

VAUXMONT METROPOLITAN DISTRICT  
8390 E. Crescent Parkway, Suite 300  
Greenwood Village, CO 80111  
Phone: 303-779-5710

[www.candelascommunity.com](http://www.candelascommunity.com)

**NOTICE OF REGULAR MEETING AND AGENDA**

**DATE:** Tuesday, May 21, 2024  
**TIME:** 5:00 p.m.  
**LOCATION:** Candelas Parkview Swim and Fitness Club  
19865 W. 94<sup>th</sup> Avenue  
Arvada, CO 80007

You can also attend the meeting in any of the following ways:

**URL:**

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MDNmMTMwNDUtOWFkYS00MmQyLWlzZTMtYmZmMzg0MzU4OTNI%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%221f1b712c-e235-4dd5-b5c5-d830e47350db%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDNmMTMwNDUtOWFkYS00MmQyLWlzZTMtYmZmMzg0MzU4OTNI%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%221f1b712c-e235-4dd5-b5c5-d830e47350db%22%7d)

**Dial in:**

**1-720-547-5281** United States, Denver  
Phone Conference ID: **381 049 093#**

**Board of Directors**

Peter Schulte  
Anna Smith  
Craig Conway  
Paul Hoisington  
Travis Hart

**Office**

President  
Vice President  
Secretary  
Treasurer  
Assistant Secretary

**Term Expires**

May, 2027  
May, 2027  
May, 2025  
May, 2027  
May, 2025

**I. ADMINISTRATIVE MATTERS**

- A. Call to order and approval of agenda.
- B. Present disclosures of potential conflicts of interest.
- C. Confirm quorum, location of meeting and posting of meeting notice.

**II. CONSENT AGENDA**

- A. Review and consider approval of minutes of the April 4, 2024 special meeting and the April 16, 2024 regular meeting (enclosures).
- B. Review and consider ratification of Environmental Designs, LLC Change Order No. 2 for landscape work and erosion control for Yucca Stormwater Facility. (to be distributed).

**III. PUBLIC COMMENT** – Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

**IV. OPERATIONAL MATTERS AND MAINTENANCE MATTERS**

- A. Landscape Report.
  - 1. Review and consider approval of Environmental Designs, LLC Landscape Enhancement Agreement for tree stake removal in the amount of \$8,516.97 (enclosure).
- B. Stormwater facilities updates.
  - 1. Review and consider Task Order E from Level Engineering to prepare a topographic survey and design and construction documents related to trail adjacent to Yucca Stormwater Facility (enclosure).
- C. Engineer’s Report.
  - 1. Review final draft of Townview Pool Evaluation Report (enclosure).
- D. May 2024 Candelas Facilities Update (enclosure).
- E. Discuss and consider approval of pool monitor services for the 2024 pool season (enclosure).

**V. DIRECTORS’ MATTERS**

- A. Status of communication to delinquent Alley Lot Fee accounts.
- B. Discuss RFP for community management.
- C. Discuss 2025 budget process and timeline (to be distributed).
- D. Status of repairs to damaged signage (Canyon View) reported on September 13, 2023.
- E. Discuss Environmental Designs LLC work performance to date and damage to District property during last snow event.

F. Discuss obtaining a proposal from Weed Wranglers related to Canadian thistle and yellow street clover weed mitigation.

G. Discuss dead trees along Candelas Parkway.

**VI. FINANCIAL MATTERS**

A. Review the May 2024 Variance Report and ratify/approve Payment of Claims in the amount of \$180,181.57 through the period ending May 2024 and the Schedule of Cash Position (enclosure).

B. Conduct Public Hearing to consider amendment of the 2023 budget. If necessary, consider adoption of Resolution to Amend the 2023 Budget (enclosure).

**VII. LEGAL MATTERS – Adjourn to Executive Session, if necessary, for any of the following items:**

A. Legal Status Report (enclosure).

**VIII. COVENANT CONTROL AND ENFORCEMENT/COMMUNITY MANAGEMENT (Adjourn to Executive Session, if necessary, for any of the following items):**

A. Community Manager Report (enclosure).

1. Consider approval of proposal from ER Landscape for concrete pads related to bike racks in the amount of \$7,950.00 (included in Community Manager Report).

2. Discuss work orders received from residents and seek direction on how to respond.

B. Lee Design Group LLC updated proposal and color palette recommendation presentation (to be distributed).

C. Consider approval of revisions to Design Guidelines (to be distributed).

D. Discuss covenant enforcement violations (9395 Joyce Way) and request for payment agreement - *Recommendation to enter into executive session to obtain legal advice and develop negotiating positions pursuant to § 24-6-402(4)(b) and (e), C.R.S., after announcement of the specific topic for discussion and the statutory citation authorizing the executive session, and a 2/3 vote of the quorum present of the Board.*

E. 9424 Noble Way – Variance Request (enclosure).

F. 9530 Kendrick Way – Variance Request (enclosure).

**IX. MANAGER MATTERS**

A. Update on SDA inspections.

B. Update on website.

**X. COMMITTEE UPDATES**

A. Review draft Social Committee Resolution (enclosure).

B. Discuss committee member mid-year appointments and application process.

C. Review and discuss the following committees and reports from the same:

1. Social/Events Committee.

i. Blue Soda Entertainment contract update (enclosure).

ii. Upcoming community events.

2. Alley Lots Committee.

i. Review and consider proposal from Monarch Tree Services for tree health in the amount of \$4,140.00 (enclosure).

3. Finance/Audit Committee.

4. Sustainability Committee.

5. Landscape Committee.

6. CDRC Committee.

i. Consider appointment of Mark Hutchinson and Dale Meier to the CDRC Committee for 2024.

**XI. PUBLIC COMMENT**

**XII. OTHER BUSINESS**

**XIII. ADJOURNMENT**

**The next regular meeting is scheduled for Tuesday, June 18, 2024 at 5:00 p.m.**

## **Informational Enclosures**

- CDRC meeting minutes from May 7, 2024 and May 14, 2024.

## RECORD OF PROCEEDINGS

---

MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
VAUXMONT METROPOLITAN DISTRICT (THE  
“DISTRICT”)  
HELD  
APRIL 4, 2024

A special meeting of the Board of Directors (referred to hereafter as “Board”) of the Vauxmont Metropolitan District (referred to hereafter as the “District”) was convened on Thursday, April 4, 2024 at 5:00 p.m. at Candelas Parkview Swim & Fitness Club, 19865 W. 94<sup>th</sup> Avenue, Arvada, Colorado 80007. This District Board meeting was also held via Microsoft Teams. The meeting was open to the public.

### ATTENDANCE

#### **Directors In Attendance Were:**

Peter Schulte, President  
Anna Smith, Vice President  
Paul Hoisington, Treasurer  
Craig Conway, Secretary  
Travis Hart, Assistant Secretary

#### **Also In Attendance Were:**

Stephanie Odewumi and Rachel Alles; CliftonLarsonAllen LLP (“CLA”)  
Brittany Barnett, Desirae Torres and Jenna Tullberg; Timberline District Consulting (“TDC”)  
Barbara Vander Wall Esq. and Russell Newton Esq.; Seter, Vander Wall & Mielke, P.C.  
Lindsay Smith Esq.; Winzenburg, Leff, Purvis & Payne  
Rich Bolin, Christina Madrigal, Paul Cama, Casey Cazier, Jeff Glotzer, Renee Grimm, Scott Young and other members of the public

### ADMINISTRATIVE MATTERS

**Call to Order and Agenda:** Director Schulte called the meeting to order at 5:04 p.m. There was distributed for the Board’s review and approval, a proposed agenda for the District’s special meeting. Following review, upon a motion duly made by Director Conway, seconded by Director Smith and, upon vote, unanimously carried, the Board approved the agenda, as amended with the removal of the variance request for 9542 Yucca Way, item III.D.3.

**Disclosures of Potential Conflicts of Interest:** The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential

## RECORD OF PROCEEDINGS

---

breaches of fiduciary duty to the Board of Directors and to the Secretary of State. The Board requested members of the Board 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, if any.

### **Quorum, Location of Meeting, and Posting of Meeting**

**Notices:** It was noted that a quorum was present. 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. The Board determined that the meeting would be held in a hybrid manner, with participants attending both in person at the meeting location and by video/telephonic means. It was noted that the notice of the location and manner of the meeting was duly posted, and that no objections to the location and manner of the meeting or any requests that the location and manner of the meeting be changed by taxpaying electors within the District boundaries have been received. The Board further noted that the meeting was being held within the boundaries of the District.

### **PUBLIC COMMENT**

The owner of 9530 Kendrick Way complained about the denial of his house painting color request. The Board noted that he will need to complete a variance request and complete the process.

### **COVENANT CONTROL AND ENFORCEMENT/COMMUNITY MANAGEMENT**

**CDRC Charter:** The Board deferred this item to later in the agenda.

**Revisions to Design Guidelines:** Ms. Lindsay Smith, covenant enforcement special counsel, reviewed the proposed updated Candelas Residential Design Standards with the Board. The proposed revisions are based on feedback from the community, and a collaborative effort between Timberline, Director Smith, and covenant enforcement counsel. Further discussion ensued amongst the Board members on proposed revisions. The Board determined to defer the discussion following the variance requests.

**Variance Request Process and Procedures:** TDC provided an overview of the variance request process to the Board. Following review and discussion, the Board directed TDC to create a variance form detailing dates and information. Attorney Smith noted she may have a template to provide.

### **Variance Requests:**

## RECORD OF PROCEEDINGS

---

**9492 Joyce Way – Fencing:** Mr. Casey Cazier presented his Variance Request to increase his fence height by 18”. He provided approval signatures obtained from neighboring owners. He described the practical difficulties he has based on the location of his property and the fence line, particularly in being able to retain his dog. Following review, upon a motion duly made by Director Smith, seconded by Director Schulte and, upon vote, unanimously carried, the Board approved Variance Request for 9492 Joyce Way, as presented based on need to overcome practical difficulties.

**9424 Noble Way – Unapproved Exterior Changes, Lighting and Paint:** Owner’s legal counsel, Attorney Jeff Glotzer, presented the variance request regarding change in paint color. Discussion ensued.

### **EXECUTIVE SESSION**

Upon a motion duly made by Director Schulte, seconded by Director Hoisington and, upon vote, unanimously carried, the Board entered into Executive Session at 6:55 p.m., pursuant to § 24-6-402(4)(b) & (e), C.R.S. for the purpose of consultation with the attorney on specific legal questions related to the CDRC and the variance requests, determining positions relative to matters that may be subject to negotiations and developing strategy, and instructing negotiators, and receiving legal advice thereon.

The Board exited Executive Session at 7:33 p.m.

No action was taken in Executive Session.

### **COVENANT CONTROL AND ENFORCEMENT/COMMUNITY MANAGEMENT**

Upon return to open session, Board members asked additional questions, and the parties were requested to provide any closing statements for their request. President Schulte then closed the hearing.

Continued Variance Requests: Upon a motion duly made by Director Smith, seconded by Director Conway and, upon vote of four in favor, one against (Director Hoisington), the Board denied the 9424 Noble Way Variance Request, noting 45-days to cure, effective May 21<sup>st</sup>, after which a \$500 fee will be incurred per day.

The owner must formally submit a plan regarding the changes to his property’s landscaping, lighting and decking.

**9542 Yucca Way – Drainage:** This item was previously removed



## RECORD OF PROCEEDINGS

---

from the agenda by the Board.

**Deferred Discussion on CDRC:** Ms. Smith reviewed the proposed resolution and charter for the Candelas Design Review Committee with the Board. The Board agreed to defer the item to the April 16<sup>th</sup> meeting.

**Continued Discussion Regarding Design Review Guidelines:** The Board returned to the Design Review Guidelines discussion.

**Section 13.5 - Painting:** Upon a motion duly made by Director Schulte, seconded by Director Hoisington and, upon vote, unanimously carried, the Board did not approve proposed language for Section 13.5 regarding painting as drafted. Upon consultation with legal counsel, the Board agreed to obtain a cost proposal for the engagement of a paint consultant to formulate a potential paint color palette to be implemented in the community. Section 13.5 is proposed to be revisited after the Board adopts and approves a paint color palette.

