

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>
Cynthia Myers	President	2027/May 2027
VACANT		2025/May 2025
VACANT		2027/May 2027
VACANT		2025/May 2025
VACANT		2025/May 2025

DATE: November 21, 2023

TIME: 6:00 P.M.

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

Join Zoom Meeting

<https://us02web.zoom.us/j/86267550643?pwd=V3RnRGRtWkRyUjZzc1VMWTJFZjFHdz09>

Meeting ID: 862 6755 0643

Passcode: 987572

Dial in: 1-253-215-8782

I. ADMINISTRATIVE MATTERS

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

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

C. Acknowledge resignation of Brian Mulqueen from the Board of Directors effective July 28, 2023 (enclosure).

D. Discuss results of May 2, 2023, Regular Election (enclosure).

E. Discuss Board vacancies.

F. Consider appointment of officers:

President: _____
Treasurer: _____
Secretary: _____
Assistant Secretary _____
Assistant Secretary: _____

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

H. Discuss business to be conducted in 2024 and location (**virtual and/or physical**) of meetings. Review and consider approval of Resolution Establishing 2024 Regular Meeting Dates, Time, and Location, and Designating Location for Posting of 24-Hour Notices (enclosure).

I. Discuss insurance requirements (public officials' liability, general liability, workers' compensation, comprehensive crime and cybersecurity) [District's existing Position Schedule Bond is valid through May 8, 2024].

- i. Discuss need for cyber security and increased crime coverage.
- ii. Establish Insurance Committee to make final determinations regarding insurance, if necessary.
- iii. Authorize renewal of District's insurance and Special District Association ("SDA") membership for 2024.

J. Discuss requirements of Section 32-1-809, C.R.S., and direct staff regarding compliance for 2024 (District Transparency Notice).

II. PUBLIC COMMENT

A. _____

III. FINANCIAL MATTERS

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

- B. Review and accept unaudited financial statements through the period ending _____, 2023 (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 amendment of the 2023 Budget. If necessary, consider adoption of Resolution to Amend the 2023 Budget.

- E. Ratify approval and filing of 2022 Audit and execution of Representations Letter (to be distributed).

- F. Consider engagement of Wipfli LLP for preparation of 2023 Audit.

- G. Conduct Public Hearing on the proposed 2024 Budget and consider adoption of Resolution to Adopt the 2024 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 2024 Budget and Resolutions).

- H. Review and consider adoption of Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan (enclosure).

- I. 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.

- J. Consider appointment of District Accountant to prepare the 2025 Budget.

IV. LEGAL MATTERS

- A. Acknowledge acceptance of Tracts B, C, D, E, and F Shalom Park Subdivision Filing No. 4, Arapahoe County, Colorado.

- B. Discuss and consider adoption of Resolution Amending Policy on Colorado Open Records Act Requests (enclosure).
-

V. COVENANT ENFORCEMENT / DESIGN REVIEW

- A. Update regarding covenant enforcement.
-

VI. OPERATION MATTERS

- A. Ratify approval of Task Order No. 2 to the Master Service Agreement for Landscaping Services between the District and Consolidated Divisions Inc. d/b/a CDI Environmental Contractor for 2023 Landscaping Services (enclosure).
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- B. Ratify approval of Task Order No. 3 to the Master Service Agreement for Landscaping Services between the District and Consolidated Divisions Inc. d/b/a CDI Environmental Contractor for removal and replacement of sod (enclosure).
-

- C. Ratify approval of Task Order No. 4 to Master Service Agreement for Landscaping Services between the District and Consolidated Divisions Inc. d/b/a CDI Environmental Contractor for removal and replacement of sod due to vehicle damage and repair fire damage to downspout (enclosure).
-

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

- E. Review proposal for re-striping from HARTCO, LLC, d/b/a CAM Services and authorize preparation of a Service Agreement for said services (enclosure).
-

- F. Review Proposal from Consolidated Divisions Inc. d/b/a CDI Environmental Contractor for 2023-2024 Snow Removal and authorize preparation of a Service Agreement for said services (enclosure).
-

- G. Discuss parking issues regarding Postal carrier spot and fire lane signs (enclosures).
-

H. Discuss status of operations and maintenance map.

VII. OTHER MATTERS

A.

VIII. ADJOURNMENT **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2023.**

Informational Enclosure:

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

August 8, 2023

Elisabeth A. Cortese
Shareholder
McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203-1254

Re: Board Resignations

Dear Elisabeth,

To my knowledge you are legal counsel to each of the metropolitan districts listed below. I am delivering this notice to you, with directions to deliver the same to the Board of Directors of such metropolitan districts.

Effective as of July 28, 2023, I hereby resign my position as a director and, as applicable, an officer, of the Board of Directors of the following metropolitan districts:

1. Belleview Place Metropolitan District;
2. Chaparral Pointe Metropolitan District;
3. Cherry Hills City Metropolitan District;
4. East Virginia Village Metropolitan District;
5. Red Barn Metropolitan District; and
6. Marin Metropolitan District.

It has been a pleasure to serve on the Board of Directors.

