing entity's boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.  
<sup>2</sup> Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

**CERTIFICATION OF TAX LEVIES, continued**

**THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.).** Taxing entities that are Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

**CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:**

**BONDS<sup>J</sup>:**

1. Purpose of Issue: \_\_\_\_\_  
Series: \_\_\_\_\_  
Date of Issue: \_\_\_\_\_  
Coupon Rate: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_
  
2. Purpose of Issue: \_\_\_\_\_  
Series: \_\_\_\_\_  
Date of Issue: \_\_\_\_\_  
Coupon Rate: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_

**CONTRACTS<sup>K</sup>:**

3. Purpose of Contract: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Principal Amount: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_
  
4. Purpose of Contract: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Principal Amount: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

Notes:

<sup>A</sup> **Taxing Entity**—A jurisdiction authorized by law to impose ad valorem property taxes on taxable property located within its territorial limits (please see notes B, C, and H below). For purposes of the DLG 70 only, a *taxing entity* is also a geographic area formerly located within a *taxing entity's* boundaries for which the county assessor certifies a valuation for assessment and which is responsible for payment of its share until retirement of financial obligations incurred by the *taxing entity* when the area was part of the *taxing entity*. For example: an area of excluded property formerly within a special district with outstanding general obligation debt at the time of the exclusion or the area located within the former boundaries of a dissolved district whose outstanding general obligation debt service is administered by another local government<sup>C</sup>.

<sup>B</sup> **Governing Body**—The board of county commissioners, the city council, the board of trustees, the board of directors, or the board of any other entity that is responsible for the certification of the *taxing entity's* mill levy. For example: the board of county commissioners is the governing board ex officio of a county public improvement district (PID); the board of a water and sanitation district constitutes ex officio the board of directors of the water subdistrict.

<sup>C</sup> **Local Government** - For purposes of this line on Page 1 of the DLG 70, the *local government* is the political subdivision under whose authority and within whose boundaries the *taxing entity* was created. The *local government* is authorized to levy property taxes on behalf of the *taxing entity*. For example, for the purposes of this form:

1. a municipality is both the *local government* and the *taxing entity* when levying its own levy for its entire jurisdiction;
2. a city is the *local government* when levying a tax on behalf of a business improvement district (BID) *taxing entity* which it created and whose city council is the BID board;
3. a fire district is the *local government* if it created a subdistrict, the *taxing entity*, on whose behalf the fire district levies property taxes.
4. a town is the *local government* when it provides the service for a dissolved water district and the town board serves as the board of a dissolved water district, the *taxing entity*, for the purpose of certifying a levy for the annual debt service on outstanding obligations.

<sup>D</sup> **GROSS Assessed Value** - There will be a difference between gross assessed valuation and net assessed valuation reported by the county assessor only if there is a “tax increment financing” entity (see below), such as a downtown development authority or an urban renewal authority, within the boundaries of the *taxing entity*. The board of county commissioners certifies each *taxing entity's* total mills upon the *taxing entity's* Gross Assessed Value found on Line 2 of Form DLG 57.

<sup>E</sup> **Certification of Valuation by County Assessor, Form DLG 57** - The county assessor(s) uses this form (or one similar) to provide valuation for assessment information to a *taxing entity*. The county assessor must provide this certification no later than August 25<sup>th</sup> each year and may amend it, one time, prior to December 10<sup>th</sup>. Each entity must use the **FINAL** valuation provided by assessor when certifying a tax levy.

<sup>F</sup> **TIF Area**—A downtown development authority (DDA) or urban renewal authority (URA), may form plan areas that use “tax increment financing” to derive revenue from increases in assessed valuation (gross minus net, Form DLG 57 Line 3) attributed to the activities/improvements within the plan area. The DDA or URA receives the differential revenue of each overlapping *taxing entity's* mill levy applied against the *taxing entity's* gross assessed value after subtracting the *taxing entity's* revenues derived from its mill levy applied against the net assessed value.

<sup>G</sup> **NET Assessed Value**—The total taxable assessed valuation from which the *taxing entity* will derive revenues for its uses. It is found on Line 4 of Form DLG 57. **Please Note:** A downtown development authority (DDA) may be both a *taxing entity* and have also created its own *TIF area* and/or have a URA *TIF Area* within the DDA's boundaries. As a result DDAs may both receive operating revenue from their levy applied to their certified *NET assessed value* and also receive TIF revenue generated by any *tax entity* levies overlapping the DDA's *TIF Area*, including the DDA's own operating levy.

---

**<sup>H</sup> General Operating Expenses (DLG 70 Page 1 Line 1)**—The levy and accompanying revenue reported on Line 1 is for general operations and includes, in aggregate, all levies for and revenues raised by a *taxing entity* for purposes not lawfully exempted and detailed in Lines 3 through 7 on Page 1 of the DLG 70. For example: a fire pension levy is included in general operating expenses, unless the pension is voter-approved, if voter-approved, use Line 7 (Other).

**<sup>I</sup> Temporary Tax Credit for Operations (DLG 70 Page 1 Line 2)**—The Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction of 39-1-111.5, C.R.S. may be applied to the *taxing entity*'s levy for general operations to effect refunds. Temporary Tax Credits (TTCs) are not applicable to other types of levies (non-general operations) certified on this form because these levies are adjusted from year to year as specified by the provisions of any contract or schedule of payments established for the payment of any obligation incurred by the *taxing entity* per 29-1-301(1.7), C.R.S., or they are certified as authorized at election per 29-1-302(2)(b), C.R.S.

**<sup>J</sup> General Obligation Bonds and Interest (DLG 70 Page 1 Line 3)**—Enter on this line the total levy required to pay the annual debt service of all general obligation bonds. Per 29-1-301(1.7) C.R.S., the amount of revenue levied for this purpose cannot be greater than the amount of revenue required for such purpose as specified by the provisions of any contract or schedule of payments. Title 32, Article 1 Special districts and subdistricts must complete Page 2 of the DLG 70.

**<sup>K</sup> Contractual Obligation (DLG 70 Page 1 Line 4)**—If repayment of a contractual obligation with property tax has been approved at election and it is not a general obligation bond (shown on Line 3), the mill levy is entered on this line. Per 29-1-301(1.7) C.R.S., the amount of revenue levied for this purpose cannot be greater than the amount of revenue required for such purpose as specified by the provisions of any contract or schedule of payments.