**Article XIV regarding Playsets/Trampolines and Section 14.1 – Basketball Equipment.** The Board discussed the provisions for playsets and trampolines, noting that the language requires that the equipment be anchored to the ground to ensure adequate protection from strong winds. The Board discussed the provisions for basketball equipment, distinguishing the requirements for the portable hoops which must be stored when not in use, and the permanent hoops which are required to on poles which are cemented into the ground to ensure adequate protection from strong winds. The Board discussed liability issues for damages caused by high winds. The Board determined not to make any changes to this section at this time.

**Section 13.3 – Holiday Lighting and Decorations:** Upon a motion duly made by Director Schulte, seconded by Director Conway and, upon vote, motion failed, to approve the proposed changes to Section 13.3 as written to include Valentine’s Day, Saint Patrick’s Day, Labor Day, and Veteran’s Day.

Upon a motion duly made by Director Hart, seconded by Director Schulte and, upon vote, unanimously carried, the Board approved that the winter holiday lighting rules apply to all single day holidays and to include Valentine’s Day, Saint

## RECORD OF PROCEEDINGS

---

Patrick's Day, Labor Day, and Veteran's Day to the list of approved holidays. The Board discussed adding a "security lighting" component to the definition.

**Section 11.26 – Window Awning/Sunscreen:** Upon a motion duly made by Director Schulte, seconded by Director Conway and, upon vote, majority carried, the Board approved the proposed revisions to Section 11.26 ensuring that the window awnings and sunscreens are rated for heavy winds and have automatic retraction.

**Section 11.12 – Raised Planters:** Upon a motion duly made by Director Schulte, seconded by Director Smith and, upon vote, unanimously carried, the Board approved revisions to Section 11.12 to state the requirement of an application for the planters made of brick, masonry, and concrete.

The Board discussed proposed edits to address the painting of radon mitigation systems. Ms. Melanie Maloney commented that her downspout runs alongside the radon system, which makes the color requirement confusing. This topic was deferred to the May meeting.

**Variance Request Process and Procedures:** TDC provided an overview of the variance request process to the Board. Following review and discussion, the Board directed TDC to create a variance form detailing dates and information. Covenant enforcement counsel agreed to assist with preparation of a template for use.

### **OTHER BUSINESS**

None.

### **ADJOURNMENT**

Upon motion duly made by Director Conway, seconded by Director Hoisington and, upon vote, unanimously carried, the Board adjourned the meeting at 8:50 p.m.

Respectfully submitted,

---

Secretary for the Meeting

## RECORD OF PROCEEDINGS

---

MINUTES OF A REGULAR MEETING OF  
THE BOARD OF DIRECTORS OF THE  
VAUXMONT METROPOLITAN DISTRICT (THE  
“DISTRICT”)  
HELD  
APRIL 16, 2024

A regular meeting of the Board of Directors (referred to hereafter as “Board”) of the Vauxmont Metropolitan District (referred to hereafter as the “District”) was convened on Tuesday, April 16, 2024, at 5:00 p.m. at Candelas Parkview Swim & Fitness Club, 19865 W. 94<sup>th</sup> Avenue, Arvada, Colorado 80007. This District Board meeting was also held via Microsoft Teams. The meeting was open to the public.

### ATTENDANCE

#### **Directors In Attendance Were:**

Peter Schulte, President  
Anna Smith, Vice President  
Paul Hoisington, Treasurer  
Craig Conway\*, Secretary  
Travis Hart\*, Assistant Secretary

[\*Arrived/departed where indicated.]

#### **Also In Attendance Were:**

Lisa Johnson, Alex Clem, Rachel Alles, Stephanie Odewumi and Alonso Duran Rodriguez; CliftonLarsonAllen LLP (“CLA”)  
Brittany Barnett, Jenna Tullberg, Christina Sandoval and Jerry Jacobs; Timberline District Consulting (“TDC”)  
Barbara Vander Wall and Russell Newton; Seter, Vander Wall & Mielke, P.C.  
Eric VanLaren; Environmental Designs, LLC  
Jay Blackburn; Level Engineering, LLC  
Peter Dyer, Rich Bolin, Bobby Risdon, James Dickenson, Jim R., Josh Molinaro, Joe Lanzetta, Dale Meier and other members of the public

### ADMINISTRATIVE MATTERS

**Call to Order and Agenda:** Director Schulte called the meeting to order at 5:00 p.m. There was distributed for the Board’s review and approval, a proposed agenda for the District’s meeting. Following review, upon a motion duly made by Director Hoisington, seconded by Director Smith and, upon vote, unanimously carried, the Board approved the agenda, as amended.

## RECORD OF PROCEEDINGS

---

**Disclosures of Potential Conflicts of Interest:** The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. The Board requested members of the Board 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, if any.

**Quorum, Location of Meeting, and Posting of Meeting Notices:** It was noted that a quorum was present. 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. The Board determined that the meeting would be held in a hybrid manner, with participants attending both in person at the meeting location and by video/telephonic means. It was noted that the notice of the location and manner of the meeting was duly posted, and that no objections to the location and manner of the meeting or any requests that the location and manner of the meeting be changed by taxpaying electors within the District boundaries have been received. The Board further noted that the meeting was being held within the boundaries of the District.

### **CONSENT AGENDA**

The Board considered the following item under the Consent Agenda:

- Minutes of the March 19, 2024 Special Meeting

Upon a motion duly made by Director Smith, seconded by Director Conway and, upon vote, unanimously carried, the Board approved the Consent Agenda item, as presented.

### **PUBLIC COMMENT**

Mr. Dickenson inquired about resident use of the clubhouse fitness centers.

Mr. Bolin inquired about meeting packets being posted on the District website.

Mr. Dyer inquired about progress on Yucca Stormwater Facility remediation.

## RECORD OF PROCEEDINGS

---

### OPERATIONAL MATTERS AND MAINTENANCE MATTERS

#### Landscape Report:

**Proposal Between Environmental Designs, LLC and the District (Candelas – Filings 1-4) for Irrigation Time and Material in the amount of \$33,286.35:** Mr. VanLaren, with Environmental Designs, reviewed the proposal and provided an update to the Board. Following review, upon a motion duly made by Director Conway, seconded by Director Smith and, upon vote, unanimously carried, the Board approved the proposal between Environmental Designs, LLC and the District (for Candelas – Filings 1-4) for irrigation time and materials in an amount not to exceed \$33,286.35.

**Proposal Between Environmental Designs, LLC and the District (Candelas – Alley Homes) for Irrigation Time and Materials in the amount of \$1,176.00:** Following review, upon a motion duly made by Director Smith, seconded by Director Conway and, upon vote, unanimously carried, the Board approved the proposal between Environmental Designs, LLC and the District (for Candelas – Alley Homes) for irrigation time and materials in an amount not to exceed \$1,176.00.

#### Yucca, Anvil and Foxtail Stormwater Facilities:

**Environmental Designs Change Order to Pump Water from Yucca Stormwater Facility:** Mr. VanLaren, with Environmental Designs, provided an update to the Board. Discussion ensued. Following discussion, upon a motion duly made by Director Schulte, seconded by Director Smith and, upon vote, unanimously carried, the Board approved the removal of sediment from Yucca Stormwater Facility in an amount not to exceed \$1,500.00 to be ratified at the May meeting.

**Hydraulic Survey of Foxtail Detention Pond for Sediment Deposition:** Mr. Blackburn, with Level Engineering, provided an update to the Board, stating that Level Engineering completed the hydraulic survey for the Foxtail Detention Pond, with recommendations for restoration of the detention facility to its original design and conditions. Discussion ensued. The Board directed Timberline to solicit bids for this work to be presented at the May meeting.

## RECORD OF PROCEEDINGS

---

### **Report from Level Engineering Regarding Anvil Stormwater Facility and Regarding Yucca Stormwater Facility:**

Mr. Blackburn, with Level Engineering, reviewed the report with the Board. Discussion ensued. Following discussion, upon a motion duly made by Director Smith, seconded by Director Hoisington and, upon vote, unanimously carried, the Board approved Task Order C for a topographic survey, design and construction drawings for Yucca Pond in an amount not to exceed \$15,650.00; and additionally approved Task Order D for a topographic survey, design and construction drawings for Anvil Pond, in an amount not to exceed \$15,650.00.

[\*Director Hart arrived during this discussion.]

Mr. Duran-Rodriguez noted that the District has budgeted \$100,000 for these services, and has spent \$15,000 to date.

### **Engineer's Report:**

#### **Townview Pool Foundation Repair Study and Proposed Solutions from Level Engineering:**

Mr. Blackburn provided an update to the Board, noting that Level Engineering is working on the final draft of the study and is expected to be ready for presentation at the May meeting. Discussion ensued regarding the shape of the pool and its effects on the study and community outreach.

Ms. Johnson requested that the contractors distribute their presentation information to the Board as early as possible for review before the Board meeting.

**March 2024 Candelas Facilities:** Ms. Sandoval reviewed the updates with the Board.

#### **Proposals for Tankless Water Heater and Possible Action (Townview):**

Ms. Sandoval reviewed the proposals with the Board, noting that multiple contractors have been contacted and most of the estimates returned were not much cheaper than the original proposal. Seven plumbing companies were contacted regarding the tankless water heater, which range from \$19,000 - \$23,000. The tankless water heater will require retro fitting of plumbing, contributing to the price. The Board noted that tankless heaters should be eligible for

## RECORD OF PROCEEDINGS

---

funding from the CSID based on its status as a utility cost-saving measure and related energy efficiencies.

Following review and discussion, upon a motion duly made by Director Schulte, seconded by Director Hoisington and, upon vote, unanimously carried, the Board approved the proposal with Pro Innovation Plumbing for two tankless water heaters in an amount not to exceed \$25,890.00. The Board agreed to seek reimbursement to the General Fund from Candelas Special Improvement District No. 1 at its next meeting.

**Additional Proposals from 303Networks for Card Readers (Townview and Parkview):** Ms. Sandoval reviewed the proposals for additional card readers to the community room and gym at Parkview with the Board. Discussion ensued. Following review and discussion, upon a motion duly made by Director Conway, seconded by Director Smith and, upon vote, unanimously carried, the Board approved the proposals from 303Networks for card readers in the amount of \$9,961.85. The Board suggested looking into the installation of cameras in the parking lots.

Ms. Sandoval reviewed options for repairing the lighting in front of Parkview with the Board. Discussion ensued and the Board directed Timberline to move forward with the repairs, using the original goose-neck style light fixture design.

**Proposals for the Parking Lot Light Repair (Townview):** Ms. Sandoval reviewed the pricing information from two contractors for repair of parking lot lights at Townview with the Board, with a not to exceed amount of \$850. Following review, upon a motion duly made by Director Schulte, seconded by Director Smith and, upon vote, unanimously carried, the Board approved the repair of lighting in parking lots at both Townview and at Parkview, in a total amount not to exceed \$1,500.00 and directed Timberline to select the contractor they wish to work with.

Ms. Sandoval informed the Board that the fitness equipment has been ordered for Townview. She will provide an update once the equipment has been delivered. The equipment has a 4-8 week lead time for delivery. Discussion ensued regarding the coordination of old and new machines and issues with the current equipment. Following discussion, the Board directed Timberline to keep the old machines if they are still

## RECORD OF PROCEEDINGS

---

functional or to sell them to Colorado Cardio for \$150.00 if no longer functional.

### DIRECTORS' MATTERS

**Communication to Delinquent Alley Lot Fee Accounts:** Director Schulte stated he will ensure this is completed.

**Resident/Non-Resident Access to Pool Facilities:** Director Schulte provided an update to the Board, noting that the District is obligated to allow non-residents to access pool facilities at a cost due to District's tax-free bonds. Discussion followed regarding a review of the costs associated with the pool and recreational facilities, offset by resident tax revenues, current use charges, and potential increase in the amount charged to non-residents for their use. Timberline will provide the Board with an analysis and proposed updated fee at the May meeting.

**Candelas Tree Planting Event:** Mr. Meier provided an update to the Board. Discussion ensued. Following discussion, the Board directed Timberline to distribute a reminder email to the community regarding the upcoming tree planting event.

**Fire Mitigation, Stormwater Needs and Trail Erosion Control:** Director Smith provided an update to the Board, noting that she will contact the Colorado Department of Local Affairs to request opportunity for funds for the District's fire mitigation efforts.