Very truly yours,

DocuSigned by:

F64CCFD0594E4CC...
Brian Mulqueen

cc: Carl Nelson (via email to Carl.Nelson@centurycommunities.com)
Cindy Myers (via email to Cindy.Myers@centurycommunities.com)
Brenda Owings (via email to Brenda.Owings@centurycommunities.com)
Audrey Baker (via email to AudreyB@centurycommunities.com)

NOTICE OF CANCELLATION
and
CERTIFIED STATEMENT OF RESULTS
§1-13.5-513(6), 32-1-104, 1-11-103(3) C.R.S.

NOTICE IS HEREBY GIVEN by the Belleview Place Metropolitan District, Arapahoe County, Colorado, that at the close of business on the sixty-third 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; therefore, the election to be held on May 2, 2023 is hereby canceled pursuant to section 1-13.5-513(6) C.R.S.

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

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

/s/Peggy Ripko
(Designated Election Official)

Contact Person for the District:	Peggy Ripko
Telephone Number of the District:	303-987-0835
Address of the District:	141 Union Boulevard, Suite 150, Lakewood, CO 80228
District Facsimile Number:	303-987-2032
District Email:	pripko@sdmsi.com

RECORD OF PROCEEDINGS

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

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

Directors in Attendance Were:

Brian Mulqueen
Cynthia Myers

Also, In Attendance Were:

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

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

Diane Wheeler; Simmons & Wheeler, P.C.

Brenda Owings; Century Communities

Brittany Horstman; Moeller Graf, P.C.

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

**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.

RECORD OF PROCEEDINGS

ADMINISTRATIVE MATTERS

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

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

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

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

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

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

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

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

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

RECORD OF PROCEEDINGS

President	Cynthia Myers
Treasurer	Brian Mulqueen
Secretary	Peggy Ripko

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

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

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

President	Cynthia Myers
Treasurer	Brian Mulqueen
Secretary	Shadee Ardalan

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

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

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

RECORD OF PROCEEDINGS

PUBLIC COMMENTS

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

FINANCIAL MATTERS

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

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

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

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

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

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

2021 Audit: The Board reviewed the draft 2021 Audit.

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

RECORD OF PROCEEDINGS

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

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

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

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

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

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

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

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

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

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

RECORD OF PROCEEDINGS

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

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

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

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

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

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

LEGAL MATTERS

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

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

COVENANT ENFORCEMENT/

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

RECORD OF PROCEEDINGS

DESIGN REVIEW

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

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

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

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

OPERATION MATTERS

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

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

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

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

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

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

proposal from Consolidated Divisions Inc. d/b/a CDI Environmental Contractor for 2022-2023 Snow Removal.

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

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

OTHER BUSINESS

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

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

**ATTORNEY STATEMENT
REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION**

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

Signed

Elisabeth A. Cortese

Dated:

November 14, 2022

RESOLUTION NO. 2023-11-____

**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 2024 shall be held on _____ at _____, 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, <https://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:

(a) On a light pole at the Southeast corner of East Belleview Ave and East Belleview Drive

9. Special District Management Services, Inc., or its designee, is hereby appointed to post the above-referenced notices.

[SIGNATURE PAGE FOLLOWS]

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

RESOLUTION APPROVED AND ADOPTED on November 21, 2023.

**BELLEVIEW PLACE METROPOLITAN
DISTRICT**

By: _____
President

Attest:

Secretary

RESOLUTION NO. 2023-11-____

RESOLUTION TO AMEND BUDGET

**RESOLUTION OF THE BELLEVIEW PLACE METROPOLITAN DISTRICT TO
AMEND THE 2023 BUDGET**

Pursuant to Section 29-1-109, C.R.S., the Board of Belleview Place Metropolitan District (the “**District**”), hereby certifies that a special meeting of the Board of Directors of the District was held on November 14, 2022, by virtual means.

A. At such meeting, the Board of Directors of the District adopted that certain Resolution No. 2022-11-03 to Adopt Budget appropriating funds for the fiscal year 2023 as follows:

General Fund	\$218,428
Debt Service Fund	\$150,347

B. The necessity has arisen for additional _____ Fund appropriations requiring the expenditure of funds in excess of those appropriated for the fiscal year 2023.

C. The source and amount of revenues for such expenditures, the purposes for which such revenues are being appropriated, and the fund(s) which shall make such supplemental expenditures are described on **Exhibit A**, attached hereto and incorporated herein by this reference.

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 2023 as follows:

_____ Fund \$ _____

BE IT FURTHER RESOLVED, that such sum is hereby appropriated from unexpected revenues available to the District to the _____ Fund for the purpose stated.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION OF THE BELLEVIEW PLACE
METROPOLITAN DISTRICT TO AMEND THE 2023 BUDGET]**

RESOLUTION APPROVED AND ADOPTED on November 21, 2023.

**BELLEVIEW PLACE METROPOLITAN
DISTRICT**

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT A

Original and Amended Budget Appropriations



PK Kaiser, MBA, MS

Assessor

August 24, 2023

AUG 29 2023

OFFICE OF THE ASSESSOR
5334 S. Prince Street
Littleton, CO 80120-1136
Phone: 303-795-4600
TDD: Relay-711
Fax: 303-797-1295
www.arapahoegov.com/assessor
assessor@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 2023 of:

\$3,601,212

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, 2023

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 2023:

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	2,732,827
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	3,601,212
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	3,601,212
5. NEW CONSTRUCTION: *	5.	\$	0
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.): ☐	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.