**<sup>L</sup> Capital Expenditures (DLG 70 Page 1 Line 5)**—These revenues are not subject to the statutory property tax revenue limit if they are approved by counties and municipalities through public hearings pursuant to 29-1-301(1.2) C.R.S. and for special districts through approval from the Division of Local Government pursuant to 29-1-302(1.5) C.R.S. or for any *taxing entity* if approved at election. Only levies approved by these methods should be entered on Line 5.

**<sup>M</sup> Refunds/Abatements (DLG 70 Page 1 Line 6)**—The county assessor reports on the *Certification of Valuation* (DLG 57 Line 11) the amount of revenue from property tax that the local government did not receive in the prior year because taxpayers were given refunds for taxes they had paid or they were given abatements for taxes originally charged to them due to errors made in their property valuation. The local government was due the tax revenue and would have collected it through an adjusted mill levy if the valuation errors had not occurred. Since the government was due the revenue, it may levy, in the subsequent year, a mill to collect the refund/abatement revenue. An abatement/refund mill levy may generate revenues up to, but not exceeding, the refund/abatement amount from Form DLG 57 Line 11.

1. Please Note: Pursuant to Article X, Section 3 of the Colorado Constitution, if the *taxing entity* is in more than one county, as with all levies, the abatement levy must be uniform throughout the entity's boundaries and certified the same to each county. To calculate the abatement/refund levy for a *taxing entity* that is located in more than one county, first total the abatement/refund amounts reported by each county assessor, then divide by the *taxing entity*'s total net assessed value, then multiply by 1,000 and round down to the nearest three decimals to prevent levying for more revenue than was abated/refunded. This results in an abatement/refund mill levy that will be uniformly certified to all of the counties in which the *taxing entity* is located even though the abatement/refund did not occur in all the counties.

**<sup>N</sup> Other (DLG 70 Page 1 Line 7)**—Report other levies and revenue not subject to 29-1-301 C.R.S. that were not reported above. For example: a levy for the purposes of television relay or translator facilities as specified in sections 29-7-101, 29-7-102, and 29-7-105 and 32-1-1005 (1) (a), C.R.S.; a voter-approved fire pension levy; a levy for special purposes such as developmental disabilities, open space, etc.

## IMPORTANT POINTS TO REMEMBER

Please use the "Certification of Tax Levies for Non-School Governments" form enclosed. Include a contact name and a daytime telephone number.

All taxing authorities are required to certify their levies to the Commissioners no later than December 15. Signed mill levies will be accepted via email, mail or FAX.

**Submitting your "Certification of Tax Levies for Non-School Governments" form by email is the best way to ensure the information is delivered directly to the Budget Division.**

Email forms to [financebudgeting@arapahoegov.com](mailto:financebudgeting@arapahoegov.com)

Mail: Board of County Commissioners  
**c/o Budget Division**  
5334 S. Prince St.  
Littleton, CO 80120

FAX: 303-738-7929  
**Attn: Budget Division**

Mill levies should be calculated to three decimal places.

*If the levy has been determined to equal zero, please certify a zero mill levy to eliminate any confusion.*

For questions concerning "Certification of Tax Levies for Non-School Governments," please contact our Budget Division by telephone at 303-795-4690 or via e-mail at [financebudgeting@arapahoegov.com](mailto:financebudgeting@arapahoegov.com) or visit our website at:

<https://www.arapahoegov.com/1186/>

For questions concerning certified taxable values, please contact:

Julia McQueen  
Arapahoe County Assessor's Office  
5334 S. Prince St.  
Littleton, CO 80120  
Phone: 303-795-4672





**Bellevue Place Metropolitan District**  
**Proposed Budget**  
**General Fund**  
**For the Year ended December 31, 2023**

	Actual	Adopted	Actual	Estimate	Proposed
	<u>2021</u>	<u>2022</u>	<u>6/30/2022</u>	<u>2022</u>	<u>2023</u>
Beginning fund balance	\$ 930	\$ 1,305	\$ (62,030)	\$ (62,030)	(48,215)
Revenues:					
Property taxes	85,889	141,240	140,419	141,240	154,629
Specific ownership taxes	5,919	11,194	4,357	9,000	12,370
Property taxes-ARI	2,109	2,858	2,841	2,858	3,129
Specific ownership taxes	145	247	88	160	250
Homeowner fee	31,613	21,600	3,791	21,600	81,000
Other Fees	-	5,000	-	5,000	5,000
Working capital fee	-	2,500	-	2,500	2,500
Interest and other income	52	50	253	500	50
Developer advances	-	-	-	-	-
Total revenues	<u>125,727</u>	<u>184,689</u>	<u>151,749</u>	<u>182,858</u>	<u>258,928</u>
Total funds available	<u>126,657</u>	<u>185,994</u>	<u>89,719</u>	<u>120,828</u>	<u>210,713</u>
Expenditures:					
Audit/Accounting	17,117	12,500	4,291	12,500	12,500
Election	-	5,000	-	-	5,000
Insurance/ SDA Dues	4,912	4,500	6,973	6,973	8,000
Legal	54,177	20,000	12,232	36,000	36,000
Legal covenant enforcement	-	5,000	-	5,000	5,000
Common area lights	-	3,000	-	-	1,500
Signage	-	250	40	100	250
Gas and electric	-	1,500	906	1,200	2,000
Detention pond maintenance	-	1,000	-	-	-
Ground extra	-	1,000	2,170	2,170	3,000
Sprinkler repair	-	3,500	1,032	2,500	3,500
Street/sidewalk repairs	-	1,000	-	-	-
Landscape contract	-	25,000	12,536	25,000	27,000
Pet waste pickup	-	750	-	-	-
Utilities	22,357	-	-	-	-
Trash	13,116	12,960	8,235	15,000	16,826
Snow	33,893	35,000	32,411	32,411	32,000
Irrigation water	-	7,500	3,742	4,000	4,500
Management	35,165	20,000	13,229	20,000	21,700
Miscellaneous	4,408	1,000	1,439	2,000	2,000
Covenant enforcement	-	12,000	-	-	6,510
ARI Mill levy	2,222	2,858	2,887	2,858	3,129
Treasurer's Fees	1,288	2,118	2,106	1,288	2,319
ARI Treasury's fees	32	43	43	43	47
Contingency	-	3,192	-	-	12,682
Emergency Reserve	-	5,323	-	-	5,000
Total expenditures	<u>188,687</u>	<u>185,994</u>	<u>104,272</u>	<u>169,043</u>	<u>210,713</u>
Ending fund balance	<u>\$ (62,030)</u>	<u>\$ -</u>	<u>\$ 16,582</u>	<u>\$ (48,215)</u>	<u>-</u>
Assessed valuation		<u>\$ 2,568,000</u>			<u>2,732,827</u>
ARI Mill Levy		<u>1.113</u>			<u>1.145</u>
Mill Levy		<u>55.000</u>			<u>56.582</u>