**TDC Invoice 2230-24:** Director Smith inquired about line items within the invoice. Mr. Jacobs responded with details and discussion ensued. Following discussion, the Board directed Timberline to establish accounts with service providers when able to avoid sales tax and to provide more detailed notes on invoices.

### FINANCIAL MATTERS

**Payment of Claims in the amount of \$398,870.67 Through the Period Ending April 2024:** Mr. Rodriguez reviewed the Payment of Claims with the Board. Following review, the Board ratified the Payment of Claims in the amount of \$398,870.67 through the period ending April 8, 2024.

**February 29, 2024 Unaudited Financial Statements and Schedule of Cash Position as of April 8, 2024:** Mr. Rodriguez reviewed the Unaudited Financial Statement and Schedule of Cash Position with the Board. Discussion ensued. Effective May 2024, the Board directed CLA to provide quarterly financial statements and monthly variance reports. The Board accepted the February



## RECORD OF PROCEEDINGS

---

29, 2024 Unaudited Financial Statements and Schedule of Cash Position as of April 8, 2024, as presented.

The Board discussed the District's annual budget versus costs expended to date, including the payment of the District's administrative expenses (legal, accounting, management, insurance) by Cimarron Metropolitan District. It was recommended that the accountant provide the Board with a quarterly financial report and a variance report for budget monitoring purposes.

**Budget Regarding Additional Services from Timberline District Consulting:** Mr. Rodriguez, Ms. Johnson and Ms. Vander Wall reviewed the budget with the Board, including potential additional time requirements for the CDRC meetings, and any additional night inspections requested by the Board. Discussion ensued. It was noted that the amounts which fall outside of the scope would be considered additional services under the agreement, and compensated based on the contract terms.

### **LEGAL MATTERS**

**Legal Status Report:** Legal counsel reviewed the report with the Board. Discussion followed regarding advertising and commercial speech First Amendment issues. The Board determined to defer this issue to the September meeting.

**Draft Resolutions Regarding Committee Formation and Rules of Conduct:** Legal counsel reviewed the draft Resolutions and requirements regarding committee operations and conduct with the Board. Discussion ensued.

**Resolution Regarding Formation of an Alley Lot Committee:** Upon a motion duly made by Director Hoisington, seconded by Director Smith and, upon vote, unanimously carried, the Board adopted the Resolution Regarding Formation of an Alley Lot Committee, and noted that the committee's authority includes conducting "at least one survey" per year regarding issues related to alley lot landscaping.

**Resolution Regarding Formation of Finance Committee:** Upon a motion duly made by Director Hoisington, seconded by Director Smith and, upon vote, unanimously carried, the Board adopted the Resolution Regarding Formation of a Finance Committee, as amended to modify the survey requires to "at least one."

## RECORD OF PROCEEDINGS

---

**Resolution Regarding Formation of a Landscape Committee:** Upon a motion duly made by Director Hoisington, seconded by Director Smith and, upon vote, unanimously carried, the Board adopted the Resolution Regarding Formation of a Landscape Committee, as amended to modify the survey requirements to read “at least one”, and to correct a typo.

**Resolution Adopting Policy Regarding Conduct of Committee Meetings and Members:** Upon a motion duly made by Director Hoisington, seconded by Director Smith and, upon vote, unanimously carried, the Board adopted the Resolution Adopting Policy Regarding Conduct of Committee Meetings and Members, as presented.

**Draft Social Committee Resolution:** Legal counsel reviewed the Resolution with the Board. Discussion ensued. The Board determined to have the social committee be comprised of five members, similar to the other committees, but acknowledged that the committee may solicit volunteers to assist with various social events. Following review and discussion, the Board directed Timberline to circulate the Resolution to the Social Committee for review. This item was deferred.

**Recommendations Regarding Board Member Communications with Contractors:** This item was deferred to the end of the meeting.

### **COVENANT CONTROL AND ENFORCEMENT/COMMUNITY MANAGEMENT**

**Community Manager Report:** Ms. Barnett reviewed the report with the Board. Discussion ensued.

**Update and Potential Action on School Bike Racks:** Following review and discussion, upon a motion duly made by Director Schulte, seconded by Director Smith and, upon vote, unanimously carried, the Board approved 15 bike racks in an amount not to exceed \$7,776.00 to be reimbursed by sustainability funds from Candelas Special Improvement District No. 1. Proposal for installation costs will be provided by Timberline at a future meeting.

**Proposals to Repair Playground Surface at Church’s Crossing Park:** Ms. Sandoval reviewed the proposals with the Board, noting that Timberline recommends waiting on the repair surfacing until the Colorado Special Districts Property

## RECORD OF PROCEEDINGS

---

and Liability Pool performs all park inspections to see if the project will need to be completed on a larger scale. Discussion ensued. The Board agreed. CLA will coordinate inspections including Director Smith and Timberline.

**Parkview Pool Staffing and Additional Scope of Work and Pool Schedule for 2024:** The Board discussed logistics, budget and schedule of the Parkview pool. Following discussion, the Board directed Timberline to open the pool on May 24<sup>th</sup>, the Friday before Memorial Day, with a preliminary plan of closing the pool on Labor Day. Discussion ensued on updating pool hours/adult swim, staffing requirements, and pool monitoring, and budgeted amounts for the expenses. Once finalized, updated pool hours will be posted for residents on the District website. Director Schulte suggested Timberline propose a plan to be presented to the Board, which addresses the Board's requests. It was noted that Timberline will notify the Board if the pool monitor hours and budget are an issue at the May meeting.

**Paint Consultant Proposals Outlining Pricing Options from Lee Design Group LLC:** Ms. Barnett reviewed the proposals with the Board. Following review, upon a motion duly made by Director Conway, seconded by Director Smith and, upon vote, unanimously carried, the Board approved pricing option from Lee Design Group LLC in an amount not to exceed \$1,800.00.

**CDRC Charter:** Legal counsel reviewed the Charter for the Candelas Design Review Committee, prepared by covenant enforcement counsel, with the Board. It was noted that this is the same resolution that was presented to the Board at the March meeting, and was deferred to April. Ms. Barnett discussed the new meeting requirements pursuant to the resolution, which is expected to involve one meeting per week, with two Timberline staff members in attendance. Timberline will follow up with solicitation to fill vacancies. Following review, upon a motion duly made by Director Smith, seconded by Director Hoisington and, upon vote, unanimously carried, the Board approved the CDRC charter resolution, as presented.

**Covenant Enforcement Violations (9395 Joyce Way) and Replacement Payment Agreement:** This item was deferred to the end of the meeting.

### **MANAGER MATTERS**

**CSDP&L Inspections for Recreation Centers and Parks:** Mr. Clem provided an update to the Board. The Board directed CLA

## RECORD OF PROCEEDINGS

---

to coordinate an inspection for both the parks and recreation centers including Director Smith and Timberline, as offered by the Colorado Special Districts Property and Liability Pool.

### COMMITTEE UPDATES

#### Committees and Reports from the Same:

**Social/Events Committee:** Ms. Barnett provided an update to the Board. Discussion ensued.

**Upcoming Committee Events:** Ms. Barnett provided an update to the Board. Discussion ensued.

**Alley Lots Committee:** Ms. Barnett provided an update to the Board.

**Finance/Audit Committee:** Mr. Dyer provided an update to the Board.

**Sustainability Committee:** No update was provided.

**Landscape Committee:** Mr. Meier provided an update to the Board.

**DRC Committee:** It was noted that the report was provided in the Community Manager Report.

### PUBLIC COMMENT

Mr. Dyer inquired about Yucca Stormwater Facility and the cost of the project. Following discussion, upon a motion duly made by Director Schulte, seconded by Director Conway and, upon vote, unanimously carried, the Board authorized Director Conway and Director Smith to work with Mr. Metz and Mr. Dyer to authorize up to \$5,000.00 for Yucca Stormwater Facility mitigation.

### EXECUTIVE SESSION

**Executive Session is Recommended for the Purpose of Consultation with Legal Counsel Related to Developing Negotiating Positions and Instructing Negotiators on a Payment Agreement and/or Garnishment Order in Connection with Covenant Enforcement Violations for 9395 Joyce Way, and on Board Member Communications with Contractors, Pursuant to § 24-6-402(4)(b) and (e), C.R.S.** Upon a motion duly made by Director Schulte, seconded by Director Smith and, upon vote, unanimously carried, the Board entered into Executive Session at 9:27 p.m.

[\*Director Conway departed during this discussion.]

Upon a motion duly made by Director Hoisington, seconded by

## RECORD OF PROCEEDINGS

---

Direction Smith and, upon vote, unanimously carried, the Board adjourned out of Executive Session at 10:23 p.m., noting that no action had been taken while in Executive Session.

The Board noted that no action is being taken with regard to the garnishment order related to 9395 Joyce Way, based on continued covenant violations.

The Board noted the updated scope for Timberline community management services as discussed at the March Board meeting has been incorporated into the final revised exhibit for the TDC services agreement, which should improve contractor-board interactions and efficiencies, and motion by Director Hoisington, seconded by Director Hart, and unanimous vote, the Board further approved the proposed letter regarding board member communications with direction that it's to be executed by the President and sent to Timberline.

### OTHER BUSINESS

None.

### ADJOURNMENT

Upon motion duly made by Director Hoisington, seconded by Director Smith and, upon vote, unanimously carried, the Board adjourned the meeting at 10:25 p.m.

Respectfully submitted,

---

Secretary for the Meeting



**ENVIRONMENTAL DESIGNS, LLC**  
 www.environmentaldesigns.com  
 TWO COLORADO BRANDS, TRANSFORMING THE LANDSCAPE INDUSTRY TOGETHER



Brighton | Golden | Centennial | Northern Colorado | Castle Rock | Colorado Springs

## LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Eric VanLaren  
 Project Name: Candelas - Filings 1-4  
 Project Description: 2024 Enhancement  
 Project Address: 9371 McIntyre St.  
 Arvada, CO 80007

Agreement #: 117094  
 Date of Agreement: 5/13/2024  
 Client Phone Number: 702-248-2262  
 Client Email: [barnett@timberlinedc.com](mailto:barnett@timberlinedc.com)

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 5/13/2024 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Candelas - Filings 1-4 (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

### 1. SCOPE OF WORK

A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, tools, and taxes required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.

### 2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date.

### 3. GENERAL PROVISIONS

- A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking or breaking of any concrete or paved surfaces or existing plant material on the Property. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc. Does not include engineering unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")".
- B. This agreement shall supersede all prior agreements between the Parties, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.
- C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.
- D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.
- E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.
- F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

#### 4. TERMINATION

22

A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

B. In the event that the Contractor cannot secure an adequate labor force to perform the work as outlined within this agreement, at the sole discretion of the Contractor, the Contractor may cancel this Agreement without penalty from Client subject to notification as outlined above.

#### 5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

#### 6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitaes, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

#### 7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$8,516.97** for the Work as outlined in the EXHIBIT A - Scope of Services (the "Work")

B. This price is valid for ten (10) days from the date of this Agreement.

C. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

D. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, [https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM\\_EPMRU\\_PTE\\_YDEN\\_DPG&f=W](https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W), for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

E. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

F. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

G. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

H. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

#### 8. ADDITIONAL SERVICES AVAILABLE

A. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Full Landscape Maintenance Services on Commercial and Residential Properties.
2. Landscape Design Services by in house Architects and Designers.
3. All sizes of landscape construction projects, both residential and commercial.
4. Irrigation system design, installation, and service.
5. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decks, etc.
6. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
7. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
8. Full Arbor Services including tree pruning, tree removal, and stump grinding.
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

9. ACCEPTANCE

By evidence of signatures below all Parties agree to all the terms and conditions as outlined herein. By signing this Agreement, Client represents and warrants that Client holds title to the Property and/or is duly and properly authorized by all title holders to have Work performed on the Property. Additionally, Client acknowledges that declining Winter Watering through the Contractor during the warranty period, all plant material and sod warranties will be considered waived, voided, and null.

ENVIRONMENTAL DESIGNS, LLC  
12511 E. 112th. Avenue  
Henderson, CO 80640  
303-287-9113

Candelas - Filings 1-4  
9371 McIntyre St.  
Arvada, CO 80007  
702-248-2262

\_\_\_\_\_  
Contractor Signature Date

\_\_\_\_\_  
Client Signature Date

\_\_\_\_\_  
Printed Name

[This section intentionally left blank.]