☐ 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 2023:

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	51,685,377
--	----	----	------------

ADDITIONS TO TAXABLE REAL PROPERTY

2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	0
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
---	----	----	---

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **		\$	162
--	--	----	-----

** 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.

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

TO: County Commissioners¹ of _____, Colorado.

On behalf of the _____
(taxing entity)^A
the _____
(governing body)^B
of the _____
(local government)^C

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

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F 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^G 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 (see end notes for definitions and examples)	LEVY ²	REVENUE ²
1. General Operating Expenses ^H	_____ mills	\$ _____
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< _____ > mills	\$ < _____ >
SUBTOTAL FOR GENERAL OPERATING:	<input type="text"/> mills	\$ <input type="text"/>
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: <small>[Sum of General Operating Subtotal and Lines 3 to 7]</small>	<input type="text"/> mills	\$ <input type="text"/>

Contact person: _____ Daytime phone: (____) _____
(print)
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.

¹ 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.
² 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^J:

- 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^K:

- 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.

Bellevue Place Metropolitan District
Proposed Budget
General Fund
For the Year ended December 31, 2024

	Actual	Adopted	Actual	Estimate	Proposed
	<u>2022</u>	<u>2023</u>	<u>6/30/2023</u>	<u>2023</u>	<u>2024</u>
Beginning fund balance	\$ (13,813)	-	\$ (22,068)	\$ (22,068)	104
Revenues:					
Property taxes	141,989	154,629	154,648	154,648	209,407
Specific ownership taxes	8,961	12,370	5,075	10,000	16,753
Property taxes-ARI	2,109	3,129	3,129	3,129	4,235
Specific ownership taxes	145	250	103	250	339
Misc Income	-	-	-	-	-
Homeowner fee	21,883	40,500	40,500	40,500	40,500
Other Fees	-	5,000	11,860	15,000	5,000
Working capital fee	-	2,500	-	-	2,500
Interest and other income	2,095	50	772	1,000	50
Developer advances	48,215	-	-	-	-
Total revenues	<u>225,397</u>	<u>218,428</u>	<u>216,087</u>	<u>224,527</u>	<u>278,784</u>
Total funds available	<u>211,584</u>	<u>218,428</u>	<u>194,019</u>	<u>202,459</u>	<u>278,888</u>
Expenditures:					
Audit/Accounting	13,511	12,500	5,039	15,000	13,000
Election	-	5,000	659	659	-
Insurance/ SDA Dues	6,973	8,000	7,828	7,900	7,500
Legal	43,360	36,000	18,504	37,000	36,000
Legal covenant enforcement	-	5,000	-	-	5,000
Common area lights	-	1,500	-	-	1,500
Signage	40	250	-	-	250
Gas and electric	2,091	2,000	996	2,000	2,000
Ground extra	-	3,000	-	3,000	3,000
Sprinkler repair	7,689	3,500	-	3,500	3,500
Landscape contract	29,631	27,000	14,947	30,000	27,000
Trash	16,942	16,826	8,882	17,000	19,000
Snow	59,620	32,000	29,851	39,000	40,000
Irrigation water	14,002	4,500	3,654	7,300	4,500
Management	29,425	21,700	17,607	23,000	24,150
Miscellaneous	5,319	2,000	4,549	5,000	2,000
Covenant enforcement	-	6,510	-	6,500	6,825
ARI Mill levy	2,887	3,129	1,744	3,129	4,235
Treasurer's Fees	2,119	2,319	2,320	2,320	3,141
ARI Treasury's fees	43	47	47	47	64
Social events	-	1,000	-	-	1,000
Contingency	-	19,397	-	-	69,884
Emergency Reserve	-	5,000	-	-	5,000
Total expenditures	<u>233,652</u>	<u>218,428</u>	<u>116,627</u>	<u>202,355</u>	<u>278,888</u>
Ending fund balance	<u>\$ (22,068)</u>	<u>-</u>	<u>\$ 16,582</u>	<u>\$ 104</u>	<u>-</u>
Assessed valuation		<u>2,732,827</u>			<u>3,601,212</u>
ARI Mill Levy		<u>1.145</u>			<u>1.176</u>
Mill Levy		<u>56.582</u>			<u>58.149</u>

Belleview Place Metropolitan District
Proposed Budget
Capital Projects Fund
For the Year ended December 31, 2024

	Actual	Adopted	Actual	Estimate	Proposed
	<u>2022</u>	<u>2023</u>	<u>6/30/2023</u>	<u>2023</u>	<u>2024</u>
Beginning fund balance	\$ -	-	\$ -	-	-
Revenues:					
Developer advances	-	-	-	-	-
Original issue premium	-	-	-	-	-
Bond Proceeds	-	-	-	-	-
Total revenues	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total funds available	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures:					
Issuance costs	-	-	-	-	-
Capital expenditures	-	-	-	-	-
Repay developer advances	-	-	-	-	-
Transfer to Debt Service	-	-	-	-	-
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Ending fund balance	<u>\$ -</u>	<u>-</u>	<u>\$ -</u>	<u>-</u>	<u>-</u>

