

BELLEVUE PLACE METROPOLITAN DISTRICT

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

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

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Cynthia Myers	President	2027/May 2027
VACANT		2025/May 2025
VACANT		2027/May 2027
VACANT		2025/May 2025
VACANT		2025/May 2025
Peggy Ripko	Secretary	Non-elected

DATE: August 14, 2024

TIME: 6:00 P.M.

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

** Individuals requiring special accommodation to attend and/or participate in the meeting please advise the District Manager (pripko@sdmsi.com or 303-987-0835) of their specific need(s) before the meeting.*

Join Zoom Meeting

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

Meeting ID: 862 6755 0643

Passcode: 987572

Dial in: 1-719-359-4580

I. ADMINISTRATIVE MATTERS

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

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

C. Review and consider approval of the November 21, 2023 Special Meeting Minutes and the November 21, 2023 Statutory Annual Meeting Minutes (enclosures).

D. Discuss Board vacancies and consider appointment of eligible elector(s). Administer Oath(s) of Office.

- E. Consider appointment of officers.

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

II. PUBLIC COMMENT

- A. _____

III. FINANCIAL MATTERS

- A. Review and ratify approval of the payment of claims for the period ending June 30, 2024 in the amount \$104,233.74 (enclosure).

- B. Review and accept unaudited financial statements for the period ending June 30, 2024 (enclosure).

- C. Conduct Public Hearing to consider amendment of the 2023 Budget. Consider adoption of Resolution to Amend the 2023 Budget (enclosure).

- D. Review and consider approval of 2023 Audit and authorize execution of Representations Letter (to be distributed).

V. LEGAL MATTERS

- A. _____

VI. COVENANT ENFORCEMENT / DESIGN REVIEW

- A. Update regarding covenant enforcement.

- B. Discuss cars in no parking zones (enclosure).

- C. Discuss damage to rainbird (enclosure).

VII. OPERATION MATTERS

- A. Review proposal for dog station maintenance from Pet Scoop, Inc. and authorize preparation of a Service Agreement for said services (enclosure).
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- B. Ratify approval of Task Order No. 5 to Master Service Agreement for Landscaping Services between the District and Consolidated Divisions Inc. d/b/a CDI Environmental Contractor for installation of Irrigation Pedestal (enclosure).
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- C. Ratify approval of Task Order No. 6 to Master Service Agreement for Landscaping Services between the District and Consolidated Divisions Inc., d/b/a CDI Environmental Contractor for 2024 Landscape Services (enclosure).
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- D. Ratify approval of Service Agreement for Re-Striping Services between the District and Hartco, LLC d/b/a CAM Services (enclosure).
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- E. Review proposal for top dressing mulch throughout the property from Consolidated Divisions Inc. d/b/a CDI Environmental Contractor and authorize preparation of a Task Order under the Master Service Agreement for Landscaping Services for same (enclosure).
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- F. Review and approve 2024 Landscape Maintenance Contract between the District and Consolidated Divisions Inc. d/b/a CDI Environmental Contractor (enclosure).
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- G. Ratify approval of Service Agreement for Trash and Recycling Removal Services between the District and Waste Management of Colorado, Inc. (enclosure).
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VIII. OTHER MATTERS

- A. Consider cancellation of August 21, 2024 Regular meeting.
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IX. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR AUGUST 21, 2024.**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE BELLEVIEW PLACE METROPOLITAN DISTRICT (THE “DISTRICT”) HELD NOVEMBER 21, 2023

A special meeting of the Board of Directors of the Belleview Place Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, November 21, 2023, at 6:00 p.m. This District Board meeting was held via Zoom. The meeting was open to the public via Zoom.

Directors in Attendance Were:

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 (for a portion of the meeting) and Daisey Garcia; Simmons & Wheeler, P.C.

Brenda Owings; Century Communities

Donna and Jeff Goldberg; 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. Attorney Cortese noted that disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors.

**ADMINISTRATIVE
MATTERS**

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

RECORD OF PROCEEDINGS

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

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

Following discussion, upon motion duly made and seconded by Director Myers 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, upon motion duly made and seconded by Director Myers and, upon vote, unanimously carried, the Board determined that notices of meetings of the District Board required pursuant to Section 24-6-402(2)(c), C.R.S., shall be posted at least 24-hours prior to each meeting on 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.

Resignation of Brian Mulqueen: The Board acknowledged the resignation of Brian Mulqueen from the Board of Directors effective July 28, 2023.

Results of May 2, 2023 Regular Election: Ms. Ripko discussed with the Board the results of the May 2, 2023 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. Director Myers was deemed elected to a four-year term ending in 2027.

Board Vacancies: The Board discussed the vacancies on the Board of Directors. It was noted that there were no interested eligible electors at this time.

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

President/Treasurer
Secretary

Cynthia Myers
Peggy Ripko

Minutes of November 14, 2022 Special Meeting: The Board reviewed the Minutes of the Special Meeting. Following discussion, upon motion duly made and seconded by

RECORD OF PROCEEDINGS

Director Myers and, upon vote, unanimously carried, the Board approved the Special Meeting Minutes.

Resolution No. 2023-11-01 Establishing 2024 Regular Meeting Dates, Time, and Location, and Designating Location for Posting of 24-Hour Notices: The Board discussed the business to be conducted in 2024. Following discussion, upon motion duly made and seconded by Director Myers and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-11-01 Establishing 2024 Regular Meeting Dates, Time, and Location, and Designating Location for Posting of 24-Hour Notices. The Board determined to schedule 2024 meetings on February 21, May 15, August 21, and October 16, 2024 at 6:00 P.M. via Zoom.

Insurance Matters:

Cyber Security and Increased Crime Coverage: Ms. Ripko discussed cyber security risks and the option of increasing the District’s crime coverage. Following discussion, upon motion duly made and seconded by Director Myers and, upon vote, unanimously carried, the Board authorized increasing the District’s crime coverage limit to \$250,000.

Establish Insurance Committee: The Board discussed establishing an insurance committee to make final determinations regarding insurance, if necessary. Following discussion, the Board determined that establishment of an insurance committee would not be necessary.

Renewal of the District’s insurance and Special District Association (SDA) membership for 2024: Following discussion, upon motion duly made and seconded by Director Myers and, upon vote, unanimously carried, the Board authorized the renewal of the District’s insurance with an increase in the crime coverage limit to \$250,000 and Special District Association (SDA) membership for 2024.

2024 Transparency Notice: 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 SDA website.

None.

**PUBLIC
COMMENTS**

**FINANCIAL
MATTERS**

Claims: The Board reviewed prior claims in the amount of \$33,598.39 and current claims in the amount of \$45,106.97. Following discussion, upon motion duly made and seconded by Director Myers and, upon vote, unanimously carried, the Board

RECORD OF PROCEEDINGS

ratified approval of prior claims in the amount of \$33,598.39 and the payment of current claims in the amount of \$45,106.97.

Unaudited Financial Statements: The Board reviewed the unaudited financial statements through the period ending September 30, 2023. Following discussion, upon motion duly made and seconded by Director Myers and, upon vote, unanimously carried, the Board accepted the unaudited financial statements through the period ending September 30, 2023.

Operation Funding Agreement between the District and Century at Belleview Place, LLC (“OFA”): Following discussion, the Board determined that an OFA was not needed.

Public Hearing on Amendment to 2023 Budget: The President opened the public hearing to consider an amendment to the 2023 Budget.

It was noted that publication of Notice stating that the Board would consider amendment 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 the public hearing.

No public comments were received and the public hearing was closed.

It was noted that no amendment to the 2023 Budget was required.

2022 Audit: The Board reviewed the 2022 Audit. Following discussion, upon motion duly made and seconded by Director Myers and, upon vote, unanimously carried, the Board ratified the 2022 Audit and execution of the Representations Letter.

2023 Audit Preparation: Following discussion, upon motion duly made and seconded by Director Myers and, upon vote, unanimously carried, the Board approved the engagement of Wipfli LLP for the preparation of the 2023 Audit in an amount not to exceed \$6,500.00.

Public Hearing on 2024 Budget: The President opened the public hearing to consider the proposed 2024 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2024 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing.

No public comments were received and the public hearing was closed.

RECORD OF PROCEEDINGS

The Board reviewed the estimated 2023 expenditures and the proposed 2024 expenditures.

Upon motion duly made and seconded by Director Myers and, upon vote, unanimously carried, the Board approved the 2024 Budget, as discussed, and considered adoption of Resolution No. 2023-11-02 to Adopt the 2024 Budget and Appropriate Sums of Money and Resolution No. 2023-11-03 to Set Mill Levies (64.712 mills in the General Fund, 1.308 mills for the ARI Mill Levy, 65.493 mills in the Debt Service Fund, for a total mill levy of 131.513 mills). Following discussion, upon vote unanimously carried, the Board adopted the Resolutions and authorized execution of the Certification of Budget. The District Accountant was directed to transmit the Certification of Tax Levies to the Board of County Commissioners of Arapahoe County no later than January 10, 2024. The District Manger was authorized to transmit the Certification of Budget to the Division of Local Government no later than January 31, 2024.

Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan: The Board reviewed Resolution No. 2023-11-04 Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan. Following discussion, upon motion duly made and seconded by Director Myers and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-11-04 Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan.

DLG-70 Mill Levy Certification Form: Following discussion, upon motion duly made and seconded by Director Myers 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 2025 Budget: Following discussion, upon motion duly made and seconded by Director Myers and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the District's 2025 Budget.

LEGAL MATTERS

Tracts B, C, D, E, and F Shalom Park Subdivision Filing No. 4: Following discussion, upon motion duly made and seconded by Director Myers and, upon vote, unanimously carried, the Board acknowledged acceptance of Tracts B, C, D, E, and F Shalom Park Subdivision Filing No. 4, Arapahoe County, Colorado.