\_\_\_\_\_  
Printed Name

\*\*\*\*\* PLEASE DO NOT SIGN THIS SECTION UNLESS YOU INTEND ON CANCELLING THIS AGREEMENT \*\*\*\*\*

**RIGHT TO CANCEL**

Client may CANCEL this Agreement IN WRITING, without any penalty or obligation, within THREE BUSINESS DAYS from the Date of this Agreement. Any items given to the Client by the Contractor must be returned to the Contractor, and except for the Deposit which in all events shall be non-refundable, the Contractor agrees to return any monies or property received to the Client.

To cancel this Agreement, the Client must deliver a signed and dated copy of this Cancellation Notice to:

ENVIRONMENTAL DESIGNS, LLC  
12511 E. 112th. Avenue  
Henderson, CO 80640

The Client may cancel this agreement on or before 5:00 PM 3 days from the date of signature.

Client: \_\_\_\_\_ Date/Time: \_\_\_\_\_



## EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

### Add group description here

T&M price not to exceed to remove all remaining tree stakes, guying wires, and straps on the property.

Metal tree stakes may be pounded down into the ground below grade and wooden stakes may be broken off at ground level, depending on conditions. To the best of our ability all straps and wires will be removed to prevent tree damage that will occur if left there.

Description	Quantity	Unit
Delivery / Disposal / Mobilization	3.00	EA
Remove Metal Tree Stakes	300.00	EA
Remove Wooden Tree Stakes	200.00	EA
<b>Group Total</b>		<b>\$8,516.97</b>

\_\_\_\_\_ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

### WINTER WATERING

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor Winter Water all plant material and sod included in this agreement. Winter Watering services will be invoiced at \$85.00 per hour plus one way travel to the site with a one hour minimum each visit. The Client has been informed that if Winter Watering services are declined then all warranties on plant material and sod will be considered waived, voided, and null.

By Checking this box, Client Declines having Winter Watering Services Performed by the Contractor.

By Checking this box and Signing Below, Client Agrees to have Winter Watering Services performed by the Contractor.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

### TREE WRAP

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor wrap all soft-bark trees included in this agreement. Tree wrapping services will include application of tree wrap in the fall and removal in the spring. The first tree is \$150, each additional tree is \$25.

By Checking this box, Client Declines having Tree Wrapping Services Performed by the Contractor.

By Checking this box and Signing Below, Client Agrees to have Tree Wrapping Services performed by the Contractor.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

## Task Order E

### Related to:

#### 2023-2024 GENERAL SERVICES AGREEMENT

#### RE: Candelas Community-Wide Engineering Assessment

*This Task Order is dated this 14<sup>th</sup> day of May, 2024.*

### **BACKGROUND:**

- A. A general services agreement was entered into between Level Engineering, LLC (“Consultant”) and Vauxmont Metropolitan District (the “District”) on January 11, 2024 (the “Agreement”). Consultant performs services under the Agreement pursuant to District-issued task orders.
  - B. An additional section of soft trail adjacent to the Yucca Pond has been identified as a District priority. Drainage issues present in the trail area have resulted in increased maintenance costs associated with cleanup and replacement of the trail surface following precipitation events, as well as icing and public safety concerns. The soft trail has been observed to show signs of severe erosion and loss of trail material.
  - C. Several previous attempts to locally correct the drainage have not largely addressed the issue and are not expected to be reasonable long-term solutions.
  - D. A topographic survey should be completed in order to accurately map the surface of the impacted trail area and its drainage(s). These survey results will provide a sound basis for subsequent work, which is anticipated to include design of the improvements and preparation of the related construction drawings.
  - E. Many or all of the residences south of the trail area regularly discharge pumped groundwater from their sump pump systems near the property line, and some have routed their gutter downspouts in buried piping to near the property line.
- 

### **SCOPE OF WORK**

- Prepare a Topographic Survey of the area shown in Figure 1 with Solid Green Linetype.
  - Topography in the area will be collected by traditional survey equipment and drone flight(s). Existing drainage infrastructure will be investigated and collected in the survey as necessary to document the current drainage conditions. This will ensure no negative impacts to the existing nearby residential drainage paths and piping systems, which cannot be obstructed.
  - Similar to the completed Foxtail Pond survey Task Order B by Level Engineering, a design report will be provided with the survey in order to describe the current conditions, important site considerations, and proposed improvements necessary to facilitate a stable trail and drainage.
- Prepare Design and Related Construction Drawings
  - Following completion of the survey and design report, Level will provide a construction drawing set for the identified improvements. We anticipate the drawings will include plan views, section views, survey information, and details regarding the proposed improvements.
  - Generally, we anticipate the proposed drainage improvements will consist of permanent stormwater culverts, catch basins, and earthen swales.
  - Based on preliminary inspection the trail surface elevation may need to be raised significantly to avoid future erosion during intense precipitation events.

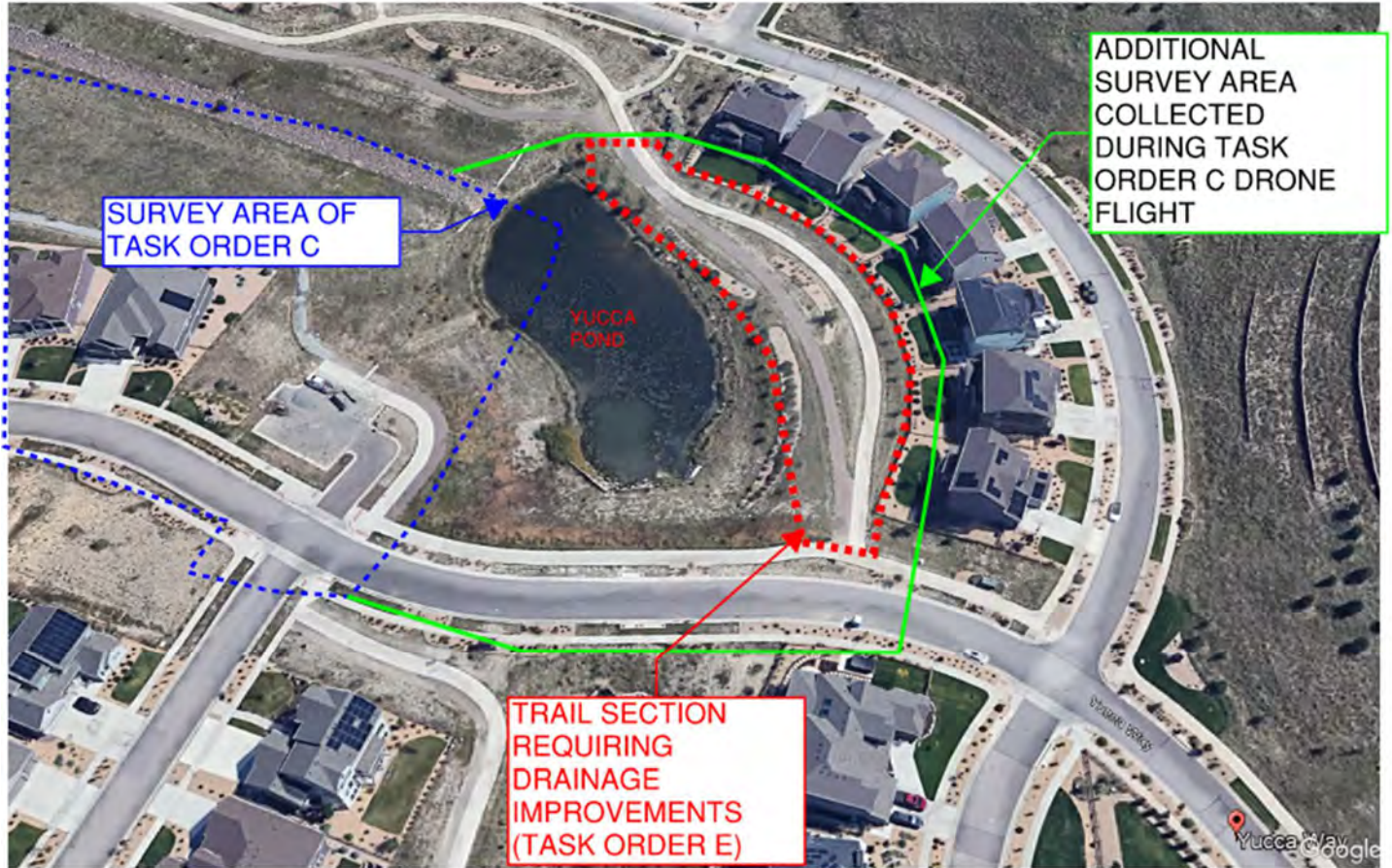


Figure 1 – APPROXIMATE LIMITS OF SURVEY, DRAINAGE IMPROVEMENTS LOCATION

- Review documentation by others related to original facility construction and approvals, including surveys, designs, inspection reports, and other ancillary information related to the facility.
- Provide executive summary / design report regarding findings of survey work. Where possible, recommendations for consideration regarding all noted deficiencies will be provided.
- Related general consultation services, meetings, phone calls, and other coordination and communication efforts.
- All environmental services are explicitly excluded from this scope of work.

**FEE ESTIMATE**

**The cost to complete the scope of work above is estimated at \$7,850.00**

Provided below is a breakout by individual task, for reference:

- Topographic Survey – N/A (\$0)
  - Note: Aerial drone survey for the project area was included within the drone flight conducted on April 23rd
- Topographic Survey Data Processing - \$1,750
- Design Report = \$2,250
  - (To be included either separately or included with Task Order C Design Report)
- Design and Construction Drawings = \$3,850
  - (To be included either separately or included with Task Order C Construction Drawings)



Consultant will bill for work performed under this task order pursuant to the terms of the Agreement.

Final invoiced amounts for this task order will not exceed \$7,850.00 without written approval of the District.

**SCHEDULE**

We propose to initiate the work within 1 week of receiving notice to proceed.

We anticipate the fieldwork will be performed within 3 weeks of notice to proceed, subject to weather and site access. The survey deliverable and executive summary report should be available within 2 weeks of completion of the fieldwork. Then, the Design and Construction Drawings will take approximately 2-4 weeks to complete.

In all, we anticipate the Yucca Pond Trail Drainage Improvements scope above and authorized under this task order will be completed within approximately 6-8 weeks from the notice to proceed.

***ACCEPTANCE SIGNATURES***

**Authorized Representative, Level Engineering, LLC**

Project Manager

05/14/2024

Signature

Title

Date

Jay Blackburn, P.E.

Name (please print)

***ACCEPTANCE:***

The undersigned is an authorized agent of Vauxmont Metropolitan District with authority to bind the District to the terms of this Task Order.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

Title

Date

\_\_\_\_\_

Name (please print)

## **Candelas Pool Engineering Evaluation Report**

**Prepared by Level Engineering**

**Date: 5/14/2024**

### **Section 1 - Purpose and Scope of Assessment**

Purpose - The Vauxmont Metropolitan District (“District”) is the owner of the Townview Community Center and Pool Facility (“Facility”) in Candelas, Colorado. The facility is located at 9371 McIntyre Street in Arvada, Colorado 80007.

The District engaged Level Engineering, LLC (“Level”) to perform an engineering evaluation of the Facility.

This report was developed with the goal of providing an engineering evaluation of the Facility which can be used by the District to make informed decisions regarding how to proceed with repair or replacement of the pool structure and the Facility’s related infrastructure items. As discussed in coordination with the District throughout preparation of the report, we have provided several preliminary design and budgetary considerations herein. Our inspections also resulted in identification of other issues determined to be less severe than the pool settlement issue, which are discussed in detail in Section 4 – Evaluation, Findings, and Engineering Considerations.

### **Section 2 – Executive Summary**

The Scope of this Assessment / Report focuses on the pool structure, though during our work to assess the pool we did assess the Community Center structure and related other items which are integral to the overall performance of the Facility and future construction. The structures and infrastructure items assessed include the pool structure, pool deck, pool related utilities, the community center, and miscellaneous structures such as the landscape retaining wall, the trellis structure, and the perimeter fence.

As a subconsultant to Level Engineering, Kumar and Associates (“Kumar”) provided an exploratory geotechnical investigation, extensive laboratory soils testing, and preparation of the report provided a geotechnical engineering study, which is provided as Attachment A to this report. It is encouraged that the reader reviews Kumar’s report in full in conjunction with this report by Level Engineering. We anticipate the geotechnical information presented in Kumar’s report will be highly utilized by a professional structural engineer during design of the new pool.