**Bellevue Place Metropolitan District**  
**Proposed Budget**  
**Debt Service Fund**  
**For the Year ended December 31, 2023**

	Actual	Adopted	Actual	Estimate	Proposed
	<u>2021</u>	<u>Budget</u>	<u>6/30/2022</u>	<u>2022</u>	<u>Budget</u>
		<u>2022</u>			<u>2023</u>
Beginning fund balance	\$ 569,334	\$ 532,376	\$ 536,613	\$ 605,942	<u>610,305</u>
Revenues:					
Property taxes	105,504	142,945	142,114	142,945	156,495
Specific ownership taxes	7,271	11,436	4,410	9,000	12,520
Interest Income	<u>234</u>	<u>-</u>	<u>937</u>	<u>2,000</u>	<u>1,500</u>
Total revenues	<u>113,009</u>	<u>154,381</u>	<u>147,461</u>	<u>153,945</u>	<u>170,515</u>
Total funds available	<u>682,343</u>	<u>686,757</u>	<u>684,074</u>	<u>759,887</u>	<u>780,820</u>
Expenditures:					
Bond interest expense	144,000	144,000	72,000	144,000	144,000
Treasurer's fees	1,583	2,144	2,132	1,582	2,347
Trustee / paying agent fees	<u>-</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>
Total expenditures	<u>145,583</u>	<u>150,144</u>	<u>78,132</u>	<u>149,582</u>	<u>150,347</u>
Ending fund balance	<u>\$ 536,760</u>	<u>\$ 536,613</u>	<u>\$ 605,942</u>	<u>\$ 610,305</u>	<u>630,473</u>
Assessed valuation		<u>\$ 2,568,000</u>			<u>2,732,827</u>
Mill Levy		<u>55.664</u>			<u>57.265</u>
Total Mill Levy		<u>111.777</u>			<u>114.992</u>

**RESOLUTION NO. 2022-10-\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS OF BELLEVIEW PLACE  
METROPOLITAN DISTRICT AUTHORIZING ADJUSTMENT OF THE DISTRICT  
MILL LEVY IN ACCORDANCE WITH THE SERVICE PLAN**

- A. Belleview Place Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado pursuant to Title 32, Colorado Revised Statutes.
- B. The District operates pursuant to its Service Plan approved by the City Council of the City of Aurora, Colorado, on March 5, 2018 (the “**Service Plan**”), which provides the District with the authority to impose mill levies on taxable property. Such mill levies will be the primary source of revenue for repayment of debt service, public improvements, and operations and maintenance costs of the District.
- C. The Service Plan authorizes a maximum mill levy of fifty (50) mills for the payment of Debt (as defined in the Service Plan) (the “**Maximum Debt Mill Levy**”) and requires the District to impose the ARI Mill Levy (as defined in the Service Plan) upon the taxable property within the District pursuant to the provisions of the Service Plan (the ARI Mill Levy with the Maximum Debt Mill Levy are collectively referred to herein as the “**Maximum Mill Levies**”).
- D. The Service Plan authorizes adjustment of the Maximum Mill Levies if, on or after January 1, 2004 (the “**Baseline Year**”), there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement. The Maximum Mill Levies may be increased or decreased to reflect such changes. Such increases or decreases shall be determined by the Board of Directors (the “**Board**”) in good faith (such determination to be binding and final) so that, to the extent possible, the actual tax revenues generated by the respective mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes.
- E. The Service Plan provides that, for purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.
- F. At the time of the Baseline Year, the residential assessment ratio set by the Colorado General Assembly (the “**General Assembly**”) was 7.96%.
- G. In 2017, the General Assembly passed House Bill 17-1349, which amended Section 39-1-104.2, C.R.S. by setting the ratio of valuation for assessment for real residential property at 7.2% (decreased from 7.96%) for property tax years commencing on and after January 1, 2017, until the next property tax year that the General Assembly determined to adjust the ratio of valuation for assessment for residential real property.
- H. In 2019, the General Assembly passed Senate Bill 19-255, further amending Section 39-1-104.2, C.R.S. by setting the ratio of valuation for assessment for real residential property at 7.15% (decreased from 7.2%) for property tax years commencing on or after January

1, 2019, until the next property tax year that the General Assembly determines to adjust the ratio of valuation for assessment for residential real property.

I. In 2020, the voters of the State of Colorado passed Amendment B (“**Amendment B**”), which repealed Article X, Section 3 of the Colorado Constitution such that the ratio of valuation for assessment of real property for 2021 and thereafter, unless further amended by the General Assembly or voters of the State, is 7.15%.

J. In 2021, the General Assembly passed Senate Bill 21-293, further amending Section 39-1-104.2, C.R.S. by, among other things: (i) creating two classes of residential real property, being single family residential real property and multifamily residential real property, and (ii) for property tax year 2023, setting the ratio of valuation for assessment for single family residential real property at 6.95% (decreased from 7.15%) and setting the ratio of valuation for assessment for multifamily residential real property at 6.80% (decreased from 7.15%).

K. The Arapahoe County Assessor has indicated that the real property within the District shall be categorized for the tax year 2023 as single family residential real property and shall therefore have a ratio of valuation for assessment for residential real property at 6.95% (decreased from 7.15%).

L. In compliance with the Service Plan, in order to mitigate the effect of the reduction in the ratio of valuation for residential real property as set by Senate Bill 21-293 for property tax year 2022 (for collection year 2023), the Board determines it to be in the best interest of the District, its residents, users, property owners, and the public, to adjust the Maximum Mill Levies, so that the actual tax revenues to be received by the District are neither diminished nor enhanced as a result of the change in the ratio of valuation for assessment since the Baseline Year.

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

1. The Board hereby authorizes the adjustment of the Maximum Debt Mill Levy and the ARI Mill Levy to reflect that Senate Bill 21-293 set the ratio of valuation for assessment for residential real property to 6.95%, which is a change from the 7.96% ratio of valuation for assessment of residential property as of the Baseline Year.

2. The Service Plan allows for a mill levy imposition of [REDACTED] mills for the payment of Debt (the “**Adjusted Debt Mill Levy**”) and a mill levy imposition of [REDACTED] mills for the ARI Mill Levy (the “**Adjusted ARI Mill Levy**”) and with the Adjusted Debt Mill Levy, the “**Adjusted Mill Levies**”) so that District revenues shall be neither diminished nor enhanced as a result of the ratio of valuation for assessment being set at 6.95% for collection year 2023.