Resolution Amending Policy on Colorado Open Records Act Requests: The Board discussed the Resolution Amending Policy on Colorado Open Records Act Requests. Following discussion, upon motion duly made and seconded by Director

RECORD OF PROCEEDINGS

Myers and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-11-05 Amending Policy on Colorado Open Records Act Requests.

COVENANT ENFORCEMENT/ DESIGN REVIEW

Covenant Enforcement: The Board discussed covenant enforcement matters.

OPERATION MATTERS

Task Order No. 2 to the Master Service Agreement for Landscaping Services: Following review and discussion, upon motion duly made and seconded by Director Myers and, upon vote, unanimously carried, the Board ratified 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.

Task Order No. 3 to the Master Service Agreement for Landscaping Services: Following review and discussion, upon motion duly made and seconded by Director Myers and, upon vote, unanimously carried, the Board ratified 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.

Task Order No. 4 to Master Service Agreement for Landscaping Services: Following review and discussion, upon motion duly made and seconded by Director Myers and, upon vote, unanimously carried, the Board ratified 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.

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

Proposal for Re-Striping from HARTCO, LLC d/b/a CAM Services: The Board reviewed the proposal for re-striping from HARTCO, LLC, d/b/a CAM Services. Following discussion, upon motion duly made and seconded by Director Myers and, upon vote, unanimously carried, the Board approved the proposal for re-striping from HARTCO, LLC, d/b/a CAM Services and authorized preparation of a Service Agreement for said services.

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.

Proposal from Consolidated Divisions Inc. d/b/a CDI Environmental Contractor for 2023-2024 Snow Removal: The Board reviewed the proposal from Consolidated

RECORD OF PROCEEDINGS

Divisions Inc. d/b/a CDI Environmental Contractor for 2023-2024 Snow Removal. Following discussion, upon motion duly made and seconded by Director Myers and, upon vote, unanimously carried, the Board approved the proposal from Consolidated Divisions Inc. d/b/a CDI Environmental Contractor for 2023-2024 Snow Removal and authorized preparation of Service Agreement for said services.

Parking Issues Regarding Postal Carrier Spot and Fire Lane Signs: The Board discussed parking issues regarding Postal carrier spot and fire lane signs.

Operation and Maintenance Map: The Board determined that an Operation and Maintenance map is not needed at this time.

OTHER BUSINESS

The Board acknowledged the New Rate Structure from Special District Management Services, Inc.

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF THE STATUTORY ANNUAL MEETING OF THE BELLEVIEW PLACE METROPOLITAN DISTRICT (THE “DISTRICT”) HELD NOVEMBER 21, 2023

Pursuant to Section 32-1-903(6), C.R.S., a statutory annual meeting of the Belleview Place Metropolitan District was convened on November 21, 2023, at 5:45 p.m., via video / telephone conference. The meeting was open to the public.

ATTENDANCE

Directors in Attendance Were:

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 and Daisey Garcia; Simmons & Weeler, P.C.

Brenda Owings; Century Communities

Donna and Jeff Goldberg; Residents

ANNUAL MEETING ITEMS

Confirmation of Posting of Annual Meeting Notice: It was noted for the record that notice of the time, date and location of the annual meeting was duly posted on the District’s website and that no objections to the means of hosting the meeting by taxpaying electors within the District’s boundaries have been received.

Presentation Regarding the Status of the Public Infrastructure Projects Within the District and Outstanding Bonds: The District consultants presented information regarding the status of public infrastructure projects within the District, including the status of outstanding bonds.

Unaudited Financial Statements, Including Year-to-Date Revenue and Expenditures of the District in Relation to its Adopted Budget, for the Calendar Year: The District Accountant presented the District’s Unaudited Financial Statements, including year-to-date revenue and expenditures of the District in relation to the District’s adopted budget, for the calendar year.

Public Questions: Donna and Jeff Goldberg inquired about covenant enforcement matters and ways to gain engagement with the community. They requested that the District send out a mass email communication to the community to garner interest in serving on the Board and attending Board meetings.

RECORD OF PROCEEDINGS

CONCLUSION

There being no further business to come before the Board at this time, the annual meeting was concluded.

Respectfully submitted,

By _____
Secretary for the Annual Meeting

Account	PO/Cont	Check #	Invoice	Date	Date Paid	Description	Amount
01-000-09200	0	5068	26591	12/28/2023	02/14/2024	2024 Prop & Liability upd	827.00
**** TOTAL ****							827.00
Co Special Dist Prop & Liability							
01-000-09450	0	5069	106776	12/18/2023	02/14/2024	11 16 Clip Charge	146.70
01-000-09450	0	5069	106776	12/18/2023	05/24/2024	11 16 Clip Charge	146.70
**** TOTAL ****							293.40
Sentinel							
01-000-09610	0	5070	2012442	01/06/2024	02/14/2024	01 06 Maintenance	6,060.00
01-000-09650	0	5070	2012541	01/10/2024	02/14/2024	01 08 Snow Removal	3,147.50
**** TOTAL ****							9,207.50
Consolidated Divisions, Inc							
01-000-09050	0	5073	37533	01/31/2024	03/25/2024	01 Accounting	923.73
01-000-09050	0	5073	37738	02/29/2024	03/25/2024	02 Accounting	1,356.00
**** TOTAL ****							2,279.73
Simmons & Wheeler, P.C.							
01-000-09100	0	5074	01 31 24	01/31/2024	03/25/2024	01 District Management	1,751.66
01-000-09110	0	5074	01 31 24	01/31/2024	03/25/2024	01 District Management	1,085.85
01-000-09100	0	5074	02 29 24	02/29/2024	03/25/2024	02 District Management	2,280.22
01-000-09110	0	5074	02 29 24	02/29/2024	03/25/2024	02 District Management	1,085.85
**** TOTAL ****							6,203.58
Special District Management Service							
01-000-09300	0	5075	01 31 24	01/31/2024	03/25/2024	01 Legal	4,981.17
01-000-09300	0	5075	02 29 24	02/24/2024	03/25/2024	02 Legal	3,430.64
**** TOTAL ****							8,411.81
McGeady Becher P.C.							
01-000-09200	0	5076	02 13 24	02/13/2024	03/25/2024	2024 SDA Membership Dues	449.06
**** TOTAL ****							449.06
Special District Association							
01-000-09650	0	5077	2012770	01/26/2024	03/25/2024	01 26 Snow Removal	928.00
01-000-09650	0	5077	2012930	02/04/2024	03/25/2024	02 03 Snow Removal	9,362.50
01-000-09650	0	5077	2013003	02/08/2024	03/25/2024	02 05 Snow Removal	2,551.00
01-000-09640	0	5077	2013028	02/03/2024	03/25/2024	02 03 Install Irrigation	1,718.70
01-000-09650	0	5077	2013061	02/11/2024	03/25/2024	02 11 Snow Removal	1,596.00
01-000-09650	0	5077	2013112	02/15/2024	03/25/2024	02 15 Snow Removal	440.00
01-000-09600	0	5077	2013250	01/01/2024	03/25/2024	01-12 24 Maintenance	2,259.67
01-000-09600	0	5077	2013251	02/01/2024	03/25/2024	01-12 24 Maintenance	2,259.67
01-000-09600	0	5077	2013252	03/01/2024	03/25/2024	01-12 24 Maintenance	2,259.67
**** TOTAL ****							23,375.21
Consolidated Divisions, Inc							
01-000-09450	0	5078	29127	01/31/2024	03/25/2024	01 Screen Charge	20.00
01-000-09450	0	5078	29270	02/29/2024	03/25/2024	02 Screen Charge	110.00
**** TOTAL ****							130.00
Diversified Underground							
01-000-09050	0	5079	37998	03/31/2024	05/24/2024	03 Accounting	721.17
**** TOTAL ****							721.17
Simmons & Wheeler, P.C.							
01-000-09100	0	5080	03 31 24	03/31/2024	05/24/2024	03 District Management	1,817.63
01-000-09110	0	5080	03 31 24	03/31/2024	05/24/2024	03 District Management	2,171.70
01-000-09100	0	5080	04 30 24	04/30/2024	05/24/2024	04 District Management	1,252.02