Bellevue Place Metropolitan District
Proposed Budget
Debt Service Fund
For the Year ended December 31, 2024

	Actual	Adopted	Actual	Estimate	Proposed
	<u>2022</u>	<u>2023</u>	<u>6/30/2023</u>	<u>2023</u>	<u>2024</u>
Beginning fund balance	\$ 536,761	610,305	\$ 538,041	\$ 635,667	563,319
Revenues:					
Property taxes	142,113	156,495	156,495	160,000	211,935
Specific ownership taxes	9,866	12,520	5,136	6,000	16,955
Interest Income	<u>6,453</u>	<u>1,500</u>	<u>10,343</u>	<u>12,000</u>	<u>1,500</u>
Total revenues	<u>158,432</u>	<u>170,515</u>	<u>171,974</u>	<u>178,000</u>	<u>230,390</u>
Total funds available	<u>695,193</u>	<u>780,820</u>	<u>710,015</u>	<u>813,667</u>	<u>793,709</u>
Expenditures:					
Bond interest expense	144,000	144,000	72,000	144,000	144,000
Bond interest expense B Bonds	-	-	-	100,000	85,000
Bond principal	-	-	-	-	-
Treasurer's fees	2,145	2,347	2,348	2,348	3,179
Trustee / paying agent fees	<u>11,007</u>	<u>4,000</u>	<u>-</u>	<u>4,000</u>	<u>4,000</u>
Total expenditures	<u>157,152</u>	<u>150,347</u>	<u>74,348</u>	<u>250,348</u>	<u>236,179</u>
Ending fund balance	<u>\$ 538,041</u>	<u>630,473</u>	<u>\$ 635,667</u>	<u>\$ 563,319</u>	<u>557,530</u>
Assessed valuation		<u>2,732,827</u>			<u>3,601,212</u>
Mill Levy		<u>57.265</u>			<u>58.851</u>
Total Mill Levy		<u>114.992</u>			<u>118.176</u>

RESOLUTION NO. 2023 - 11 - __
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE BELLEVUE PLACE METROPOLITAN DISTRICT
TO ADOPT THE 2024 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 2024 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, 2023, 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 November 21, 2023, 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 2024 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 21st day of November, 2023.

Secretary

EXHIBIT A
(Budget)

I, Peggy Ripko, 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 2024, duly adopted at a meeting of the Board of Directors of the Belleview Place Metropolitan District held on November 21, 2023.

By: _____
Secretary

RESOLUTION NO. 2023 - 11 -
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE BELLEVUE PLACE METROPOLITAN DISTRICT
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Bellevue Place Metropolitan District (“District”) has adopted the 2024 annual budget in accordance with the Local Government Budget Law on November 21, 2023; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2024 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 Bellevue Place Metropolitan District:

1. That for the purposes of meeting all general fund expenses of the District during the 2024 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 2024 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 21st day of November, 2023.

Secretary

EXHIBIT A
(Certification of Tax Levies)

I, Peggy Ripko, 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 Certification of Mill Levies for the budget year 2024, duly adopted at a meeting of the Board of Directors of the Belleview Place Metropolitan District held on November 21, 2023.

Secretary

RESOLUTION NO. 2023-11-__

**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 of the District (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. The history of the residential assessment ratio in Colorado since property tax assessment year 1995, as set by the Colorado General Assembly (the “**General Assembly**”), or as voted by the electors of the State of Colorado, is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.
- G. At the time of the Baseline Year, the residential assessment ratio set by the General Assembly was 7.96%.
- H. In 2022, the General Assembly passed Senate Bill 22-238, which amended Section 39-1-104.2, C.R.S. by setting the ratio of valuation for:

1. Multi-family residential real property at 6.80% for property tax assessment years 2022 and 2024;
2. Multi-family residential real property at 6.765% for property tax assessment year 2023;
3. Residential real property other than multi-family residential real property at 6.95% for property tax assessment year 2022; and
4. Residential real property other than multi-family residential real property at 6.765% for property tax assessment year 2023.

I. In 2023, the General Assembly passed Senate Bill 23-303, which referred a ballot issue, known as Proposition HH, to the electors of the State of Colorado for the November 7, 2023 election. If Proposition HH passes, the residential assessment rate for both multi-family residential real property and residential real property other than multi-family residential real property will be 6.70% for property tax assessment year 2023.

J. Proposition HH **did not pass** at the November 7, 2023 election, and as a result, the residential assessment rate for both multi-family residential real property and residential real property other than multi-family residential real property will be 6.765% for property tax assessment year 2023 as set forth in Senate Bill 22-238.

[OR]

Proposition HH **passed** at the November 7, 2023 election, as a result, the residential assessment rate for both multi-family residential real property and residential real property other than multi-family residential real property will be 6.70% for property tax assessment year 2023 as set forth in Proposition HH.