3. The Adjusted Mill Levies shall be reflected in the District’s Certification of Tax Levies to be submitted to the Arapahoe Board of County Commissioners on or before December 15, 2022, for collection in 2023.

**[SIGNATURE PAGE TO RESOLUTION AUTHORIZING ADJUSTMENT OF THE  
DISTRICT MILL LEVY IN ACCORDANCE WITH THE SERVICE PLAN]**

RESOLUTION APPROVED AND ADOPTED ON October 19, 2022.

**BELLEVIEW PLACE METROPOLITAN  
DISTRICT**

---

President

Attest:

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Secretary

RESOLUTION NO. 2022 - 10 - \_\_  
A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE BELLEVUE PLACE METROPOLITAN DISTRICT  
TO ADOPT THE 2023 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Bellevue Place Metropolitan District (“District”) has appointed the District Accountant to prepare and submit a proposed 2023 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2022, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on October 19, 2022, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution ("TABOR") and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

WHEREAS, the Board of Directors of the District has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any interfund transfers listed therein, so as not to impair the operations of the District.

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

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Bellevue Place Metropolitan District for the 2023 fiscal year.
2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. That the sums set forth as the total expenditures of each fund in the budget attached hereto as **EXHIBIT A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

ADOPTED this 19th day of October, 2022.

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Secretary

EXHIBIT A  
(Budget)



I, Cynthia Myers, hereby certify that I am the duly appointed Secretary of the Belleview Place Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2023, duly adopted at a meeting of the Board of Directors of the Belleview Place Metropolitan District held on October 19, 2022.

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

RESOLUTION NO. 2022 - 10 - 04  
A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE BELLEVIEW PLACE METROPOLITAN DISTRICT  
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Belleview Place Metropolitan District (“District”) has adopted the 2023 annual budget in accordance with the Local Government Budget Law on October 19, 2022; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2023 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

WHEREAS, the amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget; and

WHEREAS, the amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Belleview Place Metropolitan District:

1. That for the purposes of meeting all general fund expenses of the District during the 2023 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purposes of meeting all debt service fund expenses of the District during the 2023 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That the District Accountant of the District is hereby authorized and directed to immediately certify to the County Commissioners of Arapahoe County, Colorado, the mill levies for the District as set forth in the District’s Certification of Tax Levies (attached hereto as **EXHIBIT A** and incorporated herein by reference), recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

ADOPTED this 19th day of October, 2022.

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Secretary

**EXHIBIT A**  
(Certification of Tax Levies)

**RESOLUTION NO. 2022-10-\_\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
BELLEVIEW 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 Belleview 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. [REDACTED] 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 [REDACTED], 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 [REDACTED], 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 October 19, 2022.

**BELLEVIEW PLACE METROPOLITAN  
DISTRICT**

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

Attest:

\_\_\_\_\_  
Secretary



ENVIRONMENTAL CONTRACTOR

5585 W. Airport Rd  
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 ✉ sales@cdi-services.com

<b>To:</b> SDMS	<b>Contact:</b> Michelle Gardner
<b>Address:</b> 141 Union Boulevard, Suite 150 Lakewood, CO 80228	<b>Phone:</b> 303-987-0835
	<b>Fax:</b> 303-987-2032
<b>Project Name:</b> Belleview Place - Mulch Refresh	<b>Bid Number:</b>
<b>Project Location:</b> Aurora, CO	<b>Bid Date:</b> 10/11/2022
<b>Addendum #:</b> N/a	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Washington Red Wood Mulch - 2" Depth Refresh	36,500.00	SF	\$0.94	\$34,310.00

**Total Bid Price: \$34,310.00**

**Notes:**

- This proposal does not include all mulched areas. Only the areas highlighted on the map.
- **This proposal is good for 60 days following the date given on the proposal.**
- **Consolidated Divisions, Inc. dba CDI | ENVIRONMENTAL CONTRACTOR**  
**An Equal Opportunity Employer**

**Payment Terms:**

Payment due 30 days from invoice.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Consolidated Divisions, Inc Db a CDI Environmental Contractors</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Cory France 303-501-5697 coryf@cdi-services.com</p>
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E Belleview Ave E Belleview Ave E Belleview Ave E Belleview Ave E Belleview Ave E Belleview Ave

E Belleview Dr

S Fairplay St

Newport Lanes

Residence in A new build town home community...

S Fairplay St

Trolling Rowing

E Belleview Dr

E Belleview Dr

S Shalom Park C

S Fairplay St



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 ( <i>please be sure to check box</i> )	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</b> <b>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</b> <b>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.*

-----

\_\_\_\_\_  
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 ( <i>please be sure to check box</i> )	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</b> <b>is per visit</b>	1	50.00	50.00
<b>Twice per Week</b> - Dog Station Maintenance - (includes: stocking rolled doggie bags as needed, replace trash liners, dispose of waste) - <b>rate is per dog station per visit</b>	6	9.95	59.70
<b>Weekly</b> - Dog Station Maintenance - (includes: stocking rolled doggie bags as needed, replace trash liners, dispose of waste) - <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

---

Signature of Client

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

-----  


---

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: Monday, May 09, 2022
JOB NAME AND ADDRESS: Belleview Place Metro District
14874 E Belleview Ave., Aurora, CO 80015

Sidewalk & Stairs \$4,590

- 42' L x 4' W x 4" D
# 3 Rebar, 4500 PSI cement with extra fiber
Prep and compact dirt for concrete pouring.
Build steps up to code so no railing will be needed. 3" PVC pipe will be installed as needed for future irrigation repair or modifications.
Landscape repairs and irrigation modifications will be bid separately after job is completed and we know what needs to be moved.
Job will take approximately two days to complete weather permitting.

Accepted by:

SDMS (print name & sign)

Date

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



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

**RESOLUTION NO. 2022-10-\_\_**

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

**AMENDING AND RESTATING THE 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. On February 17, 2021, the District adopted Resolution No. 2021-02-01 Regarding Parking Rules and Regulations whereby the District adopted Parking Rules and Regulations (the “**Original Parking Rules and Regulations**”) applicable to all roadways and portions of roadways, including designated parking spaces, owned and maintained by the District.

F. For the purpose of providing for the orderly and efficient enforcement of parking on all roadways and portions of roadways, including designated parking spaces, owned and maintained by the District, the District desires to updated, replace, and supersede the Original Parking Rules and Regulations.