Account	PO/Cont	Check #	Invoice	Date	Date Paid	Description	Amount
01-000-09110	0	5080	04 30 24	04/30/2024	05/24/2024	04 District Management	1,000.00
	**** TOTAL ****			Special District Management Service			6,241.35
01-000-09300	0	5081	116110584	03/31/2024	05/24/2024	03 Legal	1,546.42
01-000-09300	0	5081	116110780	04/30/2024	05/24/2024	04 Legal	2,536.47
	**** TOTAL ****			McGeady Becher P.C.			4,082.89
01-000-09450	0	5082	224030139	04/22/2024	05/24/2024	04 22 Utility Notificatio	56.76
	**** TOTAL ****			Utility Notification Center of CO			56.76
01-000-09600	0	5083	2013585	04/01/2024	05/24/2024	01-12 24 Maintenance	2,259.67
01-000-09640	0	5083	2013864	04/13/2024	05/24/2024	04 13 Irrigation	821.75
01-000-09600	0	5083	2013984	05/01/2024	05/24/2024	01-12 24 Maintenance	2,259.67
	**** TOTAL ****			Consolidated Divisions, Inc			5,341.09
01-000-09450	0	5084	47343	03/04/2024	05/24/2024	03 Bill Processing	71.30
	**** TOTAL ****			Freedom Mailing Services, Inc			71.30
01-000-09450	0	5085	29432	03/31/2024	05/24/2024	03 Screen Charge	80.00
	**** TOTAL ****			Diversified Underground			80.00
01-000-09050	0	5086	38192	04/30/2024	06/26/2024	04 Accounting	1,333.90
01-000-09050	0	5086	38458	05/31/2024	06/26/2024	05 Accounting	817.00
	**** TOTAL ****			Simmons & Wheeler, P.C.			2,150.90
01-000-09100	0	5087	05 31 24	05/31/2024	06/26/2024	05 District Management	1,185.41
01-000-09110	0	5087	05 31 24	05/31/2024	06/26/2024	05 District Management	3,171.70
	**** TOTAL ****			Special District Management Service			4,357.11
01-000-09300	0	5088	116111547	05/31/2024	06/26/2024	05 Legal	3,738.71
	**** TOTAL ****			McGeady Becher P.C.			3,738.71
01-000-09650	0	5089	2013487	03/15/2024	06/26/2024	03 15 Snow Removal	18,048.00
01-000-09640	0	5089	2014284	05/18/2024	06/26/2024	05 18 Irrigation	464.67
01-000-09600	0	5089	2014352	06/01/2024	06/26/2024	01-12 24 Maintenance	2,259.67
01-000-09640	0	5089	2014434	05/25/2024	06/26/2024	05 25 Landscape	237.65
01-000-09640	0	5089	2014473	05/31/2024	06/26/2024	05 31 Irrigation	331.78
	**** TOTAL ****			Consolidated Divisions, Inc			21,341.77
01-000-09450	0	5090	28635	10/31/2023	06/26/2024	10 23 Screen Charge	80.00
	**** TOTAL ****			Diversified Underground			80.00
01-000-09640	0	5091	2014634	06/08/2024	07/18/2024	06 08 Irrigation	200.95
01-000-09640	0	5091	2014711	06/15/2024	07/18/2024	06 15 Landscape	195.86
	**** TOTAL ****			Consolidated Divisions, Inc			396.81
01-000-09050	0	5092	38540	06/30/2024	07/24/2024	06 Accounting	1,114.47
	**** TOTAL ****			Simmons & Wheeler, P.C.			1,114.47

Account	PO/Cont	Check #	Invoice	Date	Date Paid	Description	Amount
01-000-09300	0	5093	116111907	06/30/2024	07/24/2024	06 Legal	791.51
	**** TOTAL ****			McGeady Becher P.C.			791.51
01-000-09450	0	5094	33163	07/20/2024	07/24/2024	07 20 Utility Notificatio	2.58
	**** TOTAL ****			Utility Notification Center of CO			2.58
01-000-09640	0	5095	2014789	06/22/2024	07/24/2024	06 22 Irrigation	218.36
01-000-09640	0	5095	2014830	07/01/2024	07/24/2024	07 Monthly Maintenance	2,259.67
	**** TOTAL ****			Consolidated Divisions, Inc			2,478.03
01-000-09450	0	5096	30026	06/30/2024	07/24/2024	06 Screen Charge	10.00
	**** TOTAL ****			Diversified Underground			10.00
	*** GRAND TOTAL ***						104,233.74

Invoice no.	Vendor	Currency	Balance due
224070154	Utility Notification Center of CO	USD	1.29
2015322	Consolidated Divisions, Inc	USD	2,259.67
		Total	2,260.96

Checks to be Ratified = \$104,233.74

Outstanding Invoices = \$2,260.96

Belleview Place Metropolitan District
Financial Statements

June 30, 2024

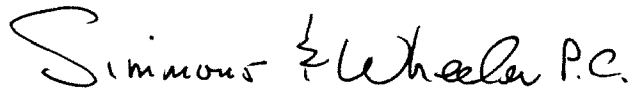
ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Bellevue Place Metropolitan District

Management is responsible for the accompanying financial statements of each major fund of Bellevue Place Metropolitan District, as of and for the period ended June 30, 2024, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the six months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Bellevue Place Metropolitan District because we performed certain accounting services that impaired our independence.

Handwritten signature of Simmons & Wheeler P.C. in cursive script.

July 29, 2024
Englewood, Colorado

Bellevue Place Metropolitan District
Balance Sheet - Governmental Funds and Account Groups
June 30, 2024

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
Assets				
Current assets				
Cash in checking	\$ 9,166	\$ -	\$ -	\$ 9,166
Cash Management	9,092	-	-	9,092
Cash in Colotrust	-	60,449	-	60,449
Investment UMB	-	526,502	-	526,502
Taxes Receivable	86,171	137,164	-	223,335
Accounts receivable	15,291	-	-	15,291
Accounts receivable - Mgmt	1,503	-	-	1,503
Accounts receivable - developer	-	-	-	-
	<u>121,223</u>	<u>724,115</u>	<u>-</u>	<u>845,338</u>
Other assets				
Improvements	-	-	-	-
Amount available in debt service fund	-	-	724,115	724,115
Amount to be provided for retirement of debt	-	-	3,977,098	3,977,098
	<u>-</u>	<u>-</u>	<u>4,701,213</u>	<u>4,701,213</u>
	<u>\$ 121,223</u>	<u>\$ 724,115</u>	<u>\$ 4,701,213</u>	<u>\$ 5,546,551</u>
Liabilities and Equity				
Current liabilities				
Accounts payable	\$ 12,966	\$ -	\$ -	\$ 12,966
Payable-ARI	14,516	-	-	14,516
	<u>27,482</u>	<u>-</u>	<u>-</u>	<u>27,482</u>
Series 2020A Bonds	-	-	2,880,000	2,880,000
Series 2020B Bonds	-	-	297,000	297,000
Note Payable - Developer (Cap)	-	-	1,178,359	1,178,359
Note Payable - Developer interest (Cap)	-	-	341,545	341,545
Note Payable - Developer interest	-	-	4,309	4,309
	<u>27,482</u>	<u>-</u>	<u>4,701,213</u>	<u>4,728,695</u>
Fund Equity				
Investment in improvements	-	-	-	-
Fund balance (deficit)	93,741	724,115	-	817,856
	<u>93,741</u>	<u>724,115</u>	<u>-</u>	<u>817,856</u>
	<u>\$ 121,223</u>	<u>\$ 724,115</u>	<u>\$ 4,701,213</u>	<u>\$ 5,546,551</u>

Bellevue Place Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the Six Month Period Ended June 30, 2024
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Property taxes	\$ 209,406	\$ 212,810	\$ 3,404
Specific ownership taxes	16,752	5,979	(10,773)
Property taxes-ARI	4,233	4,159	(74)
Specific ownership taxes-ARI	339	121	(218)
Interest income	51	1,362	1,311
Homeowner Fee	40,500	40,500	-
Other Fees	5,000	1,590	(3,410)
Working Capital Fee	2,500	-	(2,500)
	<u>278,781</u>	<u>266,521</u>	<u>(12,260)</u>
Expenditures			
Accounting	13,000	6,266	6,734
Insurance/SDA Dues	7,500	8,309	(809)
Legal	36,000	17,025	18,975
Legal Covenant Enforcement	5,000	-	5,000
Miscellaneous	2,000	1,110	890
Management	24,150	9,584	14,566
Common area lights	1,500	-	1,500
Signage	250	-	250
Gas and electric	2,000	919	1,081
Ground extra	3,000	6,060	(3,060)
Sprinkler repair	3,500	-	3,500
Landscape contract	27,000	13,558	13,442
Trash	19,000	8,589	10,411
Snow	40,000	36,073	3,927
Irrigation water	4,500	8,483	(3,983)
Covenant enforcement	6,825	5,715	1,110
ARI Mill Levy	4,233	4,216	17
Treasurer's Fees	3,141	3,253	(112)
Social Events	1,000	-	1,000
Reserve	339	-	339
Treasurer's Fees-ARI	63	-	63
Contingency	69,884	-	69,884
Emergency Reserve	5,000	-	5,000
	<u>278,885</u>	<u>129,160</u>	<u>149,725</u>
Excess (deficiency) of revenues over expenditures	(104)	137,361	137,465
Fund balance - beginning	<u>104</u>	<u>(43,620)</u>	<u>(43,724)</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ 93,741</u>	<u>\$ 93,741</u>

Belleview Place Metropolitan District
 Statement of Revenues, Expenditures and Changes in Fund Balance
 Governmental Funds
 Budget and Actual
 For the Six Month Period Ended June 30, 2024
 Debt Service Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Property taxes	\$ 211,933	\$ 208,246	\$ (3,687)
Specific ownership taxes	16,955	6,051	(10,904)
Interest income	<u>1,500</u>	<u>13,248</u>	<u>11,748</u>
	<u>230,388</u>	<u>227,545</u>	<u>(2,843)</u>
Expenditures			
Bond interest expense	144,000	72,000	72,000
Bond interest expense B Bond	85,000	-	85,000
Treasurer's Fees	3,179	3,123	56
Trustee/Paying Agent Fees	<u>4,000</u>	<u>-</u>	<u>4,000</u>
	<u>236,179</u>	<u>75,123</u>	<u>161,056</u>
Excess (deficiency) of revenues over expenditures	(5,791)	152,422	158,213
Fund balance - beginning	<u>563,319</u>	<u>571,693</u>	<u>8,374</u>
Fund balance - ending	<u>\$ 557,528</u>	<u>\$ 724,115</u>	<u>\$ 166,587</u>

RESOLUTION NO. 2024-08-01

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, via Zoom videoconference.

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 Debt Service 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:

Debt Service Fund	\$153,348
-------------------	-----------

BE IT FURTHER RESOLVED, that such sum is hereby appropriated from unexpected revenues available to the District to the Debt Service 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 August 14, 2024.