K. 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 22-238 OR Proposition HH** for property tax year 2023 (for collection year 2024), 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 22-238 OR Proposition HH** set the residential assessment rate for both multi-family residential real property and residential real property other than multi-family residential real property at ____% for property tax assessment year 2023, 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 up to ____mills for the payment of Debt (the “**Adjusted Debt Mill Levy**”) and a mill levy imposition of up to ____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 ____% for collection year 2024.

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 _____, for collection in 2023.

[SIGNATURE PAGE FOLLOWS]

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

RESOLUTION APPROVED AND ADOPTED ON November ____, 2023.

BELLEVIEW PLACE METROPOLITAN DISTRICT

President

Attest:

Secretary

EXHIBIT A
History of Residential Assessment Ratio

<u>Tax Levy/Assessment Year</u>	<u>Tax Collection Year</u>	<u>Residential Assessment Ratio</u>
1995	1996	10.36%
1996	1997	
1997	1998	9.74%
1998	1999	
1999	2000	
2000	2001	
2001	2002	9.15%
2002	2003	
2003	2004	7.96%
2004	2005	
2005	2006	
2006	2007	
2007	2008	
2008	2009	
2009	2010	
2010	2011	
2011	2012	
2012	2013	
2013	2014	
2014	2015	
2015	2016	

2016	2017	
2017	2018	7.20%
2018	2019	
2019	2020	7.15%
2020	2021	
2021	2022	
2022	2023	6.95% (other than multi-family) 6.80% (multi-family)
2023	2024	6.765% [if Prop HH does NOT pass] 6.70% if Prop HH DOES pass]

RESOLUTION NO. 2023-11- [REDACTED]
BELLEVUE PLACE METROPOLITAN DISTRICT
AMENDING POLICY ON COLORADO OPEN RECORDS ACT REQUESTS

A. On September 12, 2018, Belleview Place Metropolitan District (the “**District**”) adopted Resolution No. 2018-09-08 Regarding Colorado Open Records Act Requests, as amended on May 19, 2021 (the “**Resolution**”), in which the District adopted a policy related to Colorado Open Records Act Requests (the “**Policy**”).

B. In 2023, the Colorado General Assembly enacted Senate Bill 23-286, which provided for certain changes in the law related to Colorado Open Records Act Requests

C. The District desires to amend the Policy due to the legislative changes set forth in Senate Bill 23-286.

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

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

2. Amendments to Policy. The Policy is hereby amended as follows:

(a) Amendment to Section 3 of the Resolution. Section 3 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

“3. Within the period specified in Section 24-72-203(3)(a), C.R.S., as amended from time to time, the Official Custodian shall notify the record requester that a copy of the record is available, but will only be sent to the requester once the custodian either receives payment or makes arrangements for receiving payment for all costs associated with records transmission and for all other fees lawfully allowed, unless recovery of all or any portion of such costs or fees has been waived by the Official Custodian, or where prohibited or limited by law. Upon either receiving such payment or making arrangements to receive such payment at a later date, the Official Custodian shall provide the record(s) to the requester as soon as practicable, but no more than three (3) business days after receipt of, or making arrangements to receive, such payment.”

(b) Amendment to Section 5 of the Resolution. Section 5 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

“5. The Official Custodian shall not charge a per-page fee for providing records in a digital or electronic format.”

(c) Amendment to Section 7 of the Resolution. Section 7 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

“7. All requests for copies or inspection of public records of the District shall be submitted to the Official Custodian in writing. Such requests shall be delivered by the Official Custodian to the District’s legal counsel for review and legal advice regarding the lawful availability of records requested and related matters, including without limitation, whether to deny inspection or production of certain records or information for reasons set forth in Sections 24-72-204(2) and (3), C.R.S., as amended from time to time. The District may, from time to time, designate specific records for which written requests are not required and with respect to which review by legal counsel is not required; i.e., service plans, rules and regulations, minutes, etc. Such designations shall occur in the minutes of the meetings of the District.”

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO RESOLUTION NO. 2023-11-____]

RESOLUTION APPROVED AND ADOPTED ON November 21, 2023.

**BELLEVIEW PLACE METROPOLITAN
DISTRICT**

By: _____
President

Attest:

Secretary

**BELLEVIEW PLACE METROPOLITAN DISTRICT
MASTER SERVICES AGREEMENT TASK ORDER**

AGREEMENT TITLE Master Service Agreement for Landscaping Services
AGREEMENT DATE December 16, 2021 **TASK ORDER NO.** 2
CONSULTANT Consolidated Divisions Inc. d/b/a CDI Environmental Contractor

TASK ORDER REFERENCE: Task Order 2 Scope of Work (attached)
TASK ORDER NAME: 2023 Landscape Services
METRO DISTRICT MANAGER: Special District Management Services, Inc.
BASIS OF COMPENSATION: Classification Rate (Fee Schedule attached)
SCHEDULE: January 1, 2023 to December 31, 2023

AGREEMENT PRICE RECONCILIATION:

Previously Approved Change Orders/Amendments/Task Orders	\$	<u>1,650.00</u>
Task Order Price – Task Order No. <u>2</u>	\$	<u>25,819.30</u>
Total of Agreement Prices including this Task Order	\$	<u>27,469.30</u>

AGREEMENT TERMS AND CONDITIONS

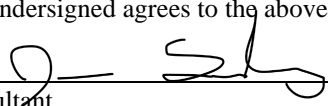
All other terms and conditions of the Agreement remain unchanged and in full force and effect.