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. Effective as of October 19, 2022, the Original Parking Rules and Regulations shall be superseded and replaced in the entirety by 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 further 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 October 19, 2022.

**BELLEVUE PLACE METROPOLITAN DISTRICT**

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

Attest:

\_\_\_\_\_  
Secretary

DRAFT



## EXHIBIT A

### PARKING RULES AND REGULATIONS

#### I. APPLICABILITY.

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

#### II. DEFINITIONS

1. **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.
2. **Valid Parking Spaces**. Valid Parking Spaces are those portions of the District Roadways designated as parking spaces by painted markings or posted signs as described in **Exhibit 1**.
3. **Fire Lanes**. Fire Lanes are those portions of the District Roadways upon which a Fire Lane Easement exists pursuant to the Shalom Park Subdivision Filing No. 4 and which is designated by posted signs or painted markings as described in **Exhibit 1**.
4. **No Parking Zones**. No Parking Zones are all areas of the District Roadways that are not otherwise designated as Fire Lanes or a Valid Parking Spaces and are designated by posted signs or painted markings. No Parking Zones are described in **Exhibit 1**.
5. **Recreational Vehicle**. A Recreational Vehicle means a vehicle designed to be used primarily as temporary living quarters for recreational, camping, travel, or seasonal use that either has its own motor power or is mounted on or towed by another vehicle. Recreational vehicle includes camping trailers, fifth wheel trailers, motor homes, travel trailers, multipurpose trailers, and truck campers.
6. **Inoperable/Damaged/Unsightly Vehicle**. An Inoperable/Damaged/Unsightly Vehicle means a Vehicle that has not been driving under its own propulsion for a period of twenty-four (24) consecutive hours or longer, does not have an operable propulsion system installed, has broken windows or windshields, or has missing wheels, tires, motor, or transmission, is leaking excessive fluids, or has flat tires.
7. **Abandoned Vehicle**. An Abandoned Vehicle means a Vehicle that has not been moved for a period of twenty-four (24) consecutive hours or longer.

### III. **PARKING VIOLATIONS**

1. Generally. It shall be unlawful for any owner or operator of a Vehicle to park a Vehicle in any manner upon any District Roadways except for those expressly designated Valid Parking Spaces as more particularly described in **Exhibit 1** unless:

- a. necessary to avoid conflict with other traffic,
- b. when done in compliance with the directions of a police officer or traffic-control signal, sign or device; or
- c. momentarily for the purpose of actively and continuously loading or unloading passengers when such parking does not obstruct, impede or endanger any traffic.

2. Fire Lanes. must remain unobstructed to provide access to the Fire Department and other emergency vehicles. It shall be unlawful for any owner or operator of a Vehicle to park any Vehicle in any manner upon Fire Lanes.

3. No Parking Zone. It shall be unlawful for any owner or operator of a Vehicle to park any Vehicle in a designated No Parking Zone.

4. Handicap Space. It shall be unlawful for any owner or operator of a Vehicle to park any Vehicle in a Valid Parking Space that is designated as a handicap space upon the District Roadways without a valid disability placard or license plate.

5. Obstruction of Traffic. Obstructions to District Roadways pose impediments to the fire department and other emergency vehicles in addition to other drivers. It shall be unlawful for any owner or operator of a Vehicle to park for any amount of time any Vehicle upon the District Roadways in such manner or under such conditions as to:

- a) leave available less twenty (20) feet of width of the District Roadways for free movement of vehicular traffic;
- b) prevent another Vehicle from accessing a designated parking or the District Roadways; or
- c) otherwise interfere with the flow of vehicular traffic.

6. Parking in Excess of Twenty-Four (24) Hours/Abandoned Vehicle. It shall be unlawful for any owner or operator of a Vehicle to leave that Vehicle parked in a Valid Parking Space for a period in excess of twenty-four (24) 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 twenty-four (24) hour period of time.

7. Inoperable/Damaged/Unsightly Vehicle/Abandoned. It shall be unlawful for any owner or operator to leave an Inoperable, Damaged, or Unsightly Vehicle parked in a Valid Parking

Space in excess of twenty-four (24) hours. The twenty-four (24) hour time limit includes the cumulative time spent on any District Roadways.

8. 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.

9. Flat Tire. It shall be unlawful for any person to leave any Vehicle with a flat tire in a Valid Parking Space in excess of twenty-four (24) hours.

10. Vehicle Repair. It shall be unlawful for any person to park or operate a Vehicle in a Valid Parking Space 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.

11. Recreational Vehicles. It shall be unlawful for any person to park any Recreational Vehicle or any accessories related to any Recreational Vehicle in a Valid Parking Space for longer than a cumulative total of twenty-four (24) hours.

#### **IV. TOWING, FINES AND IMMOBILIZATION**

1. 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 and administrative fees for parking violations against the Vehicle owner.

2. Warning Citations. The District shall cause a warning citation to be issued for Vehicles parked in violation of these Parking Rules and Regulations, except for those violations in subsection IV.3 below which may be towed without a warning citation after reasonable notice. The District reserves the right to remove, tow or immobilize the Vehicle at the owner's cost and expense if any of these violations continue for more than twenty-four (24) hours following issuance of the citation.

3. Towing after Reasonable Notice. In addition to violations of these Rules and Regulations continuing for more than twenty-four (24) hours and in addition to Fines or Administrative Fees, the District may also authorize the towing and/or immobilization of Vehicles in violation Rules III.2 (Parking in a Fire Lane) and III.3 (Parking in a No Parking Zone) upon reasonable notice. Reasonable notice for violations of Rule III.2 and III.3 shall be deemed given through posted signs indicating parking may result in the immediate towing of the Vehicle.

4. Fines and Administrative Fees. The District may assess an administrative fee or fine 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**

DRAFT



5585 W. Airport Rd  
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 ✉ sales@cdi-services.com

<b>To:</b> Belleview Place	<b>Contact:</b> Peggy Ripko
<b>Address:</b> Aurora	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> Belleview Place Snow - 2022-2023	<b>Bid Number:</b> SNOW-8093
<b>Project Location:</b> Denver Metro, CO	<b>Bid Date:</b> 8/31/2022
<b>Addendum #:</b> NA	

Service	Scope	Ice Mitigation	Service	Scope	Ice Mitigation
Parking Area/ Drive Lanes	3"	Per Request	Private Sidewalks	2"	Per Request

Other/Special Requirements \_\_\_\_\_

**AGREEMENT TERMS: October 1, 2022 – May 31, 2023**

Contractor proposes to provide all labor and materials necessary to complete snow and ice management in accordance with the following details, specifications and estimates.