**BELLEVIEW PLACE METROPOLITAN
DISTRICT**

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT A

Original and Amended Budget Appropriations

NO
PARKING
FIRE
LANE
←









RAIN BIRD

STOP

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
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

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

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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
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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.

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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.



303-471-1522
naturesworkforce.com

To: SDMS	Contact: Peggy Ripko
Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Phone: 303-987-0835 Fax: 303-987-2032
Project Name: Belleview Place Metro District - Replace Irrigation Pedestal	Bid Number:
Project Location: 14805 E Belleview Dr, Aurora, CO	Bid Date: 1/19/2024
Addendum #: N/A	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Install Irrigation Pedestal	1.00	EACH	\$1,718.70	\$1,718.70
Total Bid Price:			<u>\$1,718.70</u>	

Notes:

- **This proposal will be subject to a change order for material price increases, if material market pricing escalates at the time of installation, from the date of proposal.**
- Acts of God are not covered under warranty for anything installed by CDI.
- **This proposal is good for 30 days following the date given on the proposal.**
- **Nature's Workforce**, a Consolidated Divisions, Inc. company.
An Equal Opportunity Employer

Payment Terms:

Payment due 30 days from invoice.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Nature's Workforce</p> <p>Authorized Signature: _____</p> <p>Estimator: Griffin Bell 720-630-0033 Griffinb@cdi-services.com</p>
--	---

**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.** 6
CONSULTANT Consolidated Divisions Inc. d/b/a CDI Environmental Contractor

TASK ORDER REFERENCE: Task Order 6 Scope of Work (attached)

TASK ORDER NAME: 2024 Landscape Services

METRO DISTRICT MANAGER: Special District Management Services, Inc.

BASIS OF COMPENSATION: Classification Rate (Fee Schedule attached)

SCHEDULE: January 1, 2024 to December 31, 2024

AGREEMENT PRICE RECONCILIATION:

Previously Approved Change Orders/Amendments/Task Orders	\$ <u>31,807.00</u>
Task Order Price – Task Order No. <u>6</u>	\$ <u>27,813.12</u>
Total of Agreement Prices including this Task Order	\$ <u>59,620.12</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 3/1/2024

Approved by _____ Date _____

The undersigned agrees to the above terms and conditions:

 03/01/2024
Consultant Date
Jamie Salisbury Sr. Director of Information Services
Authorized Agent Title

SCOPE OF WORK/COMPENSATION

Compensation: Total compensation of \$27,813.12 to be paid in twelve (12) monthly installments of \$2,317.76 commencing January 2024.

Scope of Services: Consultant shall furnish all horticultural supervision, labor, material, equipment, and transportation required to maintain the landscape, as further detailed herein. The scope of work and frequencies of services are shown on **Exhibit A**, attached hereto. Services not included on **Exhibit A** are excluded from the scope of services.

Any work herein contemplated or otherwise to be performed on a time and material basis shall be approved via Task Order in accordance with the Agreement.

Any reference herein to “Contractor” shall mean “Consultant” and any reference to “Owner” or “Client” shall mean the “District.”

Lawn Care:

A. Mowing:

Mowing will occur 2 times in April and October, and weekly from May through September, as weather allows. During extended rainy or dry periods, mowing will take place as conditions dictate. Mowing height shall be based on what is horticulturally correct for the turf variety, taking into account the season. Typical mowing height is between 3-4". Clippings will not be caught or removed from lawn area unless they are lying in swaths in such a manner that it may damage the lawn.

B. String Trimming:

Vertical obstacles shall be trimmed around to assure a neat and attractive appearance at the time of each mowing.

C. Edging:

All turf areas adjacent to sidewalks shall be edged. Edging may be done in a manner that half the property is done one week and the other half the following week in order to level the work load.

D. Blowing:

Sidewalk and curb areas adjacent to landscape areas shall be blown and kept clean with the use of power-operated blowers at the time of each mowing. This does not include the blowing of car ports and/or parking lots, unless otherwise stated in this contract.

E. Aeration:

Core aeration shall be performed with walk-behind, tow-behind, or stand-on type aerators. Aeration plugs shall be left and not caught or removed from turf areas.

F. Turf Fertilization:

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of fertilizer used and the type of turf, up to 3 times per season. Contractor will choose the best application method, amount, and timing appropriate for the property.

G. Turf Broadleaf Weed control:

Turf shall be kept reasonably free of weeds by the use of both pre-emergent and post-emergent chemical herbicides to promote a healthy appearance. Certain hard to control weeds may require additional applications to get under control. These applications will be billed at an additional cost. Weed control does not cover grassy weeds such as crab grass. If crab grass control is warranted Contractor to notify client and provide pricing and proper application timing for control.

Shrub Areas:

A. Pruning:

- a. Shrubs shall be pruned only as necessary to maintain the natural or aesthetic form of the plant. Pruning shall be performed, as necessary, to promote and maintain healthy plant development. The timing of pruning will be based on best horticulture practices, as well as weather and man power. Pruning services as outlined excludes hand pruning, rejuvenation pruning, dead wooding, or shearing of plants into boxes, squares, balls, etc., unless otherwise noted.
- b. Ornamental grasses shall be cut one time per year, typically in late winter, to approximately ¼ of the existing height.
- c. Perennial cut back shall be done one time per year, typically in the fall. Perennial dead heading is not included in this contract unless otherwise noted.
- d. If included in the scope of services, fertilization of landscape beds will be done with a slow-release fertilizer chosen by the Contractor.

B. Landscape Beds Weed Control:

Beds shall be kept reasonably free of broadleaf and grassy weeds, with the use pre-emergent and/or post-emergent herbicides, or with manual and/or mechanical removal. Contractor reserves the right to select the best method of control. Small weeds up to 2" tall and/or wide will be chemically treated, and left in place to die, while larger weeds will be hand pulled as necessary.

Pre-emergent: This type of control should be used only if a known weed problem warrants its use. Pre-emergent should be applied per the manufacture recommendations based on targeted weeds, to be effective. This is typically in late winter/early spring, or in the fall depending on species.

Post-emergent: Control broadleaf weeds and grassy with herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

If client requests that no chemical herbicides are used, and all weeds need to be removed by hand, or with equipment, this will be an additional cost above the quoted amount.

Tree Care:

A. Limbing:

This applies to low limbs blocking sidewalks, fire hydrants, and street signs, for trees that have been previously maintained, up to 10 feet. Low-hanging branches above walkways and/or drive lanes that present a hazard to pedestrian or vehicular traffic shall be pruned to a safe height not to exceed 10 feet. This excludes pruning necessitated by storm damage, disease, dead wooding, neglected or overgrown or winterkill. This does include the raising of canopies that are below 10feet.

- B. Volunteer suckers and shooters on trees shall be removed to maintain a clean appearance. Suckers that appear in landscape beds or turf areas, that are from plants in the Cottonwood family, or plants that are dead, or previously cut down are not included in this scope.
- C. Tree Rings shall be chemically treated to control weeds and grass adjacent to tree trunks to establish a safe buffer to protect trees. It is recommended that the trees have clean defined mulch rings installed, this is not included in the contracted price.

Native Areas:

- A. If present on site, native areas shall be mowed in their entirety. Contractor will not mow or disturb wetland plants that are considered protected. The timing of the mowing will be dictated by growing conditions, municipal codes, or client expectations at a frequency defined in Exhibit A Scope of Services.
- B. Broadleaf Weed Control in Native Areas:
 - a. Chemical control of broadleaf weeds in "native" grass fields, does not include hand pulling and excludes the control of grassy weeds.
- C. Native areas next to turf areas, along sidewalks or walking paths, as outlined in property map and in Exhibit A, shall be mowed 3'- 6' from edge to create a "beauty band" buffer between turf, sidewalks, walking paths, and native area.

V. **Irrigation System:**

A. **Activation:**

Seasonal activation of the irrigation system shall be performed as part of the base contract. Contractor shall be responsible for determining when to activate the system. Activation includes turning on the water, charging the mainlines, and doing the initial programming of controllers, if required. At the time of activation, a full system inspection may occur and all necessary repairs shall be performed to bring the system up to operating condition. Repairs shall be performed on a time and materials basis, or bid price.

B. **Monitoring:**

Monitoring of the system shall occur throughout the growing season. Programming shall be periodically adjusted according to natural conditions, seasonal changes, and the needs of the landscape. In the event any malfunctions are found, repairs shall be performed on a time and materials basis. Damages caused by Contractor during the normal course of operations shall be repaired by Contractor in a prompt manner at no expense to Owner. Monitoring of the system includes checking the property for wet or dry areas, looking for running water, and operating zones as needed to determine if repairs are required. This does not mean every zone will be run and observed at each monitoring.

C. **Water Conservation:**

Contractor is conscious of the need for water conservation. However, during extended cold or rainy periods, it is the client's responsibility to have rain/freeze sensors installed and functioning. Occasional rainstorms or cold weather may not constitute an adequate reason for full system shut-down/protection. Contractor is not responsible for shutting the system down for every rain or cold weather event. This can be done based on our Time and Material rates.

D. **Deactivation / Winterization:**

Seasonal deactivation and winterization of the irrigation system shall be performed in the Fall of each year, typically in October and November, depending upon weather conditions. The irrigation system shall be drained of water and will have forced air injected into the lateral and pressure lines, to evacuate any remaining water. Exterior backflow prevention devices can be wrapped to extend the watering season with an insulating material, if needed at an additional cost to the client. At the time of winterization backflows that are currently on unions will be removed and stored at an additional cost.