APPROVALS REQUIRED:

To be effective, this Task Order must be approved according to the Agreement.

Recommended by _____ Date _____
Approved by _____ Date _____

The undersigned agrees to the above terms and conditions:



Consultant
Jamie Salisbury
Authorized Agent

4-20-23
Date

Vice President / Sr. Director of Information Systems
Title

**BELLEVUE PLACE METROPOLITAN DISTRICT
MASTER SERVICES AGREEMENT TASK ORDER**

AGREEMENT TITLE Master Service Agreement for Landscaping Services

AGREEMENT DATE December 16, 2021 TASK ORDER NO. 2

CONSULTANT Consolidated Divisions Inc. d/b/a CDI Environmental Contractor

TASK ORDER REFERENCE: Task Order 2 Scope of Work (attached)

TASK ORDER NAME: 2023 Landscape Services

METRO DISTRICT MANAGER: Special District Management Services, Inc.

BASIS OF COMPENSATION: Classification Rate (Fee Schedule attached)

SCHEDULE: January 1, 2023 to December 31, 2023

AGREEMENT PRICE RECONCILIATION:

Previously Approved Change Orders/Amendments/Task Orders \$ 1,650.00

Task Order Price – Task Order No. 2 \$ 25,819.30

Total of Agreement Prices including this Task Order \$ 27,469.30

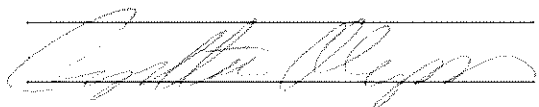
AGREEMENT TERMS AND CONDITIONS

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

APPROVALS REQUIRED:

To be effective, this Task Order must be approved according to the Agreement.

Recommended by _____ Date _____

Approved by  Date 4-20-23

The undersigned agrees to the above terms and conditions:

Consultant Date

Authorized Agent Title

SCOPE OF WORK

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Summer Weekly Services: Mow, Trim, Blow, Bed Weeding, Trash Pick Up, Edging 13 Times, Spray Tree Rings 3 Times	26.00	EACH	\$500.50	\$13,013.00
Pruning Shrubs And Trees: Shrub Pruning 2x Tree Pruning Up To 12' 1x	2.00	EACH	\$845.00	\$1,690.00
Pre-emergent Herbicide: Application To Landscape Beds:	1.00	EACH	\$1,001.00	\$1,001.00
Spring Clean Up: Cut Ornamental Grasses Back, Remove Pine Needles, And Blow Debris Out Of Beds	1.00	EACH	\$776.00	\$776.00
Fall Clean Up: Leaf Removal From All Landscape Areas, Cut Back Herbaceous Perennials	2.00	EACH	\$646.00	\$1,292.00
Aeration Of All Turf Areas:	2.00	EACH	\$312.00	\$624.00
Turf Fertilization And Broadleaf Herbicide: (Traditional) 3 Application Of 24-4-10 Fertilizer And One Pre-emergent 3 Applications Of Post Emergent Broadleaf Weed Control	6.00	EACH	\$201.50	\$1,209.00
Shrub Bed Fertilization Slow Release Granular Application	1.00	EACH	\$758.00	\$758.00
Winter Trash Removal: Police Property For Trash, Change Out Trash Bags In Dog Stations, And Trash Receptacles, Excludes Pick Up Of Hazardous Materials Or Dead Animals	26.00	EACH	\$59.30	\$1,541.80
Irrigation Checks: Weekly Irrigation Checks	24.00	EACH	\$108.50	\$2,604.00
Irrigation System Spring Start Up:	1.00	EACH	\$298.50	\$298.50
Irrigation System Winterization: (1 Time)	1.00	EACH	\$374.00	\$374.00
Tree Wrapping And Unwrapping: Wrap Trees In Fall And Unwrap In Spring	1.00	EACH	\$638.00	\$638.00
Total Bid Price:				<u>\$25,819.30</u>

**BELLEVIEW PLACE METROPOLITAN DISTRICT
MASTER SERVICES AGREEMENT TASK ORDER**

AGREEMENT TITLE Master Service Agreement for Landscaping Services

AGREEMENT DATE December 16, 2021 **TASK ORDER NO.** 3

CONSULTANT Consolidated Divisions Inc. d/b/a CDI Environmental Contractor

TASK ORDER REFERENCE: Task Order 3 Scope of Work (attached)

TASK ORDER NAME: Removal and Replacement of Sod (Unit 14653)

METRO DISTRICT MANAGER: Special District Management Services, Inc.