Initially, repair to the pool was considered as a feasible option; however, throughout the course of this evaluation, Level discussed several potential solutions with pool experts/contractors, foundation repair contractors, and our own network of civil, structural, and geotechnical engineers. The overall conclusion of our findings is that the swimming pool needs to be replaced. Anything less than full replacement with adequate foundation elements would only provide a temporary solution that would be difficult if not impossible to assure meaningful and long-term performance.



When designing a replacement pool structure in a high-risk environment such as this, it could be anticipated that without careful attention to engineering design throughout, the anticipated construction costs will be drastically increased by over-engineering or overdesigning. As construction costs are typically about 80% of the total project cost, it will be imperative for the District to allow for adequate time and budget for an engineered, optimized pool design that works for all.

The District should budget approximately \$2,200,000 to complete the project. It's estimated that the total duration to complete the project design and construction correctly to be approximately 2-3 years. If design is commenced immediately, the District and community may reasonably expect to have an open facility sometime during the summers of 2026 or 2027. Once preliminary design has been complete the district should revisit the cost estimate to provide a more accurate estimate based on the actual design elements and current market conditions.

### **Section 3 - Background**

Prior to 2023 the pool had been successfully opened, with increased maintenance / repair work required in each year to get the pool ready. Several recently documented deficiencies related to the pool infrastructure have resulted in the District not being able put the Facility's pool into service last season (2023).

The Townview Community Center and Pool was constructed circa 2012 during the development of Candelas Filing No. 1. The facility is owned and maintained by the District. Historically, the District has relied on their subcontracted district managers and contractors to provide regular maintenance of the facility. However, the District's most recent efforts to maintain the pool in a usable condition have recently become unfeasible due to significant utility concerns presented by several pool maintenance companies and observed settlement of the pool structure. Below we have listed the following documents by others which were provided by the District during preparation of this report.

- "Site Construction Plans – Candelas Community Center" by Barker Rinker Seacat Dated May 18<sup>th</sup>, 2012.
- "Inspection Report" By American Leak Detection Dated 10/10/2022.
- "Pool Observation Report" by Colorado Pool Designs Dated 9/11/2023.
- "Townview Pool Update from ACS" – email to Timberline District Consulting, LLC from Matt Willson of Aquatic Chemical Solutions"
- "Geotechnical Investigation – Candelas Community Center) by CTL Thompson Dated 5/19/2010.
- Photos of the pool structure during construction provided by the Contractor, High Country Pools

### **Section 4 - Evaluation, Findings, and Engineering Considerations**

The purpose of this section is to discuss our evaluation process, summarize our findings, and provide applicable engineering considerations which the District can act on when planning for the pool's subsequent design and replacement projects.

In order to assist the District with budget considerations for the upcoming project, this section also provides preliminary budgetary cost information for reference. The costs presented here are approximate in nature and should be revisited regularly once a formal design has begun. At the end of this Section, we have provided an estimated costs table to summarize the various costs which should be anticipated at this point. Where applicable, review of prior documentation was conducted to better understand the likely causes of the observed deficiencies and how best to address them.

In this Section we have summarized our findings for each of the Facility's applicable structures and site infrastructure items. Each structure and infrastructure type are discussed individually below:

- Pool Structure
- Pool Deck
- Pool Related Utilities (drain/fill, perimeter drain, geothermal system)
- Community Center Building Structure
- Others (Trellis structure, retaining wall, perimeter fence)

### Pool Structure

#### Evaluation of Documentation provided by others

- The pool has a capacity of approximately 40,000 gallons and a perimeter of approximately 283 LF. It is irregularly shaped, with several unique features such as "water waves" and "mushroom mazes."
- Review of the Construction Drawings for the Facility indicates only that all load bearing exterior footings/piers should extend a minimum of 3 ft. below finished grade. These plans reviewed do not specify a foundation design for the pool (i.e., size, depth and spacing of foundation piers was not specified).
- Figure 1 below shows the pool during construction. As shown, the pool is suspected to have been constructed on shallow, small diameter piers that, based only on our experience, likely do not extend to bedrock. The horizontal spacing appears to be approximately 6' on center. If the existing piers do extend to bedrock, it is likely several of the caissons have failed due to the high-risk soils present. However, in either case the result would have left the District in a similar situation, with a sinking pool.



Figure 1 – Photo taken during construction of the Townview Community Center Facility

### Summary of Findings Regarding Pool Structure

- The pool was determined to be constructed on reconditioned native material, which was placed as fill up to approximately 20' deep. The fill sits above the claystone bedrock, found generally at 20' below the surface of the deck.
- The greatest amount of differential settlement was observed to occur generally at the deep end of the pool. At this location, the pool has settled approximately 3" relative to the pool deck over time.
- No compaction testing data from the time of construction was available for review.
- The field investigation completed by Kumar as part of our work was adequate to assess the in-situ densities of the fill material and confirm self-weight consolidation of the subsurface soils. Penetration resistance values (blow counts) were used to determine the relative density of the subsurface soils. Please reference Kumar's report for additional technical information regarding these in-situ density measurements.
- Even without the introduction of water to the subgrade from leaks or infiltration through the pool deck, settlement of the pool and deck would have still been expected to occur over the lifetime of the pool due to consolidation under its own weight. The results indicate that a majority of self-weight consolidation of the underlying soils has occurred already, but that additional settlement can be expected, especially if the subsurface soils are allowed to be additionally wetted.



- Differential settlement is present across site, which has created a harsh environment for utilities, with many PVC lines determined to be cracked or broken by the soil movement. Please see below for additional discussion related to other items impacted by settlement.
- The District's efforts over time to deal with the settlement have resulted in numerous repairs to the pool floor, walls, coping process piping, and related deck area. Many of the repairs have required saw cutting of the pool structure and replacement via concrete patchwork, creating an increased risk of cracks and leaking through the pool shell.

### Engineering Considerations for Pool Structure

- Further repair or rehabilitation of the pool structure is not recommended for the following reasons:
  - Restoring service to the pool without replacement would require extensive repair and replacement of the failed drain piping, process, and utility lines. The exact location of such lines is not known. Identifying all the lines in need of repair would be challenging and costly.
  - The underlying cause of the issues is settlement of the pool's subgrade and lack of adequate foundation cannot be feasibly addressed without near complete demolition of the entire pool structure. Any spot repairs would create additional new joints in the pool shell, which would have the potential to accelerate the leakage concern.
  - The District would be expected to face very low interest from contractors due to liability concerns.
- Replacement of the pool structure atop a new deep foundation is the only alternative identified which would provide for a facility which could reasonably be expected to last for a typical useful life. If properly designed, and maintained, we anticipate a new pool would have a lifespan of approximately 30 years, potentially more. Thus, we are recommending replacement of the pool structure in full.
- Deep Drilled Piers or Micro-piles would be suitable foundations for the new pool. We envision a grid of piers or piles would be installed, at approximately 6-foot horizontal spacing each way. Generally we would expect the micro-piles to require a tighter (smaller) grid spacing that traditional deep drilled 18"+ diameter piers.
- The new pool's structural engineer will need determination the spacing and foundation type which would optimize the design in terms of strength and cost-effectiveness. Grade beams laterally connecting the grid of piers or piles would provide the foundation for the pool shell, which also needs to be designed and optimized during the design of the new pool.
- Structural efficiency should be considered in the design. For examples:
  - Typically pool contractors cast the pool shell atop the supports/piers below the shell (see Figure 1 above for example). However, in this case, due to the high-risk soils, the grade beams may need to be integrally cast into the pool shell, which will increase construction cost due to being atypical from standard pool construction practices.
  - Complex, nonlinear shaped pools become structurally much more challenging to model and optimize than a traditional pool, even without the soil concerns which dictate much

- of our design philosophy as engineers. They are also more expensive and challenging to construct.
- Spacing of piles, design complications, redundancy, increased factors of safety, as well as the curved space engineering optimization process should all be considered during design given high-risk soils present.
  - Overdesigning or overengineering the structure would be a natural tendency for designers working in an area with high-risk soil such as these. Doing so could skip the engineering optimization process and miss the opportunity to save the District on the construction cost, which is where the most money will be spent overall.
  - Solutions to address the potential settlement of the underlying deck fill soils should be considered in relation to new pool foundation design.
- Void form under pool should be designed to allow for the suspension of utilities beneath the pool. That way, the fragile drain lines do not come into contact with the potentially expansive soils beneath and do not rely on soils for support. Additionally, an encased duct bank can be designed and installed to allow for improved future access to and replacement of the pool utility lines.
  - Demo costs/impacts – we anticipate that, due to cost and logistics, the pool and deck would be best demolished at the same time by the same contractor. The perimeter steel fence will need to be partially removed and replaced to allow heavy equipment access to the pool area from the parking lot to the north.
  - HDPE option for utilities would be recommended, as it can withstand significant deflection/pressure and is mostly freeze resistant unlike thin-walled PVC pipes. Utility sleeves and duct banks can be designed between the pool and mechanical room to make maintenance simplified (imagine being able to pull out and pull in new utilities without excavation).

### Budgetary Cost Estimates for Pool Structure related work

#### Demolition costs:

- Demolition of the existing pool and deck will be the first step towards reconstruction. Based on Level's discussion with experienced local demolition contractors, we estimate the cost to demolish and haul off the pool, applicable deck slab and utilities to be approximately \$100,000.

#### Construction costs to replace the existing pool in kind are estimated below:

- Foundations
  - Deep Drilled Piers and Micro-piles are each estimated at \$2,000 each (installation cost).
  - In order to provide a preliminary conceptual cost estimate, we assumed the required number of piers / piles to be 65, as necessary in order to support a pool of similar size to existing. Thus, we estimate the cost to install new deep foundation as  $65 * \$2000$  each = \$130,000.
- Install new pool (similar to existing, including utilities) = \$750,000

- Until further discussion can be had with the District, we assume a pool of similar size, type, shape, and features to be a reasonable starting point for budgeting purposes. We've rounded to the nearest \$250,000 in order to keep this estimate at a very high level.

Simplified pool shapes are easier and cheaper to design and construct. The District may consider the shape and size of the pool as important considerations for overall project cost as design begins and progresses.

### Pool Deck

#### Summary of Findings regarding Pool Deck

The pool is surrounded on all sides by a 12- to 15-foot-wide concrete deck, which ranges from approximately 5-inch to 10-inch in thickness. Figure 2 below shown a typical view of the current deck and pool area.



Figure 2

- We suspect the deck has settled less than the pool structure because it does not experience significant loading like the pool. However, risk of additional consolidation and significant



resulting settlement is present. If the deck were to be replaced in-kind atop the existing fill, additional settlement of the deck area should be expected.

- Based on our inspections, the deck appears to be in fair condition given its age, however it is possible certain areas have void spaces underneath which would result in significant cracking under new loads or construction equipment. The concrete deck has been saw-cut and patched around the perimeter of the pool during previous repairs to the coping/scuppers. Cracks in the deck represent a pathway for water to enter the subgrade below, which would be expected to accelerate soil consolidation and settlement if left unaddressed.

### Engineering Considerations regarding Pool Deck

- It is anticipated that efforts to remove and replace the pool structure and foundation will result in the deck will be significantly damaged during construction and will need to be demolished and removed from site. The District should anticipate the deck being replaced following completion of the new pool structure. Utilities which run beneath certain sections of the deck will require removal in order to access the existing utilities.
- Figure 3 below shows the anticipated limits of the deck and pool removal and replacement (approx. 3600 SF pool deck to be removed and replaced).