E. **Emergency Service Calls**

Emergency service calls shall be made upon request of the Owner. Emergencies are rare and are usually related to main line breaks or faulty valves that may cause flooding. Emergencies are defined as after-hours calls between the hours of 5:00 PM and 8:00 AM Monday-Friday, all day Saturday and Sunday, and recognized holidays. These shall be billed out at the emergency and/or holiday rate.

Trash and Debris Cleanup:

A. **Growing Season: (Mid-April through Mid-October)**

- i. All landscape areas shall be inspected on days of service. Small trash items shall be removed from the landscape areas prior to mowing services. This excludes large trash items such as but not limited to construction debris, and furniture. Dumpster areas are not included unless otherwise noted in exhibit A "Scope of Work".
- ii. **Dog Stations:**
 1. If included in the scope of work Contractor shall remove trash bags from dog stations and replace with new trash bags, and dog waste collection bags at the time of service. Client to provide any necessary keys and access.
- iii. **Trash Cans:**
 1. If included in the scope of work Contractor shall remove trash bags trash cans and replace with new trash bags, and dog waste collection bags at the time of service.

B. **Dormant Season: (Mid-October through Mid-April)**

- i. All landscape areas shall be inspected on days of service. Small trash items shall be removed from the landscape areas prior to mowing services. In-scope sidewalk and curb areas will be kept clean with the use of power-operated blowers. This excludes large trash items such as but not limited to construction debris, and furniture.
- ii. **Dog Stations:**
 1. If included in the scope of work Contractor shall remove trash bags from dog stations and replace with new trash bags, and dog waste collection bags at the time of service.
- iii. **Trash Cans:**
 1. If included in the scope of work Contractor shall remove trash bags trash cans and replace with new trash bags, and dog waste collection bags at the time of service.

Spring Cleanup:

Landscape debris shall be blown and removed from landscape beds, and turf areas. Landscape debris shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process. Unless indicated otherwise, leaves that have not fallen from trees or shrubs during contract term are not within the scope of the contract. Upon request, a price shall be provided for such service. Unless otherwise indicated, landscape debris clean-up does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include cleanup of debris caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

Fall Cleanup:

Typically, in November and December, fallen leaves shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Debris shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of leaf removal. It is not the intent to remove all leaves from the site, small amounts of mulched up leaves may be left in turf areas to decompose and add nutrients to the soil. Unless indicated in, the Exhibit A "Scope of services, leaves that have not fallen from trees or shrubs during contract term are not within the scope of the contract. Upon request, a price shall be provided for such service.

Unless otherwise indicated, debris clean-up does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include cleanup of debris caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

Bio-Hazards:

Contractor shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on the Owner's property. This includes, but is not limited to, items such as hypodermic needles (sharps/needles will not be handled by the Contractor's employees at any time), condoms, feminine hygiene products, dead animals, clothing or materials used in the process of cleaning up bodily fluids, homeless encampments. Contractor shall only be obligated to report/communicate any observations of potential bio-hazards to the Owner for their appropriate removal by others, unless previously arranged by the Owner and Contractor.

Time and Material Rates	
2024	
Service	Hourly Rate
Landscape Foreman with truck	\$ 82.00
Skilled Labor	\$ 55.00
Irrigation Tech with Truck	\$ 82.00
Supervisor with truck	\$ 135.00
Spray tech with truck & Standard Equipment	\$ 150.00
Skid Steer W/bucket (excludes operator)	\$ 87.50
Mini Excavator (excludes operator)	\$ 75.00
Walkbehind Trencher (excludes operator)	\$ 25.00
Winter Watering includes equipment	\$ 150.00
Standard Mowing equipment (for 4 man crew, excludes labor)	\$ 70.00
Backflow testing	\$ 150.00
Materials (billed at list price plus 10%)	List Plus
Subcontractors (Cost+ 30%)	Cost Plus
* One hour minimum charge for all T&M work. All pricing is port to port. Prices are subject to change with notification and approval based on economic conditions.	

EXHIBIT A

SCOPE OF SERVICES

<u>DESCRIPTION</u>	<u>QTY.</u>	<u>INCLUDED</u>
MOW, TRIM, BLOW,	26	APR-OCT
LANDSCAPE BEDS WEED CONTROL	26	APR-OCT
EDGING	13	APR-OCT
LANDSCAPE BEDS PRE-EMERGENT HERBICIDE	1	FEB-MARCH
TURF AERATION	2	APRIL
TURF FERTILIZATION	3	APR-OCT
TURF BROADLEAF WEED CONTROL	3	APR-OCT
TURF PRE-EMERGENT	1	APRIL
SPRING CLEAN UP	1	APRIL
SHRUB PRUNING	2	JUNE-SEPT
TREE PRUNING	1	APRIL
NATIVE GRASS MOWING	0	N/A
IRRIGATION SYSTEM START UP	1	APRIL
IRRIGATION SYSTEM MONITORING	24	MAY-SEPT
IRRIGATION SYSTEM WINTERIZATION	1	OCTOBER
WINTER TRASH	26	NOV-MAR
TREE WRAP AND UNWRAP	2	APR & OCT
FALL CLEAN UP	2	NOV-DEC

NOTES:



Estimate

4191 Inca St
Denver CO 80211
Phone (303) 350-4778 Fax (303) 232-3344

Date: 4/5/2024
Job # 8630MNT

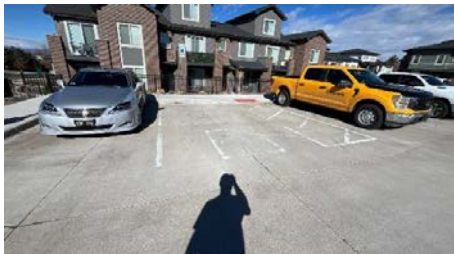
Bellevue Place
Special District Management Services - Michelle Gardner
14633 E Bellevue Dr
Aurora, CO 80015

Bid Description: Property Re-Striping

Item Cost

Notes - PST was contacted by the property manager to provide an estimate for restriping throughout the property. The property manager provided a map with three areas of concern to be restriped. PST inspected all 3 areas and will need to inform residents on property prior to work being done so vehicles will not obstruct PST from painting. PST will sweep and blow dirt and debris off of striping areas. Once clean PST will restripe parking stripes and crosshatch sections with DOT approved white SWARCO paint. Designated handicap stalls will have a stencil placed at the bottom of the stall and will be 2 color using DOT approved white and blue SWARCO paint. Once completed PST will clean up all work related debris.

- 1) Inform residents of striping with ample amount of time for planning by using door hangers and property manager email blast prior to work.
- 2) Sweep and blow debris away from striping areas to prep for painting.
- 3) Stripe all parking stripes and crosshatch sections using white DOT approved SWARCO paint. (14 Stripes and 2 crosshatch sections)
- 4) Lay handicap stencils at the bottom of each designated spot and spray with blue and white DOT approved SWARCO paint.
- 5) Clean up all work related debris and dispose of offsite.



Notes

- 1) Job will take 1 day to complete, weather dependent.
- 2) Any items not listed above or unforeseen conditions will result in change order.
- 3) Paint is not guaranteed due to high level of traffic and use. (plowing, studded tires, etc.)

Total

\$ 1,695.00

Respectfully submitted by _____

Mike Skiver, Property Solutions Team



ACCEPTANCE OF PROPOSAL / CONTRACT

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted by: _____

Printed Name & Title: _____

Terms and Conditions & Exclusions:

* All material is guaranteed to be as specified, the work to be performed in accordance with the drawings and/or specifications submitted (if any), and the job completed in a substantial workmanlike manner.

* This Proposal is based on our interpretation of the plans, specifications, or description of the work supplied by Owner. Estimate subject to equitable adjustment due to Owner directed changes in anticipated specifications, sequence, scope, or schedule.

Excludes any utility relocates or repairs that may be required.

Excludes any and all associated cost with winter conditions and will be addressed on a time and material bases if required. (i.e. Including but not limited to acts of God, excessive snow, frozen ground, below freezing temperatures and other unforeseen conditions)

I reserve the right to revise this report if and when additional information is provided.

* This proposal is valid for a period of 30 days from its effective date.

Note: The owner to have the property tested for asbestos and lead prior to start of work on any building constructed prior to October 12, 1988, as per Colorado Department of Public Health and Environment Regulation No. 8 part B - Asbestos section III subparagraph III.A.I.d., all abatement by OWNER.

Note: If the estimate contains materials that fluctuate in price, i.e. steel, petroleum, etc. the estimate may change if not accepted within 30 days.

* If accepted, the above items noted as "OPTIONS" will be incorporated into the contract through a change order, therein modifying the contract amount accordingly.

Exclusions:

* Engineering, life safety, or permits.

* Code related upgrades or corrections.

* Bonding, permitting, or any related fees.

* Remediation, removal, or abatement of any hazardous or toxic materials (e.g. lead paint, asbestos, etc.).

* EPA regulations and requirements are the responsibility of the owner.



303-471-1522
naturesworkforce.com

To: SDMS	Contact: Peggy Ripko
Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Phone: 303-987-0835 Fax: 303-987-2032
Project Name: Belleview Place - Top Dress Mulch	Bid Number:
Project Location: 14805 E Belleview Dr, Aurora, CO	Bid Date: 3/7/2024
Addendum #: N/A	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Washington Cedar Wood Mulch - Top Dress 2" Washington Cedar Mulch Throughout The Property In All Bare And Low Spots, Approximately 200 Cy	20,000.00	SF	\$2.22	\$44,400.00

Total Bid Price: \$44,400.00

Notes:

- **This proposal will be subject to a change order for material price increases, if material market pricing escalates at the time of installation, from the date of proposal.**
- Acts of God are not covered under warranty for anything installed by CDI.
- **This proposal is good for 30 days following the date given on the proposal.**
- **Nature's Workforce, a Consolidated Divisions, Inc. company.**
An Equal Opportunity Employer

Payment Terms:

Payment due 30 days from invoice.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Nature's Workforce</p> <p>Authorized Signature: _____</p> <p>Estimator: Griffin Bell 720-630-0033 Griffinb@cdi-services.com</p>
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LANDSCAPE PROPOSAL

JOB NAME: Belleview Place
 PROJECT: Mulching of park beds
 CLIENT CONTACT: Michelle Gardner
 SUBMITTAL DATE: 4/29/2024
 CLIENT PHONE: 303-987-0835 ext 204

SCOPE: Mulching of park area beds, building on corner of Belleview ave and Belleview dr and perimeter on Belleview dr up to first turn in to homes.