Line #	Item Description	Estimated Quantity	Unit	Unit Price
1	4x4 Pickup With Plow	1.00	HR	\$125.00
2	Sand Truck	1.00	HR	\$125.00
3	ATV With Plow	1.00	HR	\$110.00
4	Zero-Turn With Plow	1.00	HR	\$110.00
5	Skidsteer With Plow	1.00	HR	\$155.00
6	Loader With Box Or Bucket	1.00	HR	\$295.00
7	Snow Blower	1.00	HR	\$95.00
8	Dump Truck	1.00	HR	\$160.00
9	Tractor With Plow	1.00	HR	\$295.00
10	Laborer	1.00	HR	\$68.00
11	Snow Captain Site Supervision	1.00	HR	\$78.00
12	Ice Slicer (Granular)	1.00	TON	\$275.00
13	Ice Melt	1.00	BAG	\$48.00

**Notes:**

- **Note:** The above stated rates are based on time and material. All services are charged portal to portal. There is a minimum charge of 1 hour per push for each piece of equipment used, and such minimum charge shall also include 1 hour of snow supervision and 1 bag (50 lb) ice melt and/or 1/2 ton ice slicer. Client agrees to pay Contractor for time and materials utilized by the contractor, including the minimum charge stated herein. Items listed above include the operator fee in the hourly rate.
- **Fuel Surcharge:** If fuel prices exceed \$4.00 per gallon for gasoline or \$4.50 per gallon for diesel, a surcharge of 8% will be charged on top of the above rates. Additionally, if material costs exceed more than 20% of quoted vendor price and/or cost at the beginning of the season, material prices will be adjusted to reflect such increases and Client agrees to pay the increase. **By signing this Contract, Contractor and Client agree to the above pricing, including this fuel surcharge.**
- **Snow Staking:** Staking of the site(s) will be billed at the above hourly rate, which includes materials. In the event that Client elects to not have the site(s) staked by Contractor prior to commencement of snow/ice removal, then Contractor shall not be responsible for any damage to the site which occurs as a result of snow/ice removal operations.
- **Terms and Conditions.**
- 1. Contractor will furnish labor, materials, supervision and necessary equipment to perform snow/ice removal services as set forth on page one. Services will be provided for length of time specified in "agreement term." Contractor will provide only the services outlined and only at the locations ("site(s)") referenced on page one.
- 2. Contractor will not be responsible for anything that is not included on page one of this Contract. Contractor shall not be held responsible for any damage resulting from Client's (or its agent's) lack of or improper staking of the site(s). If Contractor provides land marking at the site(s), Contractor shall be responsible for items that are damaged by Contractor that have been land marked and will repair, replace, or credit client for such damages which were not present prior to contracted services. However, in order for this provision to apply, Contractor must be notified by Client in writing within 48 hours of such damage occurring, otherwise, any claim for such damage is irrevocably waived by Client.



**ENVIRONMENTAL CONTRACTOR**

5585 W. Airport Rd  
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 ✉ sales@cdi-services.com

<b>To:</b> Belleview Place	<b>Contact:</b> Peggy Ripko
<b>Address:</b> Aurora	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> Belleview Place Snow - 2022-2023	<b>Bid Number:</b> SNOW-8093
<b>Project Location:</b> Denver Metro, CO	<b>Bid Date:</b> 8/31/2022
<b>Addendum #:</b> NA	

- 3. Contractor shall not be liable for untimely notice of accumulation by Client for snow removal. Neither will Contractor be liable for any damages resulting from Client's failure to timely or appropriately request services from Contractor.
- 4. Contractor reserves the right to stop work, with or without notice, if Client does not pay each invoice in full within ten (10) days of the invoice date. In the event that Contractor stops work under this provision, Contractor shall have no obligation to maintain, care for, or provide any service for the site(s) unless and until all of Client's outstanding account is brought current. While Contractor has no responsibility for the sites(s), Contractor shall not be liable for any injuries to Client or to any invitee, guest, or licensee of Client related to accumulation or other hazardous conditions on the site(s). Further, Client acknowledges and agrees that Contractor has the right to record a mechanic's lien against any real property for which Contractor provides the services hereunder.
- 5. Client further agrees to pay Contractor a finance charge of 1.75% per month (21% per annum) for any amount which is not paid in full within fifteen (15) days of the invoice date. Client shall also pay Contractor's fees incurred in association with collection including, but not limited, to attorneys' fees, collection agency fees, and court costs.
- 6. This Contract shall be governed, construed and enforced in accordance with the laws of the State of Colorado. Any controversy or claim arising out of or relating to this contract shall be settled by Med-Arb, as defined in C.R.S. § 13-22-302 (mediation/arbitration) or in a court of competent jurisdiction in the State of Colorado, County of Douglas, at Contractor's sole discretion. If Med-Arb is selected by Contractor, then Contractor and Client shall mutually agree upon a mediator/arbitrator, or if they cannot agree, then Contractor shall select from a list of American Arbitration Association arbiters in Denver, Colorado. If applicable, Med-Arb shall be under the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association and shall take place in Denver, Colorado. Any settlement agreement shall include reasonable attorney fees and costs incurred by the successful party plus interest at the legal rate. Judgment may be entered upon any such award in any Court of competent jurisdiction, which shall be final and binding upon the parties. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS CONTRACT
- 7. To the extent allowed by law, Contractor shall not be responsible or liable to Client or to any third-party for any damages to existing walks, curbs, driveways, speed bumps, expansion joints, rubber-coated decks, cesspools, septic tanks, utility lines, sprinkler systems, arches, shrubs, lawn, trees, or other personal property, appurtenances or improvements, or for any damage to the site(s) itself (collectively "Damages"), except in the case of Contractor's gross negligence.. Client shall indemnify, defend and hold Contractor harmless for any and all Damages caused by Client or any of its agents, employees, suppliers, vendors, assigns, or anyone under Client's direction, permission or control.
- 8. If, after Contractor has declared the work completed, Client claims that work still remains to be done, Client shall give Contractor reasonable (in time and amount of detail) notice and opportunity to complete the work before proceeding to hire any other entity to complete the services. Upon Contractor's completion of any corrective work claimed by Client, Contractor shall be entitled to payment of the full of the Contract Price then remaining due.
- 9. This Contract may be amended by a written change order or other agreement signed by both parties, or by Client requesting additional services be performed, Contractor performing said services, and Client accepting such work from Contractor.
- 10. This Contract constitutes the entire contract between the parties and neither party shall be bound by any oral statements or representation by any party or agent
- 11. No action arising from or related to the Contract, or the performance thereof, shall be commenced by either party against the other more than one year after the completion or cessation of work under this Contract. This limitation applies to all actions of any character, whether a law or in equity, and whether sounding in contract, tort, or otherwise.
- 12. Contractor agrees to complete its work under this Contract in a good and workmanlike manner, but is not responsible for failures or defects which result from work done by others.
- 13. Contractor shall not be liable for any claim, loss, expense, damage or cause of action resulting in any matter whatsoever, directly or indirectly, from weather conditions, unless such claim is caused by negligence of Contractor.
- 14. In the event CDI mobilizes on a Holiday, as defined below, all rates are doubled. "Holidays" shall consist of the following days/times:
  - Thanksgiving Day 12:01 am – 11:59 pm
  - Christmas Day 12:01 am – 11:59 pm
  - New Years' Day 12:01 am – 11:59 pm
- 15. Client understands and agrees that Contractor's response time will be affected by events beyond Contractor's control (e.g. governmental emergency, equipment failure, unusually severe weather conditions, etc.) Client further understands that response time will be affected by Contractor's ability to travel to the site(s), and that Contractor may be delayed or even prevented from reaching the site(s). Client also acknowledges that the rate of snowfall and wind conditions dramatically affect snow/ice management operations. Accordingly, Client agrees that Contractor shall not be held to any specific level of performance, other than it shall make a reasonable, good faith effort to complete the work specified herein.