BASIS OF COMPENSATION: Classification Rate (Fee Schedule attached)

SCHEDULE: TBD

AGREEMENT PRICE RECONCILIATION:

Previously Approved Change Orders/Amendments/Task Orders \$ 27,469.30

Task Order Price – Task Order No. 3 \$ 548.00

Total of Agreement Prices including this Task Order \$ 28,017.30

AGREEMENT TERMS AND CONDITIONS

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

APPROVALS REQUIRED:

To be effective, this Task Order must be approved according to the Agreement.

Recommended by _____ Date _____

Approved by  Date 9-5-23

The undersigned agrees to the above terms and conditions:

Consolidated Divisions Inc. 09/07/23

Consultant Date

 Sr Director of Information Systems

Authorized Agent Title

SCOPE OF WORK/COMPENSATION

To: SDMS Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Contact: Peggy Ripko Phone: 303-987-0835 Fax: 303-987-2032			
Project Name: Belleview Place - Remove And Replace Sod - Unit 14653 Project Location: 14805 E Belleview Dr, Aurora, CO Addendum #: N/a	Bid Number: Bid Date: 2/28/2023			
Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Sod - Remove & Replace	80.00	SF	\$6.85	\$548.00
Total Bid Price:				<u>\$548.00</u>

**BELLEVUE PLACE METROPOLITAN DISTRICT
MASTER SERVICES AGREEMENT TASK ORDER**

AGREEMENT TITLE Master Service Agreement for Landscaping Services

AGREEMENT DATE December 16, 2021 **TASK ORDER NO.** 4

CONSULTANT Consolidated Divisions Inc. d/b/a CDI Environmental Contractor

TASK ORDER REFERENCE: Task Order 4 Scope of Work (attached)

TASK ORDER NAME: Removal and Replacement of Sod / Repair Fire Damage to
Downspout (Unit 14653)

METRO DISTRICT MANAGER: Special District Management Services, Inc.

BASIS OF COMPENSATION: Classification Rate (Fee Schedule attached)

SCHEDULE: TBD

AGREEMENT PRICE RECONCILIATION:

Previously Approved Change Orders/Amendments/Task Orders	\$	<u>28,017.30</u>
Task Order Price – Task Order No. <u>4</u>	\$	<u>2,071.00</u>
Total of Agreement Prices including this Task Order	\$	<u>30,088.30</u>

AGREEMENT TERMS AND CONDITIONS

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

APPROVALS REQUIRED:


To be effective, this Task Order must be approved according to the Agreement.

Recommended by _____ Date _____

Approved by  Date 10-9-23

The undersigned agrees to the above terms and conditions:

Consolidated Divisions Inc.

Consultant
 Naomi Lodge
Authorized Agent

October 10, 2023

Date
Director of Preconstruction

Title

SCOPE OF WORK/COMPENSATION

To: SDMS Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Contact: Peggy Ripko Phone: 303-987-0835 Fax: 303-987-2032
Project Name: Belleview Place Repair Sod And Drainage Project Location: 14805 E Belleview Dr, Aurora, CO Addendum #: N/a	Bid Number: Bid Date: 2/28/2023

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Remove And Replace Sod Due To Vehicle Damage	240.00	SF	\$6.85	\$1,644.00
Unit 14653, Repair Fire Damage To Downspout	1.00	EACH	\$427.00	\$427.00
Total Bid Price:				<u>\$2,071.00</u>

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
Initial (First cleanup) Service - Required for regular service (please be sure to check box)	1	100.00	100.00
One-Time Only Service (common area dog waste cleanup)	1	100.00	100.00
Twice per Week Service - common area dog waste cleanup - rate is per visit	1	40.00	40.00
Once per Week Service - common area dog waste cleanup - rate is per visit	1	50.00	50.00
Every Other Week Service - common area dog waste cleanup - rate is per visit	1	60.00	60.00
Once per Month Service - common area dog waste cleanup - rate is per visit	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
Initial (First cleanup) Service - Required for regular service (<i>please be sure to check box</i>)	1	100.00	100.00
Twice per Week Service - common area dog waste cleanup - rate is per visit	1	40.00	40.00
Once per Week Service - common area dog waste cleanup - rate is per visit	1	50.00	50.00
Twice per Week - Dog Station Maintenance - (includes: stocking rolled doggie bags as needed, replace trash liners, dispose of waste) - rate is per dog station per visit	6	9.95	59.70
Weekly - Dog Station Maintenance - (includes: stocking rolled doggie bags as needed, replace trash liners, dispose of waste) - rate is per dog station per visit	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

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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: Wednesday, December 28, 2022
JOB NAME AND ADDRESS: Belleview Place Metro District
14874 E Belleview Ave., Aurora, CO 80015

Striping \$975
Service Frequency: One time
Price per: Service
Mobilizations: 1

Re-Stripe 18' Ft. Stalls 30
Re-Stripe Handi-Blue 2
Re-Stripe Large Hashmark 9'x18' (per) 2
Trips 1

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

Sweeping before Striping (required) \$350
Includes \$35 fuel charge
Includes dump fee.