QTY.	DESCRIPTION
130	Remulching of beds with Washington Cedar Mulch
	<div style="display: flex; justify-content: space-between;"> TOTAL PRICE \$ <u>33,628.50</u> </div>

Notes and Exclusions: 1.) Contractor not responsible for private utility locates, this can be done at an additional charge. 2.) Irrigation repairs and modifications are not included, and will be done on T&M rates per base contract, unless otherwise specified above. 3.) Excludes permits, survey, fees, and traffic control unless otherwise noted above. 4.) CDI not responsible for acts of nature, theft, or vandalism. 5.) Tree and shrubs will be warrantied for one year as long as plants are irrigated, CDI retains maintenance on site including full control of irrigation, and client allows CDI to perform all responsible maintenance including but not limited to winter watering, and recommended pest control. 6.) Annual flowers are warrantied for a max of 30 days, excludes freeze, hail, vandalism, and pest damages. 7.) Sod will be warrantied for 1 growing season 8.) Plants will not be warrantied if installed between October 1st, and May 1st. 9.) Pricing is valid for 30 days, CDI reserves the right to reprice due to material price escalation.

 Authorization to perform work

 Damon



7121 Julian St, Westminster CO 80030

LANDSCAPE MAINTENANCE CONTRACT

Presented by Nature's Workforce, herein referred to as ("Contractor"), 5585 West Airport Rd, Sedalia CO 80135 to SDMS, herein referred to as ("Owner") on the 11th day of January 2024 year.

Owners Agent/Management information:
Name: SDMS
Address: 141 Union Blvd, Suite 150
Lakewood, CO, 80228

Job Information:
Name: Belleview Place
Address: 14805 E Belleview Place
Aurora, CO, 80015

OWNERS REPRESENTATIVE:

Name: Peggy Ripko

Title: District
Manager

Phone:
303.987.0835

Email: Pripko@sdmsi.com

AGREEMENT TERM:

PRACTICAL SPECIFICATIONS FOR CONTRACT LANDSCAPE MANAGEMENT:

I. Scope of Work:

Contractor shall furnish all horticultural supervision, labor, material, equipment, and transportation required to maintain the landscape throughout the contract period, as specified herein. The scope of work and frequencies of services included in this contract are shown in chart of Exhibit A "Scope of Services". Anything not outlined in Exhibit A is excluded from this base contract.

II. Lawn Care:

A. Mowing:

Mowing will occur 2 times in April and October, and weekly from May through September, as weather allows. During extended rainy or dry periods, mowing will take place as conditions dictate. Mowing height shall be based on what is horticulturally correct for the turf variety, taking into account the season. Typical mowing height is between 3-4". Clippings will not be caught or removed from lawn area unless they are lying in swaths in such a manner that it may damage the lawn.

B. String Trimming:

Vertical obstacles shall be trimmed around to assure a neat and attractive appearance at the time of each mowing.

C. Edging:

All turf areas adjacent to sidewalks shall be edged. Edging may be done in a manner that half the property is done one week and the other half the following week in order to level the work load.

D. Blowing:

Sidewalk and curb areas adjacent to landscape areas shall be blown and kept clean with the use of power-operated blowers at the time of each mowing. This does not include the blowing of car ports and/or parking lots, unless otherwise stated in this contract.

E. Aeration:

Core aeration shall be performed with walk-behind, tow-behind, or stand-on type aerators. Aeration plugs shall be left and not caught or removed from turf areas.

F. Turf Fertilization:

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of fertilizer used and the type of turf, up to 3 times per season. Contractor will choose the best application method, amount, and timing appropriate for the property.

G. Turf Broadleaf Weed control:

Turf shall be kept reasonably free of weeds by the use of both pre-emergent and post-emergent chemical herbicides to promote a healthy appearance. Certain hard to control weeds may require additional applications to get under control. These applications will be billed at an additional cost. Weed control does not cover grassy weeds such as crab grass. If crab grass control is warranted Contractor to notify client and provide pricing and proper application timing for control.

Shrub Areas:

A. Pruning:

- a. Shrubs shall be pruned only as necessary to maintain the natural or aesthetic form of the plant. Pruning shall be performed, as necessary, to promote and maintain healthy plant development. The timing of pruning will be based on best horticulture practices, as well as weather and man power. Pruning services as outlined excludes hand pruning, rejuvenation pruning, dead wooding, or shearing of plants into boxes, squares, balls, etc., unless otherwise noted.
- b. Ornamental grasses shall be cut one time per year, typically in late winter, to approximately ¼ of the existing height.
- c. Perennial cut back shall be done one time per year, typically in the fall. Perennial dead heading is not included in this contract unless otherwise noted.
- d. If included in the scope of services, fertilization of landscape beds will be done with a slow-release fertilizer chosen by the Contractor.

B. Landscape Beds Weed Control:

Beds shall be kept reasonably free of broadleaf and grassy weeds, with the use pre-emergent and/or post-emergent herbicides, or with manual and/or mechanical removal. Contractor reserves the right to select the best method of control. Small weeds up to 2" tall and/or wide will be chemically treated, and left in place to die, while larger weeds will be hand pulled as necessary.

Pre-emergent: This type of control should be used only if a known weed problem warrants its use. Pre-emergent should be applied per the manufacture recommendations based on targeted weeds, to be effective. This is typically in late winter/early spring, or in the fall depending on species.

Post-emergent: Control broadleaf weeds and grassy with herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

If client requests that no chemical herbicides are used, and all weeds need to be removed by hand, or with equipment, this will be an additional cost above the quoted amount.

III. Tree Care:

A. Limbing:

This applies to low limbs blocking sidewalks, fire hydrants, and street signs, for trees that have been previously maintained, up to 10 feet. Low-hanging branches above walkways and/or drive lanes that present a hazard to pedestrian or vehicular traffic shall be pruned to a safe height not to exceed 10 feet. This excludes pruning necessitated by storm damage, disease, dead wooding, neglected or overgrown or winterkill. This does include the raising of canopies that are below 10feet.

- B. Volunteer suckers and shooters on trees shall be removed to maintain a clean appearance. Suckers that appear in landscape beds or turf areas, that are from plants in the Cottonwood family, or plants that are dead, or previously cut down are not included in this scope.
- C. Tree Rings shall be chemically treated to control weeds and grass adjacent to tree trunks to establish a safe buffer to protect trees. It is recommended that the trees have clean defined mulch rings installed, this is not included in the contracted price.

IV. Native Areas:

- A. If present on site, native areas shall be mowed in their entirety. Contractor will not mow or disturb wetland plants that are considered protected. The timing of the mowing will be dictated by growing conditions, municipal codes, or client expectations at a frequency defined in Exhibit A Scope of Services.

B. Broadleaf Weed Control in Native Areas:

- a. Chemical control of broadleaf weeds in "native" grass fields, does not include hand pulling and excludes the control of grassy weeds.

- C. Native areas next to turf areas, along sidewalks or walking paths, as outlined in property map and in Exhibit A, shall be mowed 3'- 6' from edge to create a "beauty band" buffer between turf, sidewalks, walking paths, and native area.

V. **Irrigation System:**

A. **Activation:**

Seasonal activation of the irrigation system shall be performed as part of the base contract. Contractor shall be responsible for determining when to activate the system. Activation includes turning on the water, charging the mainlines, and doing the initial programming of controllers, if required. At the time of activation, a full system inspection may occur and all necessary repairs shall be performed to bring the system up to operating condition. Repairs shall be performed on a time and materials basis, or bid price.

B. **Monitoring:**

Monitoring of the system shall occur throughout the growing season. Programming shall be periodically adjusted according to natural conditions, seasonal changes, and the needs of the landscape. In the event any malfunctions are found, repairs shall be performed on a time and materials basis. Damages caused by Contractor during the normal course of operations shall be repaired by Contractor in a prompt manner at no expense to Owner. Monitoring of the system includes checking the property for wet or dry areas, looking for running water, and operating zones as needed to determine if repairs are required. This does not mean every zone will be run and observed at each monitoring.

C. **Water Conservation:**

Contractor is conscious of the need for water conservation. However, during extended cold or rainy periods, it is the client's responsibility to have rain/freeze sensors installed and functioning. Occasional rainstorms or cold weather may not constitute an adequate reason for full system shut-down/protection. Contractor is not responsible for shutting the system down for every rain or cold weather event. This can be done based on our Time and Material rates.

D. **Deactivation / Winterization:**

Seasonal deactivation and winterization of the irrigation system shall be performed in the Fall of each year, typically in October and November, depending upon weather conditions. The irrigation system shall be drained of water and will have forced air injected into the lateral and pressure lines, to evacuate any remaining water. Exterior backflow prevention devices can be wrapped to extend the watering season with an insulating material, if needed at an additional cost to the client. At the time of winterization backflows that are currently on unions will be removed and stored at an additional cost.