5585 W. Airport Rd  
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 ✉ sales@cdi-services.com

<b>To:</b> Belleview Place	<b>Contact:</b> Peggy Ripko
<b>Address:</b> Aurora	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> Belleview Place Snow - 2022-2023	<b>Bid Number:</b> SNOW-8093
<b>Project Location:</b> Denver Metro, CO	<b>Bid Date:</b> 8/31/2022
<b>Addendum #:</b> NA	

- 16. At no time will Contractor be liable for personal injury or property damage caused by changing winter weather conditions before, during or after the snow/ice removal has been completed.
- 17. Contractor may terminate this Contract at any time, upon ten (10) work days' written notice to Client, for non-payment and may terminate this Contract at any time, upon fifteen (15) work days' written notice to Client, for any other reason. Client may terminate this Contract upon fifteen (15) work days' written notice to Contractor if Contractor fails to cure or take reasonable steps to cure any defaults under this Contract within seven (7) work days of Contractor's receipt of written notice from Client specifying the alleged defaults.
- 18. Client understands and acknowledges that Contractor's crews may not work safely in blizzard or blizzard-like conditions, or if temperatures and/or wind conditions make the wind chill factor below 20 degrees Fahrenheit. Client understands that Contractor reserves the right to have its crew(s) cease working in such conditions.
- 19. If any provision of this Contract is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.
- 20. Whenever any provision of this Contract requires the giving of written notice, such notice shall be delivered to Client at the address stated on page one, or to Contractor at: CDI, 5585 Airport Rd, Sedalia, CO 80135, [INSERT EMAIL]. The notice shall be effective as of the date of personal delivery or email delivery, or on the fifth day after mailing (which mailing must be certified mail, postage prepaid and return receipt requested).

**ACCEPTANCE OF CONTRACT**

- The undersigned representative of Client hereby acknowledges, represents and warrants to Contractor that: i) he/she is authorized to represent Client with respect to this Contract and has been authorized to sign on Client's behalf; ii) Client is the owner of the site(s) listed on page one of this Contract ("Owner"), or is the authorized representative of the Owner and has the authority to enter into this Contract on behalf of Owner; iii) HE/SHE HAS READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS PROPOSAL, iv) he/she has received from Contractor a completed copy of this Contract, including the Job Estimate, if applicable, v) in consideration of the products, materials and services to be provided by Contractor, he/she accepts the terms and conditions of the Contract in its entirety and, on behalf of Client and Owner, authorizes Contractor to acquire the
- Billing Contact Info:  
Contact Name and Phone Number \_\_\_\_\_  
Email \_\_\_\_\_  
Company information, (If different than proposal header) \_\_\_\_\_

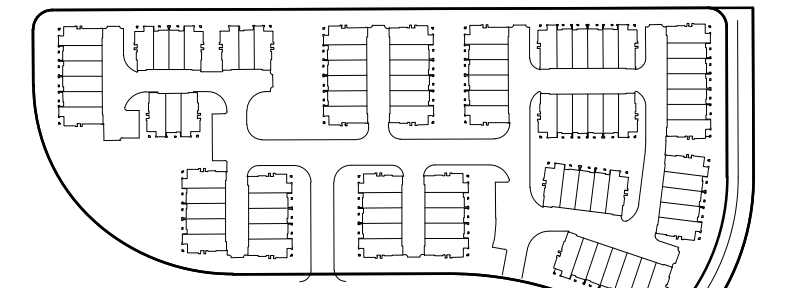
**Consolidated Divisions, Inc.** dba **CDI** | ENVIRONMENTAL CONTRACTOR  
An Equal Opportunity Employer

**Payment Terms:**

Payment due 30 days from invoice.