Accepted by;

SDMS (print name & sign)

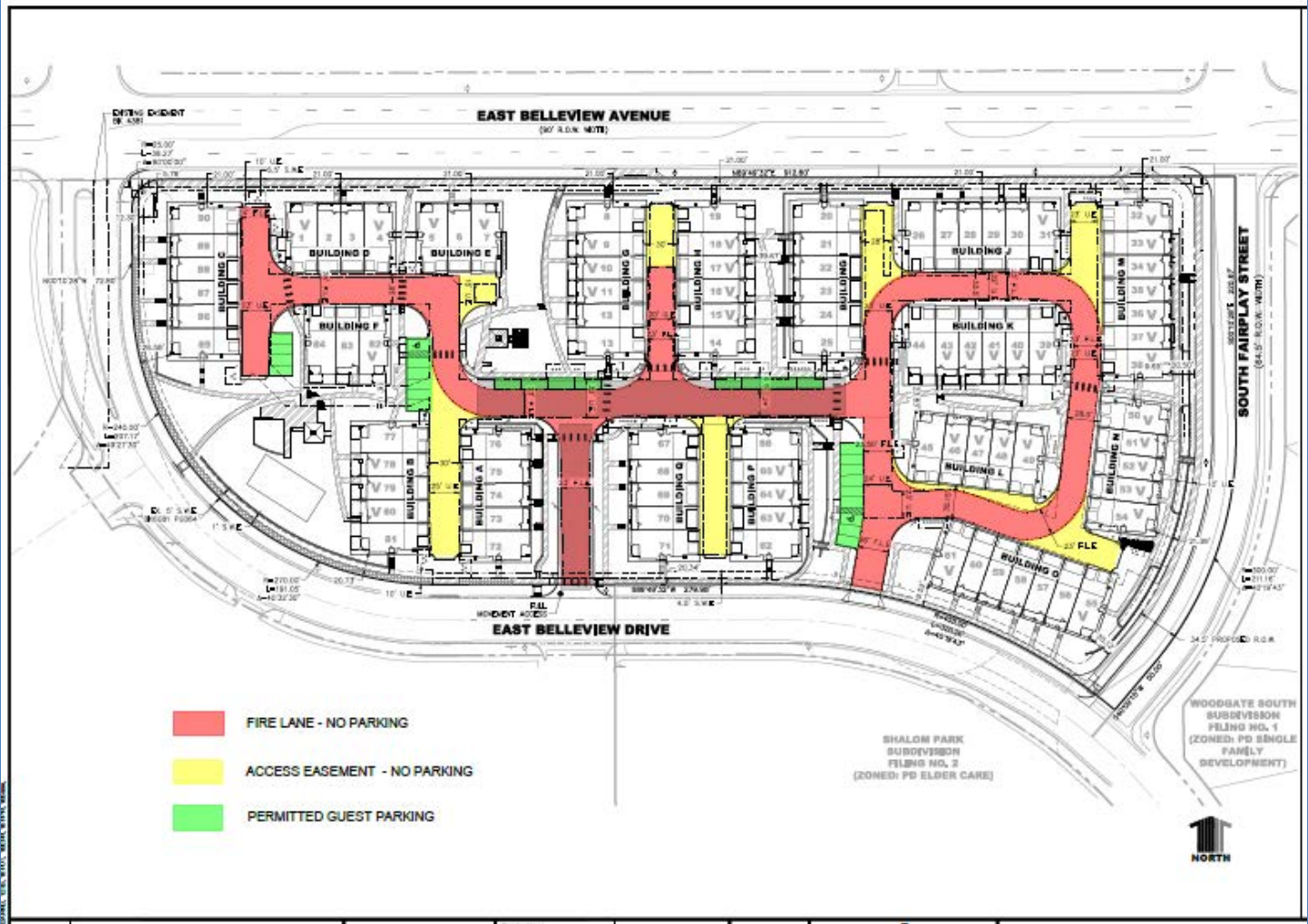
Date

Page 1 of 2

initial

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

All services in Denver County subject to Denver County Tax



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



5585 W. Airport Rd
Sedalia, Colorado 80135

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

To: Belleview Place	Contact: Peggy Ripko
Address: Aurora	Phone:
	Fax:
Project Name: Belleview Place Snow - 2023-2024	Bid Number: SNOW-8093
Project Location: Denver Metro, CO	Bid Date: 7/22/2023
Addendum #: 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, 2023 – May 31, 2024

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	\$50.00

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

To:	Belleview Place	Contact:	Peggy Ripko
Address:	Aurora	Phone:	
		Fax:	
Project Name:	Belleview Place Snow - 2023-2024	Bid Number:	SNOW-8093
Project Location:	Denver Metro, CO	Bid Date:	7/22/2023
Addendum #:	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

To: Belleview Place	Contact: Peggy Ripko
Address: Aurora	Phone:
	Fax:
Project Name: Belleview Place Snow - 2023-2024	Bid Number: SNOW-8093
Project Location: Denver Metro, CO	Bid Date: 7/22/2023
Addendum #: 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>ACCEPTED:</p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>Consolidated Divisions, Inc Db a CDI Environmental Contractors</p> <p>Authorized Signature: _____</p> <p>Estimator: Jamie Salisbury 303.241.1853 jamies@cdi-services.com</p>
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NO
PARKING
FIRE
LANE
←









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: October 12, 2023

RE: Notice of 2024 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 (6.0%) 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.