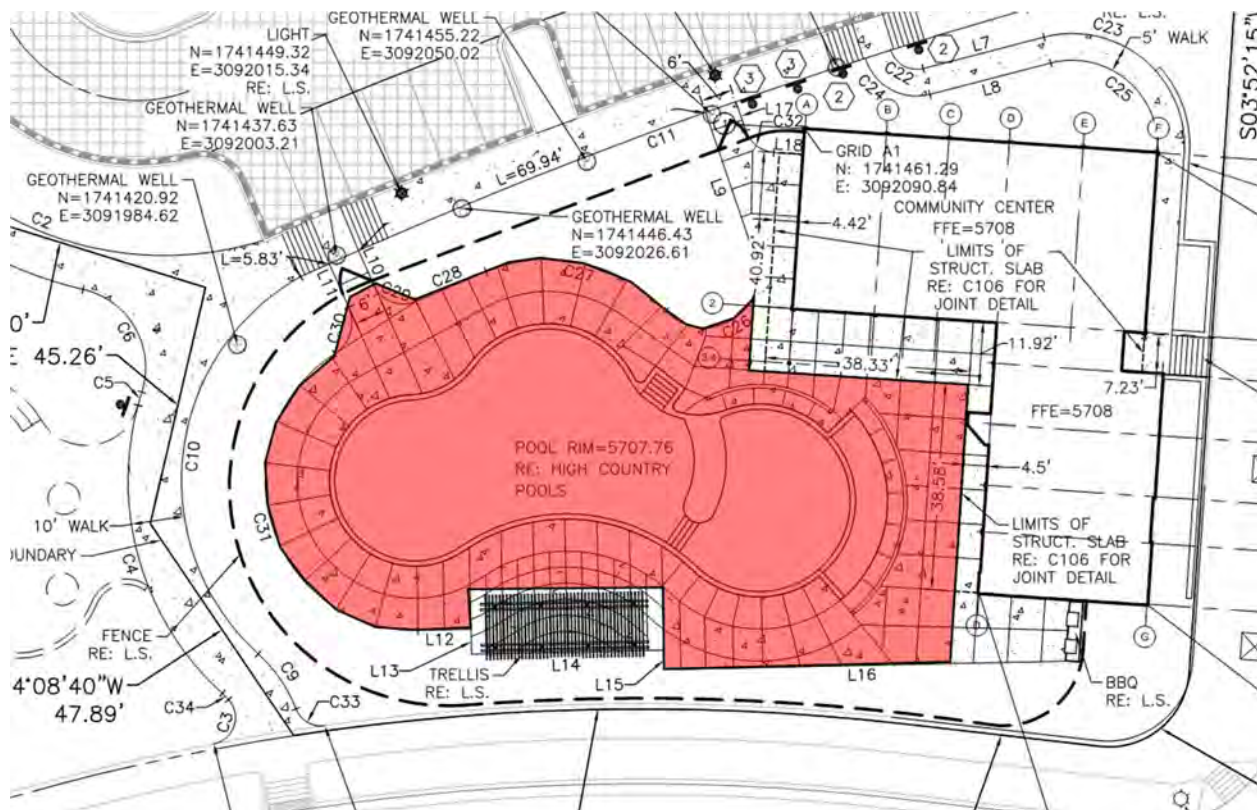


Figure 3

- Additional deck replacement considerations are discussed below:

- The perimeter deck drain should be replaced to ensure it is functional and tied into the new subgrade drainage system.
- As discussed earlier in this report, there is the potential for the soils around the pool to consolidate further. The subgrade beneath the deck should be stabilized during reconstruction of the pool to avoid future issues with settlement, cracking, and performance of the deck slab.

Two options were considered as feasible solutions to stabilize the subgrade outside of the pool structure area, which would include the pool deck and other areas like the retaining wall. Depending on the District's level of tolerance for future settlement, we would recommend option 2 (half depth) since it would reasonably limit any future settlement to a manageable level without the additional depth of excavation (larger cost).

- Remove and replace existing the fill soils around the pool and under deck area to full depth of fill – approximately 15' + deep.
  - This would be the most conservative approach, which would address future settlement by removing all of the questionably fill and replacing it with granular structural fill that drains well.
  - In this scenario, the District could expect very little settlement of the deck slab over the life expectancy of 30 years.
- Remove and replace the existing fill soils around the pool and under deck area to full depth of fill – approximately 15' deep. 1/2 depth – 7 to 8 feet deep)
- Structurally stabilizing the area around the pool w/ piles + grade beams and structural slabs for 10 to 15 around the pool may be another solution, though we don't believe that will be as cost effective as replacing some of the subsurface material with properly compacted granular structural fill.
- New decking materials may also be considered. Given the proposed overall new pool deck underdrain system is installed, it may be possible to utilize more permeable deck materials such as concrete pavers, bricks, pour in place rubber, composite decking, or other non-concrete deck materials.

#### Budgetary Cost Estimates for Pool Deck related work

- Estimated cost to install new pool deck (similar to existing)
  - = \$50/SF \* 3600 SF = \$180,000
- Estimated cost for other alternatives can be developed as part of preliminary design.
- Estimated cost to for full subgrade replacement granular structural fill (stabilization option 1) (14-20' deep)
  - \$215,000
- Estimated cost for partial subgrade replacement with granular structural fill (deck stabilization option 2) (7-8' deep)
  - \$75,000

## POOL UTILITIES

### Summary of Findings Regarding Pool Related Utilities.

- Based on review of documentation from the District, the existing fill and drain systems are unable to be pressure tested or repaired in their current form. Several correspondences from independent pool contractors support this determination.
- The presence of perched groundwater within the squeegee layer indicates that the subdrainage system is not functioning, or at least partially clogged.
- Many of the pool drain and fill lines are suspected to have failed due to soil movement and settlement beneath the pool structure, as well as susceptibility to freezing during winter months.

### Engineering Consideration Regarding Pool Related Utilities

- We recommend that all new pool utility piping should be installed during construction of the new pool, and within the limits of the excavation work. Some of the existing piping between the pool and mechanical room may be able to be reused if exposed and pressure tested. Additional investigation efforts will be necessary to design the new pool in a manner than maximizes the ability to reuse existing mechanical room components. For now, the District should consider building a new pool with similar size/capacity to existing, so as to not overstress any of the existing process pumps, heaters, etc components which are assumed be able to be reused. We did not confirm as part of this assessment that the existing process equipment is already adequate.
- Private utility locate services should be acquired to identify any other existing utilities (gas, water, sewer, electrical etc) which may impact the design of the replacement pool and related infrastructure.
- Geothermal system
  - Based on the provided drawings the pool's geothermal heat system should not be impacted by the proposed replacement of the pool, as the geothermal wells appear to be located outside of the pool area's perimeter fence where construction/excavation is not anticipated to be required.
- Perimeter Deck Drain System
  - The existing perimeter deck drain should be replaced as part of the reconstruction work. Similarly to the retaining wall, excavation, and stabilization in the area of the existing system will almost certainly damage the system and trying to work around it would cause additional costs and duration to the project.

### Budgetary Cost Estimates for Pool Related Utilities

*The estimated cost to replace the pool utilities is included within the estimate for the pool structure replacement.*

## COMMUNITY CENTER BUILDING

### Summary of Findings Community Center Structure

- The community center building was assessed and appears to be performing well compared to the pool. Review of the Construction Drawing indicates the building is constructed on a post-tensioned slab foundation. Based on the level measurements taken during our inspections, it was determined a majority of the building has remained level since construction.
- The workout area's floor appeared to be cracked and was measured to have approximately 1.5 inches of difference across the slab (highest at middle of west wall of workout room), however a thick rubber mat obscured the concrete floor from full view. It is unclear whether this difference is due to soil/foundation movement or if this is how the slab was constructed. We recommend continuing to monitor this area of building for any signs of movement. See below Figure 4

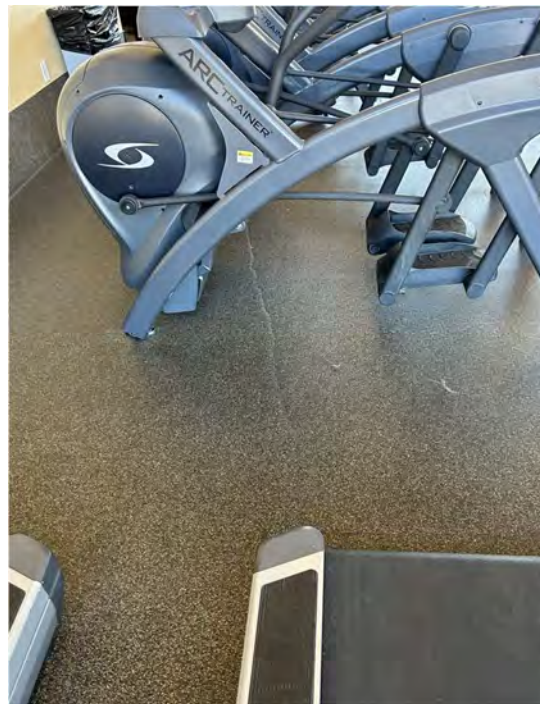


Figure 4

- Level inspected the perimeter of the Community Center building and identified negative at a section of flatwork adjacent to the building. Drainage was observed to pond and drain through cracks in the deck at the location shown below in figure 5 (south of rear entrance doors).





Figure 5

As designed and observed, the gutter downspouts on the east exterior wall of the structure transition to buried stormwater piping which conveys water to the stormwater main in McIntyre Street. They were observed to have alignment / separation issues at the transition point, which could allow significant moisture to escape the closed piping system and infiltrate the foundation area. This may cause non-uniform moisture conditions and differential settlement potential below the foundation. A crack in the foundation was observed at this location. This indicates that the soil outside the foundation walls has settled relative to the building foundation and walls since construction. Below figure 6 demonstrates this observation.



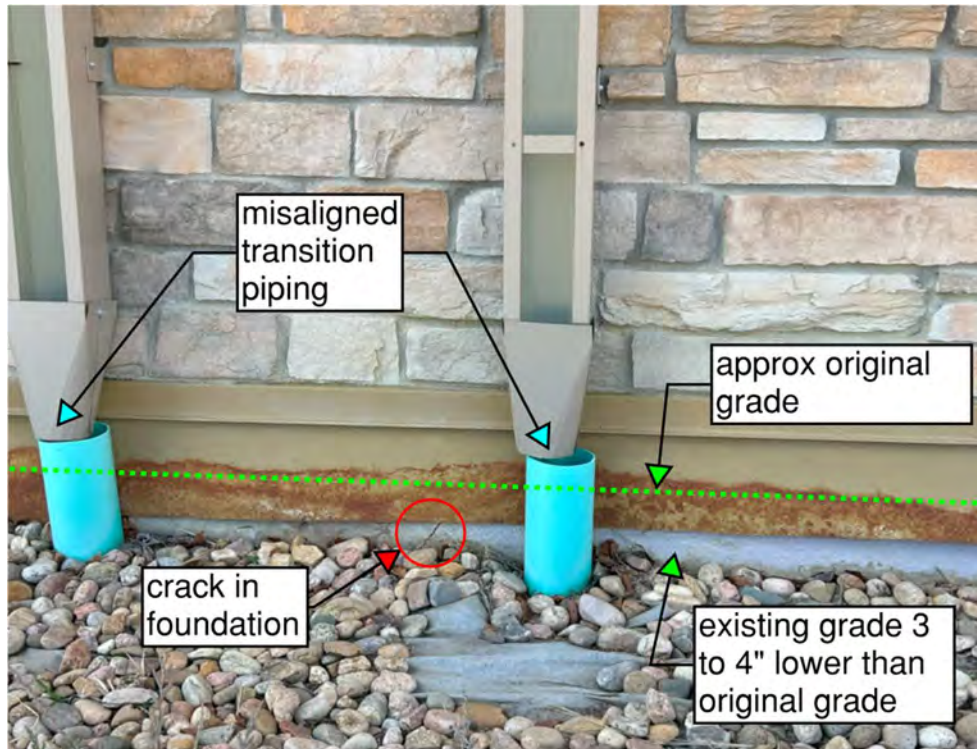


Figure 6

Similar observations at the irrigation control panel on north wall of workout area support this determination, as shown in Figure 7 below.



Figure 7

### Engineering Considerations Regarding Community Center Building

- The District should continue to monitor the structure regularly to identify new cracks, foundation movement, or other signs of foundation distress. Existing cracks may be injected with epoxy to stabilize against further movement. However, at this time we do not have significant concern for the structure as a whole.