E. **Emergency Service Calls**

Emergency service calls shall be made upon request of the Owner. Emergencies are rare and are usually related to main line breaks or faulty valves that may cause flooding. Emergencies are defined as after-hours calls between the hours of 5:00 PM and 8:00 AM Monday-Friday, all day Saturday and Sunday, and recognized holidays. These shall be billed out at the emergency and/or holiday rate.

After Hours Emergency Contact: 303-358-0498 (April-October), During fall and winter contact your Account Manager directly.

F. **Time and Material- Not to Exceed**

If required by OWNER, the not to exceed for any single irrigation repair or emergency call will be \$_____. The CONTRACTOR will stop work and get written approval to continue when the not to exceed amount is reached. _____ (OWNER/OWNER AGENT INITIALS).

VII. **Trash and Debris Cleanup:**

A. **Growing Season:** (Mid-April through Mid-October)

i. All landscape areas shall be inspected on days of service. Small trash items shall be removed from the landscape areas prior to mowing services. This excludes large trash items such as but not limited to construction debris, and furniture. Dumpster areas are not included unless otherwise noted in exhibit A "Scope of Work".

ii. **Dog Stations:**

1. If included in the scope of work Contractor shall remove trash bags from dog stations and replace with new trash bags, and dog waste collection bags at the time of service. Client to provide any necessary keys and access.

iii. **Trash Cans:**

1. If included in the scope of work Contractor shall remove trash bags trash cans and replace with new trash bags, and dog waste collection bags at the time of service.

B. **Dormant Season:** (Mid-October through Mid-April)

- i. All landscape areas shall be inspected on days of service. Small trash items shall be removed from the landscape areas prior to mowing services. In-scope sidewalk and curb areas will be kept clean with the use of power-operated blowers. This excludes large trash items such as but not limited to construction debris, and furniture.
- ii. Dog Stations:
 - 1. If included in the scope of work Contractor shall remove trash bags from dog stations and replace with new trash bags, and dog waste collection bags at the time of service.
- iii. Trash Cans:
 - 1. If included in the scope of work Contractor shall remove trash bags trash cans and replace with new trash bags, and dog waste collection bags at the time of service.

VIII. **Spring Cleanup:**

Landscape debris shall be blown and removed from landscape beds, and turf areas. Landscape debris shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process. Unless indicated otherwise, leaves that have not fallen from trees or shrubs during contract term are not within the scope of the contract. Upon request, a price shall be provided for such service. Unless otherwise indicated, landscape debris clean-up does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include cleanup of debris caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

IX. **Fall Cleanup:**

Typically, in November and December, fallen leaves shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Debris shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of leaf removal. It is not the intent to remove all leaves from the site, small amounts of mulched up leaves may be left in turf areas to decompose and add nutrients to the soil. Unless indicated in, the Exhibit A "Scope of services, leaves that have not fallen from trees or shrubs during contract term are not within the scope of the contract. Upon request, a price shall be provided for such service.

Unless otherwise indicated, debris clean-up does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include cleanup of debris caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

XII. **Bio-Hazards:**

Contractor shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on the Owner's property. This includes, but is not limited to, items such as hypodermic needles (sharps/needles will not be handled by the Contractor's employees at any time), condoms, feminine hygiene products, dead animals, clothing or materials used in the process of cleaning up bodily fluids, homeless encampments. Contractor shall only be obligated to report/communicate any observations of potential bio-hazards to the Owner for their appropriate removal by others, unless previously arranged by the Owner and Contractor.

XIII. **Annual Color Program:**

Spring Annual install:

- A. Install annual flowers per agreed upon design in all existing annual flower beds. Prepare soil with 3 yards per 1,000 sf of compost, tilled. Install fertilizer and pre-Emergency weed control. All irrigation repairs and modifications will be done on a time & material rate as outlined in this contract. Flower install will be billed in complete at time of installation in the amount of \$ N/A . This item is in addition to the annual rate. There is a limited one-time warranty on workmanship and materials for 2 months (excludes all acts of nature, vandalism, or anything else outside of the control of Contractor).
- B. Flowers will be maintained weekly through the growing season, June – September. Maintenance includes deadheading, weeding, and fertilizing as needed. Pest control is not included in this price but can be performed, when necessary, at an additional cost. Flowers will be removed at the end of the season and flower beds will be turned. Annual flower maintenance is billed out in 4 monthly installments in the amount of \$ N/A .

Fall Annual Install:

- C. Install annual flowers per agreed upon design in all existing annual flower beds. Prepare soil with 3 yards per 1,000 sf of compost, tilled. Install fertilizer and pre-Emergency weed control. All irrigation repairs and modifications will be done on a time & material rate as outlined in this contract. Flower install will be billed in complete at time of installation in the amount of \$ N/A . This item is in addition to the annual rate. There is a limited one-time warranty on workmanship and materials for 2 months (excludes all acts of nature, vandalism, or anything else outside of the control of Contractor).
- D. Flowers will be maintained as needed from install to removal. Maintenance includes watering, and fertilizer as needed. Pest control is not included in this price but can be performed, when necessary, at an additional cost. Flowers will be removed at the end of the season and flower beds will be turned. Annual flower maintenance is billed out in 4 monthly installments in the amount of \$ N/A .

ADDITIONAL SERVICES AVAILABLE

Beyond those services made a part of the base contract, Contractor offers a number of additional landscape management services to help beautify, protect, and keep safe your landscape. These services are all available for an additional cost. These services include:

1. Insect and disease control in turf, shrubs, and trees
2. Plant Health Care
3. Winter Tree Wrap
4. Winter Tree and Shrub Watering
5. Landscape and Holiday lighting, including installation and maintenance
6. Mature Tree Pruning
7. Landscape enhancement and beautification services, including design and construction, turf renovation, plant replacement, patios, pavers, concrete, outdoor living, and irrigation repair and upgrade/installation
8. Winter services, including snow removal, weekly debris removal, winter watering, installation of holiday décor, and other services.
9. Detention Pond cleaning and maintenance.
10. And much more...

[Remainder of page intentionally left blank]

EXHIBIT A

SCOPE OF SERVICES

<u>DESCRIPTION</u>	<u>QTY.</u>	<u>INCLUDED</u>
MOW, TRIM, BLOW,	26	APR-OCT
LANDSCAPE BEDS WEED CONTROL	26	APR-OCT
EDGING	13	APR-OCT
LANDSCAPE BEDS PRE-EMERGENT HERBICIDE	1	FEB-MARCH
TURF AERATION	2	APRIL
TURF FERTILIZATION	3	APR-OCT
TURF BROADLEAF WEED CONTROL	3	APR-OCT
TURF PRE-EMERGENT	1	APRIL
SPRING CLEAN UP	1	APRIL
SHRUB PRUNING	2	JUNE-SEPT
TREE PRUNING	1	APRIL
NATIVE GRASS MOWING	3	MAY-SEPT
IRRIGATION SYSTEM START UP	1	APRIL
IRRIGATION SYSTEM MONITORING	24	MAY-SEPT
IRRIGATION SYSTEM WINTERIZATION	1	OCTOBER
WINTER TRASH	26	NOV-MAR
TREE WRAP AND UNWRAP	2	APR & OCT
FALL CLEAN UP	2	NOV-DEC

NOTES:

EXHIBIT C- TIME AND MATERIAL RATES

Time and Material Rates	
2024	
Service	Hourly Rate
Landscape Foreman with truck	\$ 82.00
Skilled Labor	\$ 55.00
Irrigation Tech with Truck	\$ 82.00
Supervisor with truck	\$ 135.00
Spray tech with truck & Standard Equipment	\$ 150.00
Skid Steer W/bucket (excludes operator)	\$ 87.50
Mini Excavator (excludes operator)	\$ 75.00
Walkbehind Trencher (excludes operator)	\$ 25.00
Winter Watering includes equipment	\$ 150.00
Standard Mowing equipment (for 4 man crew, excludes labor)	\$ 70.00
Backflow testing	\$ 150.00
Materials (billed at list price plus 10%)	List Plus
Subcontractors (Cost+ 30%)	Cost Plus
<p>* One hour minimum charge for all T&M work. All pricing is port to port. Prices are subject to change with notification and approval based on economic conditions.</p>	

EXHIBIT D
BILLING SCHEDULE

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	\$ 2,317.76	\$ 2,317.76	\$ 2,317.76	\$ 2,317.76	\$ 2,317.76	\$ 2,317.76	\$ 2,317.76	\$ 2,317.76	\$ 2,317.76	\$ 2,317.76	\$ 2,317.76	\$ 2,317.76

TERMS AND CONDITIONS

This agreement may be terminated by either the CONTRACTOR or the OWNER upon 30 days written notice. The written notification shall contain the date the notice is written and the date service is to be terminated. Upon receipt of notification, CONTRACTOR will provide final billing detailing the unpaid balance based on actual work performed. Please note that the monthly rate does not pertain to actual work performed and is for convenience only. When terminated actual work performed will be calculated and billed to the owner. Payment is due upon receipt. This is a lump sum contract split into equal monthly payments over the duration of the contract term. Due to the nature of the work, a majority of the work is performed in the beginning of the term. Therefore, the monthly rate is not relevant to the final billing. Upon receipt of notification, CONTRACTOR will provide final billing detailing the unpaid balance for actual work performed. Payment for all services rendered until the end of the 30-day notice will be due upon receipt of invoice.

1. All work shall be performed by trained and properly supervised personnel. Adequate equipment and personnel shall be provided to timely complete above stated services ("LANDSCAPE MAINTENANCE CONTRACT") with rates set forth in this agreement. Services will be provided for length of time specified in "AGREEMENT TERM". Contractor will provide only the services outlined and only at the location(s) set forth on "LANDSCAPE MAINTENANCE CONTRACT".