<p><b>ACCEPTED:</b></p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b></p> <p><b>Consolidated Divisions, Inc Db a CDI Environmental Contractors</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Jamie Salisbury 303.241.1853 jamies@cdi-services.com</p>
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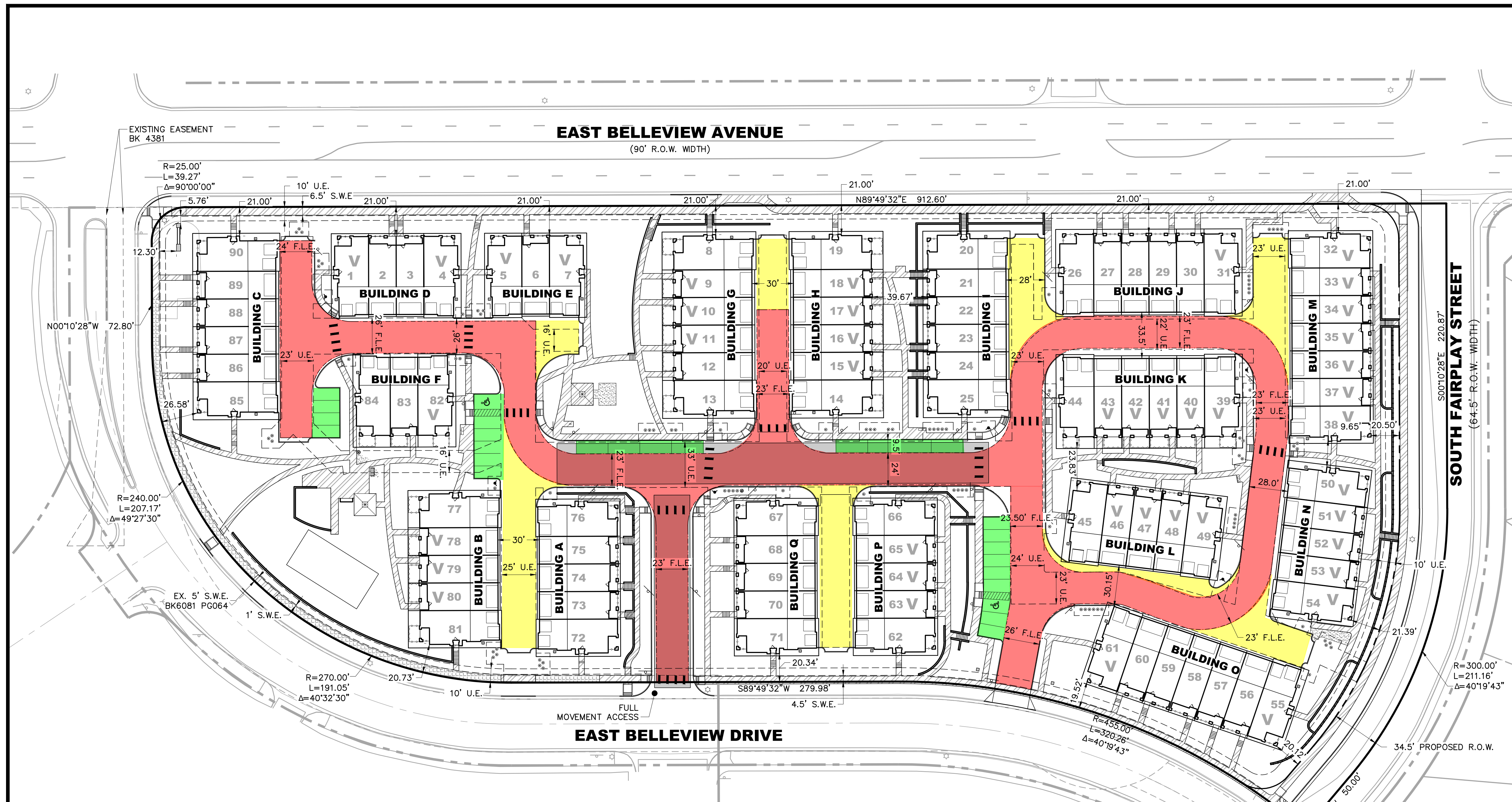




KEYMAP  
NORTH

LEGEND

- PROPERTY BOUNDARY \_\_\_\_\_
- RIGHT-OF-WAY \_\_\_\_\_
- EASEMENT - - - - -
- FIRE LANE EASEMENT - - - - -
- SETBACK - - - - -
- FENCE - - - - -
- U.E. - UTILITY EASEMENT
- S.W.E. - SIDEWALK EASEMENT
- F.L.E. - FIRE LANE EASEMENT
- PROPOSED FIRE HYDRANT
- PROPOSED WATER METER
- PROPOSED STREET LIGHT
- EXISTING STREET LIGHT
- V VISITABLE UNIT
- 42 LOT NUMBER
- 1 PARKING COUNT
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- PROPOSED CRUSHER FINES
- PROPOSED ASPHALT PAVEMENT



- FIRE LANE - NO PARKING
- ACCESS EASEMENT - NO PARKING
- PERMITTED GUEST PARKING

SHALOM PARK  
SUBDIVISION  
FILING NO. 2  
(ZONED: PD ELDER CARE)

WOODGATE SOUTH  
SUBDIVISION  
FILING NO. 1  
(ZONED: PD SINGLE  
FAMILY  
DEVELOPMENT)

**PROJECT BENCHMARK:**  
CITY OF AURORA BENCHMARK #5S6617SE004.  
RECOVERED A CHISELED CROSS IN THE TOP OF CURB LOCATED, ON THE NORTH SIDE OF WEST BOUND ORCHARD ROAD, NEAR MTN. BELL MANHOLE IN THE SIDEWALK, 0.15 MILES MORE OR LESS EAST OF S. MOBILE STREET AND 0.2 MILES MORE OR LESS WEST OF S. BUCKLEY ROAD.  
ELEVATION = 5675.63 (NAVD 88)



PATH: P:\CENTURY SP\CADD\CIVIL\12 CD\12SP1.DWG  
 PLOTTED BY: Brian Philippi PLOT DATE: 10/12/2017 12:56 PM  
 XREFS: 12\MOSP, 12\ANNO, 12\TB, 10\PT, 10\EPN, 10\PPN, 10\BAs.

DATE	REVISION	DESCRIPTION

Drawing Name 12SP1.dwg			
Job Number CENTURY SP	Designer KH	Drafter BTP	Checked RWL
Prepared For CENTURY LAND HOLDINGS			

**Calibre**  
 Calibre Engineering, Inc.  
 9090 South Ridgeline Boulevard, Suite 105  
 Highlands Ranch, CO 80129 (303) 730-0434  
 www.calibre-engineering.com  
 Construction Management Civil Engineering Surveying

**SHALOM PARK FILING NO. 4**  
**PARKING AREA DESIGNATIONS**

Sheet <b>SP1</b>	11 of
Date OCTOBER 13, 2017	





141 Union Boulevard, Suite 150  
Lakewood, CO 80228-1898  
303-987-0835 • Fax: 303-987-2032

## MEMORANDUM

TO: Board of Directors

FROM: Christel Gemski  
Executive Vice-President

DATE: September 2, 2022

RE: Notice of 2023 Rate Increase

A rectangular box containing a handwritten signature in blue ink that reads "Christel Gemski".

In accordance with the Management Agreement (“Agreement”) between the District and Special District Management Services, Inc. (“SDMS”), at the time of the annual renewal of the Agreement, the hourly rate described in Article III for management and all services shall increase by the CPI (8.5%) per hour.

We hope you will understand that it is necessary to increase our rates due to increasing gas and operating costs along with new laws and rules implemented by our legislature.