- Drainage improvements/maintenance around the perimeter should be included in the project design.
- If possible, building gutter downspouts and any concentrated site flows should be discharged to the stormwater system or other acceptable location away from the building foundation.
- Expansion coupling, or new coupling capable of handling differential settlement around the building should be installed where downspouts or other utility conduits are separated from their intended connections.
- The related demolition and replacement of the pool is anticipated to cause significant disturbance to the site. Due to safety and nuisance concerns, construction activities are anticipated to negatively impact the operational capacity of clubhouse structure. However, in future design and contractor selection phases it is likely that limited access and reduced operational schedule for clubhouse users can be accommodated.
- Nonetheless, the District may elect to entirely close the clubhouse to the public during reconstruction of the pool to help accelerate the process of construction and avoid mishaps.
- During reconstruction of the pool, particular attention should be paid by contractors to the soil surrounding and beneath the Community Center to avoid changes in the moisture content of these soils which could negatively affect the structure. Temporary moisture barriers, membranes, moisture monitors, and shoring may be required as part of the design to protect the existing structure.

Budgetary Cost Estimates for Community Center Building related work.

*Estimated cost to construct improvements as described = \$10,000*

**OTHER INFRASTRUCTURE**

Summary of Findings Regarding Other Infrastructure

- Trellis structure
  - The existing steel trellis structure south of the pool was observed to be constructed atop footings, with its steel legs cast into the concrete footers. Based on the sealed seam between the footing and slab, it appears there has been some differential settlement at the footings, with the settlement of the footer being greater than that of the slab.
  - It appears that no structural footing detail was provided in the Construction Drawings, however during design of the replacement pool project, it is recommended that that structural foundation be investigated further to determine if it is adequate. It is likely that the foundations are shallow and would be expected to continue settling as soil consolidated beneath the footing.
  - It is likely that the trellis could be removed, temporarily stored on site, and replaced with a new foundation if needed. Depending on the extent of the design, it may be possible to leave it in place and replace the slab around it. A watertight seam between

the footer and the slab should be provided. Depending on the extent the District wishes to revise the layout of the pool and deck orientation, shape, the trellis could feasibly be relocated to a different final location as part of the project. Figure 8 below shows one of the legs of the trellis structure during our site visit.



Figure 8

- Landscape Retaining Wall
  - The existing landscape retaining wall around the south and west edge of the deck area was observed to be overturning (toward pool at the top of wall). Other site observations support this determination (i.e., wall leans towards pool due to greater settlement on the front side of the wall than the back side). The blocks which make up the wall appear to be in good condition.
  - Additional usable pool deck area could be achieved by relocating the existing wall further back into the hillside to the south/west. Doing so would increase the required height of the wall and may create additional costs. Figure 9 below shows a close view of the north end of the existing landscape retaining wall during our site inspection.





Figure 9

### Engineering Considerations Regarding Other Infrastructure

- Landscape Retaining Wall
  - Rehabilitation possible, minor impacts to site, settlement may continue and require future maintenance / replacement.
  - Replace it with alternative wall type with deep foundation.
  - Remove and replace material as part of deck work.
  - During re-construction of the pool, it is anticipated the wall will need to be at least partially removed in order to excavate and stabilize the subgrade beneath the deck and wall area. The blocks are in good condition and may be removed and restacked atop a stabilized granular subgrade during construction.
  - A heel drain / wall subdrain should be tied into the new overall subgrade drainage system.

### Budgetary Cost Estimates for Other infrastructure related work

- Remove and replace retaining wall (in kind) - \$25,000.
- Remove and replace retaining wall (new location, taller wall) - \$TBD.
- Remove, replace trellis structure (if needed) - \$10,000.

### Overall Conceptual Cost Considerations for Replacement Project

Attachment B to this report presents a conceptual cost estimate which was prepared to provide a ballpark estimate for the anticipated pool replacement project. This number should be interpreted as an estimated cost only, and the actual cost to complete the project should be expected to vary up to approximately \$500,000 (+/- 25%).

### Section 5 - Final Thoughts

This report is provided as a “for review only” document ahead of the May 2024 board meeting for review by the Vauxmont Metropolitan Board of Directors. We encourage questions, comments, and input from the Board, their team, and community in the coming weeks. It is anticipated that the final bound and stamped report will be provided in June 2024, at which point we anticipate the Board will determine whether to proceed with the project. If additional information or proposals for design services are requested, Level would be happy to provide them.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay Blackburn".

Jay Blackburn, P.E.

Project Manager

Level Engineering, LLC

#### **EXCLUSIONS & LIMITATIONS:**

Our field observations are valid for the day in which they were made. Current structural integrity does not ensure future structural integrity. We recommend ongoing monitoring of structures to note changes in stability and to assure continued safe occupation. A qualified engineer should be consulted for any/all foundation and structural framing questions. We encourage you to contact us to review our recommendations if questions arise and any resulting work needs to be performed by a qualified licensed contractor. Opinions stated in this report are subject to change if conditions, accessibility, or visibility from time of observation change or if additional information becomes available for consideration.

Use of this inspection report shall constitute acceptance of and agreement to all **Exclusions & Limitations** and **Terms and Conditions**.

**Terms & Conditions:** Our observations and findings are limited to work conducted and statements contained herein by LEI. We have not made any determinations related to other issues or that may affect economic or life and safety concerns. Our findings are based on conditions observed at the time of our review. Structural elements hidden from view cannot be evaluated and therefore LEI does not predict or warrant future performance of any structures. LEI's total liabilities are mutually agreed by all parties informed by this document to be limited to the fees charged. All objections to the terms and findings within this document must be made in writing within five days of the date of this report and if any objection is made, this report shall be null and void without LEI's written approval for use.



PRELIMINARY COST ESTIMATE FOR CONCEPTUAL POOL REPLACEMENT PROJECT  
 VAUXMONT METROPOLITAN DISTRICT  
 ATTACHMENT B

Item	Group	Description	Estimated Cost	Note
1	Pool Structure	Demo	\$ 110,000.00	<i>Includes Deck and Utility Demo</i>
2	Pool Structure	Foundation	\$ 130,000.00	<i>Either micro-piles or deep drilled piers acceptable</i>
3	Pool Structure	New Pool Shell / Utilities / Drainage system	\$ 750,000.00	<i>Assumes in kind replacement (similar size/shape to existing pool), nearest 1/4 million dollars</i>
4	Pool Structure	Modification / maintenance of mechanical room equip	\$ 25,000.00	<i>Estimate only</i>
5	Pool Deck	Replacement of Deck in kind	\$ 180,000.00	<i>Assumes in kind replacement of concrete (similar size/shape to existing deck)</i>
6	Pool Deck	Subgrade stabilization (down to 7' or 8' deep)	\$ 75,000.00	<i>Assumes partial subgrade stabilization option for area below pool deck</i>
7	Comm. Center Building	Misc Drainage maintenance/improvements	\$ 10,000.00	<i>Estimate only</i>
8	Other Infrastructure	Remove and Replace existing wall in kind (reuse)	\$ 25,000.00	<i>Estimate only</i>
9	Other Infrastructure	Trellace Structure removal/replace (reuse)	\$ 10,000.00	<i>Estimate only</i>
10	Other Infrastructure	Re-Landscaping, sod, vegetation, fence	\$ 15,000.00	<i>Estimate only</i>
<b>Estimated Subtotal Construction Cost</b>			<b>\$ 1,330,000.00</b>	
11	Misc/Other	Additional Monitoring per recommendations	\$ 20,000.00	<i>Per Kumar estimate</i>
12	Misc/Other	Engineering and Design (20% subtotal construction cost)	\$ 266,000.00	<i>Rounded rounded to nearest 1,000</i>
13	Misc/Other	Approvals / Permitting (2.5% subtotal construction cost)	\$ 33,000.00	<i>Rounded rounded to nearest 1,000</i>
14	Misc/Other	Contingency (40% subtotal construction cost)	\$ 532,000.00	<i>Rounded rounded to nearest 1,000</i>
<b>Estimated Total Project Cost</b>			<b>\$ 2,200,000.00</b>	<i>Rounded to nearest 100,000</i>

**\*\* THESE ESTIMATES ARE CONCEPTUAL ONLY AND NOT BASED ON AN ACTUAL DESIGN. THEY SHOULD BE USED FOR BUDGETARY PURPOSES**



**Candelas Community Facilities Report**  
**Submitted to: Vauxmont Board of Directors**  
**Meeting Date: May 21st, 2024**

**Overall Facilities Update:**

- Yesco lighting will be performing the evaluation and repairs of the parking lot lights at both facilities once the services agreement is executed.

**Parkview Facility Update:**

- All contractors are providing their services according to their contracts.
- The flag is replaced often, the wind destroys it incredibly quickly each time. There are always 1-2 replacement flags in the office at all times.
- We are experiencing issues with the Control4 system at Parkview. We have reached out to Technifi since they are still registered as our administrator for Control4. Technifi has informed us that they could not provide service and are unwilling to sign the District's services agreement due to the insurance requirements and other legal requirements. TDC Management has requested a meeting with Technifi to discuss the options regarding this system but has not yet received a response. 303Networks is exploring options for taking over as the Control4 system administrator.

**Townview Facility Update:**

- 303 Networks is still researching replacement options for the Control4 system at Townview.
- Major Heating and Air and Impact Heating and Cooling have performed system evaluations on the geothermal system at Townview, neither have submitted estimates for repair. We are contacting other contractors in the area and are working to find a company who is familiar with this type of system.
- The new fitness equipment has been delivered to the Townview gym, this information has been shared with the community via the May 16th newsletter.
- Pro Innovation Plumbing is working on installing the tankless water heaters at Townview. The project is scheduled to be completed by May 16th, 2024.
- Many residents are sending in work orders to us. Past direction from the Board has been not to do work that takes more than an hour without Board direction. How would you like us to proceed with these emails?

**Bojewski, Chelsea**

---

**From:** Johnson, Lisa  
**Sent:** Tuesday, May 14, 2024 4:42 PM  
**To:** Bojewski, Chelsea  
**Cc:** Odewumi, Stephanie; Clem, Alexander  
**Subject:** Vauxmont MD - agenda addition

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Chelsea - please add an agenda item under O&M matters related to the Parkview Pool as follows: Discuss and consider approval of pool monitor services for the 2024 pool season. Please use this email as the enclosure.

Timberline provided the following information regarding 2024 Pool Monitor Services

I'm reaching out regarding pool staffing for the Parkview pool this summer. After considering the pool usage last season, the budget, and the current staffed hours, we would like to propose the following schedule for the pool monitors. This schedule would provide 61 hours of pool monitoring per week, covering peak hours and could be split between two employees rather than requiring three. Outside of these hours, the front desk staff would be expected to conduct wristband checks and monitor pool capacity. If the Board approves of this schedule we will proceed with the process of hiring staff so that we can have them trained by the time the pool opens on May 24th.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
2:30 - 9:30pm	2:30 - 9:30pm	2:30 - 9:30pm	2:30 - 9:30pm	11:00am - 10:00pm	11:00am - 10:00pm	11:00am - 10:00pm
7	7	7	7	11	11	11

2024 Pool Monitor Information

Our proposal is to staff with 2 pool monitors for the hours previously submitted. The total weekly hours are 61 for a total of 15 weeks. Total costs at this service level would be \$35,513.44 which is within the approved budget.