2. All services will be performed as outlined in the "PRACTICAL SPECIFICATIONS FOR CONTRACT LANDSCAPE MANAGEMENT". Contractor will not be responsible for anything items that are not included in Exhibit A "SCOPE OF SERVICES".

3. Contractor is a fully insured and licensed company. Contractor will provide certificates of insurance upon request, and carry liability and worker's compensation insurance.

4. Contractor will assume responsibility for contacting the local utility company for underground line locations if needed. Contractor cannot be held liable for any sub-surface lines that are not marked by utility location services. This includes, but is not limited to cable TV, security lines, invisible dog fences, gas barbecue lines, pool equipment lines, and irrigation/lighting systems.

5. Owner shall pay Contractor for services as outlined in the "RATES" section(s). Owner shall pay Contractor immediately upon receiving an invoice. Contractor reserves the right to terminate this Agreement upon written notice to the Owner if payment is not made within 30 days of the invoice date.

6. Owner further agrees to pay Contractor a finance charge of 1.75% per month (21%) per annum for any amount that is not paid in full within 30 days of the invoice date. Owner shall also pay Contractor's fees incurred in association with collection including, but not limited to, attorneys' fees, collection agency fees, and court costs.

7. 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 arbitration in accordance with the Rules of the American Arbitration Association. The arbitration award 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 Colorado Court of competent jurisdiction, which shall be final and binding upon the parties.

8. Due to the inability for weather predictions at the time of contract, it must be noted that certain acts of nature may require additional services, or change in existing services. For these unexpected services, the responsibility of timely notification for needed services lies upon the Owner. Contractor will respond upon written authorization and bill for time and material.

9. Except for gross negligence resulting in substantial and unjustifiable damage, the Contractor shall not be responsible for damage to existing walks, curbs, driveways, cesspools, septic tanks, utility lines, sprinkler systems, arches, shrubs, lawn, trees, or other personal property or improvements, as may be caused by Contractor, its subcontractors, laborers or suppliers incurred in the ordinary and customary performance of the work. Contractor must be notified by Owner, in writing, within 48 hours of such damage.

10. Contractor shall be entitled to prompt payment in full upon completion of the work. Contractor is not obligated to perform any work or service except as expressly provided in this Contract or any authorized change order. If, after Contractor has declared the work completed, Owner claims that work still remains to be done, Owner shall give Contractor reasonable notice and opportunity to complete the work before proceeding to hire the completion. Upon Contractor's completion of any corrective work claimed by Owner, Contractor shall be entitled to payment of the full of the Contract Price then remaining due.

11. 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.

12. 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 LANDSCAPE MAINTENANCE CONTRACT. This limitation applies to all actions of any character, whether a law or in equity, and whether sounding in contract, tort, or otherwise.

13. Contractor agrees to complete the work in a good and workmanlike manner, but is not responsible for failures or defects that result from work done by others.

14. "Owner" as used in this Contract is intended to apply to and include all persons who have an ownership interest in the job site property or their agents, tenants or employees or those claiming under agreement with or grant from them. The person signing this Contract as or on behalf of the Owner, hereby represents to the Contractor with the expectation of reliance thereon that such person is fully empowered and authorized to sign this Contract as or on behalf of all owners of the job site.

15. Owner, or agents thereof, shall indemnify and save Contractor harmless from any liability, claim, loss, expense, damage or cause of action including court costs and attorney's fees resulting in any matter whatsoever, directly or indirectly from weather conditions or actions of others.

ACCEPTANCE OF CONTRACT

The undersigned, as or on behalf of the Owner of the job site property hereby acknowledge and represent to Contractor that i) **I/WE HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS CONTRACT**, ii) I/we have received from Contractor a completed copy of this proposal, including the Job Estimate, if applicable, iii) in consideration of the products, materials and services to be provided by Contractor, I/we accept the terms and conditions of the LANDSCAPE MAINTENANCE CONTRACT in its entirety and authorize Contractor to acquire the products and materials and commence performance of the work as specified.

The rate for services provided during the Agreement Term will be billed according to Exhibit D "Billing Schedule". This is a lump sum contract broken out per the billing schedule into monthly payments.

Total Contract Amount: \$27,8136.16

Accepted this _____ of _____, _____.

Name (Please Type or Print)

Title

Signature

[Remainder of page intentionally left blank]

**SERVICE AGREEMENT FOR
TRASH AND RECYCLING REMOVAL SERVICES**

THIS SERVICE AGREEMENT FOR TRASH AND RECYCLING REMOVAL SERVICES (“Agreement”) is entered into as of the ____ day of _____, 2024, with an effective date of the 1st day of March 2024, by and between **BELLEVIEW PLACE METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **WASTE MANAGEMENT OF COLORADO, INC.**, a Colorado corporation d/b/a **WASTE MANAGEMENT** (the “Consultant”) (each a “Party” and, collectively, the “Parties”).

RECITALS

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

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

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

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

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

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

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

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

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

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

1.2 Limitations on Authority.

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

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

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

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

1.5 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is

and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.5, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.5. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in Exhibit B attached hereto, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as Exhibit C ("Change Order").

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

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

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

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on March 1, 2024, and shall expire sixty (60) months thereafter, on February 28, 2029. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination.

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

(b) Notwithstanding any provision herein to the contrary, the Agreement shall terminate automatically and be of no further force or effect upon the occurrence of (a) the Consultant's voluntary dissolution, liquidation, winding up, or cessation to carry on business activities as a going concern; or (b) administrative dissolution (or other legal process not initiated by the Consultant dissolving the Consultant as a legal entity) that is not remedied or cured within sixty (60) calendar days of the effective date of such dissolution or other process.

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

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

(i) Workers' Compensation Insurance. A Workers' Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer's Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers' Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

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

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

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

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

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

V. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

To Consultant: Waste Management of Colorado, Inc.
5500 Quebec Street, Suite 250
Greenwood Village, Colorado 80111
Phone: (303) 797-1600
Email: mmaher1@wm.com
Attn: Mike Maher

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

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

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

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

5.12 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:

WASTE MANAGEMENT OF COLORADO, INC.

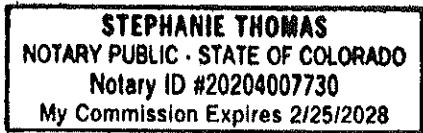
By: Mike Maher
Its: WM HOA Manager

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 14th day of April, 2024, by Mike Maher as HOA Manager of Waste Management of Colorado, Inc

Witness my hand and official seal.

My commission expires: 2-25-2028



[Signature]
Notary Public

District:
BELLEVUE PLACE METROPOLITAN DISTRICT

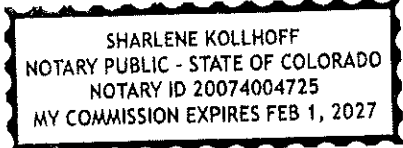
By: [Signature]
President

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of April, 2024, by Cynthia Myers, as President of Bellevue Place Metropolitan District.

Witness my hand and official seal.

My commission expires: 02/01/2027



[Signature]
Notary Public

EXHIBIT A
SCOPE OF SERVICES

- Consultant shall provide waste and recycling materials removal services for 90 residential units within the boundaries of the District.
- The Consultant shall remove from each unit the waste materials on a weekly basis, and the recycling materials on a bi-weekly basis.
- One time per residential unit, at no charge, the Consultant has provided (or shall provide) each residential unit with either:
 - a 64-gallon or a 96-gallon waste material cart, and
 - a 64-gallon or a 96-gallon recycling material cart.
- District and its residents may call 303-797-1600 for:
 - customer service,
 - to replace or swap out their cart(s), and/or
 - to pre-pay and schedule the removal of bulky items that do not fit within a waste or recycling material cart.

EXHIBIT B COMPENSATION

Consultant shall be compensated on a monthly basis in an amount equal to Fourteen and 55/100 Dollars (\$14.55) per each of the 90 residential units, for a total of One Thousand Three Hundred Nine and 50/100 Dollars (\$1,309.50) per month (the “**Monthly Compensation**”). The Monthly Compensation may be modified pursuant to a Change Order executed by the Parties in accordance with the terms of the Agreement. The parties understand and anticipate that the Monthly Compensation may be modified annually based upon percentage change in the local consumer price index, pursuant to a Change Order executed by the Parties.

In addition to the Monthly Compensation, Consultant’s monthly invoice *may* include amounts for the following charges:

- \$5.00 Cart Replacement (or swap) Fee
 - As applicable
- Fuel/Environmental Charge
- Energy Surcharge
- Recyclable Material Offset

EXHIBIT C

FORM OF CHANGE ORDER

Change Order No:	Date Issued:
Name of Agreement: Service Agreement for Trash and Recycling Removal Services	
Date of Agreement: March 1, 2024	District: Belleview Place Metropolitan District
Other Party: Waste Management of Colorado, Inc.	

CHANGE IN SCOPE OF SERVICES (describe):

<p>CHANGE IN SCOPE OF SERVICES (describe):</p>

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: <ul style="list-style-type: none"> • \$1,309.50 per month (\$14.55 per 90 residential units) Plus additional charges including: <ul style="list-style-type: none"> • Fuel/Environmental Charge • Energy Surcharge • Recyclable Material Offset 	Original Term: <p align="center">Expires February 28, 2029</p>
Increase of this Change Order: <p align="center">\$ _____</p>	New Term: <p align="center">Expires _____, 20____</p>
Price with all Approved Change Orders: <p align="center">\$ _____</p>	Agreement Time with all Approved Change Orders:

APPROVED:	
By:	
	District

APPROVED:	
By:	
	Consultant