**Lisa Johnson**  
Principal

**Direct 303-439-6029**  
 CLA (CliftonLarsonAllen LLP)  
[lisa.johnson@claconnect.com](mailto:lisa.johnson@claconnect.com)

*We'll get you there.*  
[CPAs](#) | [Consultants](#) | [Wealth Advisors](#)

[Send me your files with secure file transfer.](#)



**Vauxmont Metropolitan District**  
**Interim Check List**  
April 9, 2024 - May 15, 2024

Check Date	Bill.com Reference	Vendor	Amount
4/10/2024	P24040902 - 6024389	TDS	\$ 430.48
4/16/2024	P24041502 - 7276975	Major Heating & Air Conditioning	310.00
4/16/2024	P24041502 - 7276975	Major Heating & Air Conditioning	135.00
4/16/2024	P24041502 - 7276978	JLSS, LLC	1,900.00
4/16/2024	P24041502 - 7276978	JLSS, LLC	1,080.00
4/16/2024	P24041502 - 7276983	Environmental Designs, Inc.	29,422.50
4/16/2024	P24041502 - 7276983	Environmental Designs, Inc.	13,137.50
4/16/2024	P24041502 - 7276983	Environmental Designs, Inc.	3,585.00
4/16/2024	P24041502 - 7276983	Environmental Designs, Inc.	2,890.00
4/16/2024	P24041502 - 7276996	303 Networks, Inc.	12,438.61
4/16/2024	P24041502 - 7276996	303 Networks, Inc.	9,858.28
4/16/2024	P24041502 - 7276996	303 Networks, Inc.	5,110.25
4/16/2024	P24041502 - 7277000	Zhihuo Zhang	382.50
4/16/2024	P24041502 - 7277002	Security Central, Inc.	178.59
4/16/2024	P24041502 - 7277004	Republic Services #535	110.40
4/16/2024	P24041502 - 7277006	PUSH PEDAL PULL	14,771.54
4/16/2024	P24041502 - 7277008	Commercial Access Systems	460.00
4/16/2024	P24041502 - 7277012	Cintas	145.00
4/16/2024	P24041502 - 7277016	Cintas	145.00
4/16/2024	P24041502 - 7277020	A1 ENVIRONMENTAL PEST	75.00
4/17/2024	P24041502 - 7277022	A1 ENVIRONMENTAL PEST	100.00
4/17/2024	P24050702 - 2063941	Smartwebs	540.00
4/19/2024	P24041802 - 8053268	Level Engineering LLC	17,387.12
4/19/2024	P24041802 - 8053268	Level Engineering LLC	8,978.96
4/19/2024	P24041802 - 8053272	Timberline District Consulting Llc	50,466.39
4/26/2024	P24050702 - 2045597	Xcel Energy	971.93
4/26/2024	P24050702 - 2045597	Xcel Energy	15.22
4/26/2024	P24050702 - 2045597	Xcel Energy	13.23
4/26/2024	P24050702 - 2045597	Xcel Energy	13.05
4/26/2024	P24050702 - 2045597	Xcel Energy	10.28
4/26/2024	P24050702 - 2045597	Xcel Energy	8.11
4/26/2024	P24050702 - 2045597	Xcel Energy	7.39
5/6/2024	P24050302 - 1459289	Winzenburg Leff Purvis Payne Llp	2,380.00
5/6/2024	P24050302 - 1459289	Winzenburg Leff Purvis Payne Llp	247.00
5/6/2024	P24050302 - 1459292	Paul Harstad	170.00
5/6/2024	P24050302 - 1459294	Orkin	425.99
5/6/2024	P24050302 - 1459296	CliftonLarsonAllen	1,881.25
<b>Check List Total</b>			<b>\$ 180,181.57</b>

Check List Count = 28

**Vauxmont Metropolitan District**  
**Interim Check List**  
 April 9, 2024 - May 15, 2024

Check Date	Bill.com Reference	Vendor	Amount
<b>Summary by Fund</b>			
General Fund Total		\$	96,220.37
Alley Lots Fund			17,293.64
Rec Center Fund			66,667.56
Debt Service Fund			-
<b>Total \$</b>			<b>180,181.57</b>

**Vauxmont Metro District  
Variance Report  
Budget to Actuals - General Fund  
For the Period Ending May 15, 2024**

Reporting Book: ACCRUAL  
As of Date: 5/15/2024  
Location: Vauxmont Metro District

	General Fund Annual Budget	General Fund Actual	General Fund Variance
<b>Expenditures</b>			
Auditing	14,000.00	-	14,000.00
County Treasurer's Fee	1,973.00	302.20	1,670.80
Dues and membership	3,000.00	1,871.62	1,128.38
Billing	2,000.00	2,406.92	(406.92)
Covenant enforcement	105,000.00	17,309.35	87,690.65
Legal	10,000.00	6,728.00	3,272.00
Miscellaneous	2,000.00	1,067.30	932.70
Repairs and maintenance	50,000.00	3,870.24	46,129.76
Landscape Base Contract	400,000.00	166,542.14	233,457.86
Dead Tree Removal	12,500.00	11,443.04	1,056.96
Fence Staining and Repairs	130,000.00	18,750.00	111,250.00
Snow removal	55,000.00	69,314.15	(14,314.15)
Water	175,000.00	7,402.57	167,597.43
Electricity	10,000.00	3,234.21	6,765.79
Pond maintenance	25,000.00	-	25,000.00
Trail maintenance	200,000.00	-	200,000.00
Social activities	20,000.00	1,257.00	18,743.00
Irrigation repairs	65,000.00	1,336.00	63,664.00
Irrigation controller replacement	125,000.00	87,637.82	37,362.18
Landscape enhancements	70,000.00	18,867.94	51,132.06
Office equipment and supplies	18,000.00	6,368.19	11,631.81
Community Management	183,750.00	38,777.12	144,972.88
Holiday lighting	9,500.00	-	9,500.00
Pond Dredging	168,000.00	-	168,000.00
Lifestyle Activities	5,000.00	-	5,000.00
Transfers to Cimarron MD	478,000.00	245,927.03	232,072.97
Reserve study	10,000.00	-	10,000.00
Geotechnical	100,000.00	76,800.09	23,199.91
Contingency	50,000.00	-	50,000.00
<b>Total Expenditures</b>	<b>2,497,723.00</b>	<b>787,212.93</b>	<b>1,710,510.07</b>

**Vauxmont Metro District  
Variance Report  
Budget to Actuals - Alley Lots  
For the Period Ending May 15, 2024**

Reporting Book: ACCRUAL  
As of Date: 5/15/2024  
Location: Vauxmont Metro District

	<b>Alley Lots Annual Budget</b>	<b>Alley Lots Actual</b>	<b>Alley Lots Variance</b>
<hr/>			
Expenditures			
Accounting	3,500.00	-	3,500.00
Billing	10,000.00	2,406.94	7,593.06
Banking fees	9,000.00	1,541.91	7,458.09
Repairs and maintenance	15,000.00	-	15,000.00
Landscape Base Contract	40,000.00	13,684.47	26,315.53
Snow removal	35,000.00	37,082.50	(2,082.50)
Water	13,000.00	424.01	12,575.99
Electricity	400.00	-	400.00
Irrigation repairs	6,000.00	-	6,000.00
Landscape enhancements	8,000.00	1,981.03	6,018.97
Community Management	7,500.00	383.26	7,116.74
Capital outlay	79,200.00	-	79,200.00
Contingency	8,400.00	-	8,400.00
Total Expenditures	235,000.00	57,504.12	177,495.88

**Vauxmont Metro District  
Variance Report  
Budget to Actuals - Rec Center  
For the Period Ending May 15, 2024**

Reporting Book: ACCRUAL  
As of Date: 5/15/2024  
Location: Vauxmont Metro District

	<b>Rec Center Annual Budget</b>	<b>Rec Center Actual</b>	<b>Rec Center Variance</b>
<b>Expenditures</b>			
Security/Access Control	50,000.00	37,368.99	12,631.01
Fitness Equipment	-	14,771.54	(14,771.54)
Parkview Contract Services	30,000.00	8,276.00	21,724.00
Parkview Repairs and Maintenance	50,000.00	11,358.57	38,641.43
Parkview Pool Contract Maintenance	30,000.00	-	30,000.00
Parkview Pool Supplies	5,000.00	180.00	4,820.00
Parkview Pool Chemicals	12,000.00	-	12,000.00
Parkview Pool Furniture	10,000.00	-	10,000.00
Parkview Cable & Phone	5,000.00	2,126.97	2,873.03
Parkview Facility Staffing	117,600.00	18,217.50	99,382.50
Parkview Utilities	25,000.00	4,733.80	20,266.20
Parkview Parts and Supplies	10,000.00	2,783.55	7,216.45
Parkview Pool Repairs	15,000.00	230.92	14,769.08
Parkview General and Administrative	1,500.00	-	1,500.00
Townview General and Administrative	1,500.00	-	1,500.00
Townview Contract Sevices	20,000.00	5,328.18	14,671.82
Townview Parts and Supplies	5,000.00	982.34	4,017.66
Townview Utilities	22,155.00	3,480.01	18,674.99
Townview Repairs and Maintenance	50,000.00	9,597.95	40,402.05
Townview Pool Contract Maintenance	10,000.00	-	10,000.00
Townview Pool Supplies	2,500.00	-	2,500.00
Townview Pool Chemicals	5,000.00	-	5,000.00
Townview Cable & Phone	2,750.00	1,120.30	1,629.70
Townview Facility Staffing	29,400.00	6,045.00	23,355.00
Parkview pool atendant	36,595.00	-	36,595.00
Townview Water Heater	-	5,178.00	(5,178.00)
Contingency	52,000.00	-	52,000.00
<b>Total Expenditures</b>	<b>598,000.00</b>	<b>131,779.62</b>	<b>466,220.38</b>

**Vauxmont Metro District  
Variance Report  
Budget to Actuals - CSID  
For the Period Ending May 15, 2024**

Reporting Book: ACCRUAL  
As of Date: 5/15/2024  
Location: Vauxmont Metro District

	<b>CSID Annual Budget</b>	<b>CSID Actual</b>	<b>CSID Variance</b>
Expenditures			
Accounting	16,500.00	1,571.70	14,928.30
Legal	-	7,593.00	(7,593.00)
Irrigation controller replacement	-	175,000.00	(175,000.00)
Trust Residential Improvement Distribution	60,000.00	6,187.50	53,812.50
Community Management	37,000.00	-	37,000.00
<b>Total Expenditures</b>	<b>113,500.00</b>	<b>190,352.20</b>	<b>(76,852.20)</b>

**VAUXMONT METROPOLITAN DISTRICT**  
**Schedule of Cash Position**  
**February 29, 2024**  
**Updated as of May 7, 2024**

	General Fund	Alley Lots Fund	Recreation Ctr Fund	Candelas Special Improvement District	Debt Service Fund	Total
<b>First Bank - Vauxmont MD Checking</b>						
<b>Account# ****2639</b>						
Balance as of 02/29/24	\$ -	\$ 32,546.52	\$ 37,601.69	\$ 4,323.55	\$ 108,731.85	\$ 183,203.61
Subsequent activities:						
Deposits - Alley lot/Other fees (net of chargebacks) - March (to date)	-	2,423.98	-	-	-	2,423.98
Deposits - Service revenue from front desk - March (to date)	-	-	12,853.51	-	-	12,853.51
03/04/24 - Comcast AutoPay	-	-	(243.21)	-	-	(243.21)
03/08/24 - Bill.com Payment	(35,062.90)	-	(128.35)	-	(2,750.00)	(37,941.25)
03/08/24 - TDS Payment	-	-	(430.48)	-	-	(430.48)
03/10/24 - Ptax Deposit - February	34,241.55	-	-	-	79,768.06	114,009.61
03/13/24 - City of Arvada AutoPay	(25.42)	-	-	-	-	(25.42)
03/13/24 - Transfer to Cimarron MD	(35,000.00)	-	-	-	-	(35,000.00)
03/13/24 - Transfer from Cimarron MD	319.29	-	-	16,500.00	80,377.00	97,196.29
03/13/24 - Transfer from ColoTrust	12,586.06	-	-	-	-	12,586.06
03/14/24 - Transfer to US Bank - 2019 Revenue Fund	-	-	-	-	(266,126.91)	(266,126.91)
03/19/24 - Transfer from ColoTrust	-	-	-	170,000.00	-	170,000.00
03/20/24 - Smartwebs Payment	(540.00)	-	-	-	-	(540.00)
03/20/24 - LockBox Fee	-	(737.04)	-	-	-	(737.04)
03/22/24 - Deposit Correction	(70.00)	-	-	-	-	(70.00)
03/22/24 - Xcel Energy AutoPay	(1,560.19)	-	-	-	-	(1,560.19)
03/27/24 - AURA Deposit	1,121,606.75	-	-	-	2,612,845.25	3,734,452.00
03/27/24 - Bill.com Payment	(400.00)	-	(2,800.00)	-	-	(3,200.00)
03/27/24 - Transfer to US Bank - 2019 Revenue Fund	-	-	-	-	(2,612,845.25)	(2,612,845.25)
03/29/24 - Flexfone AutoPay	(113.06)	-	-	-	-	(113.06)
03/29/24 - Transfer to Colo Trust	(800,000.00)	-	-	-	-	(800,000.00)
03/29/24 - Transfer to Cimarron MD	(61,982.10)	-	-	-	-	(61,982.10)
Deposits - Alley lot/Other fees (net of chargebacks) - April (to date)	-	29,516.74	-	-	-	29,516.74
Deposits - Service revenue from front desk - April (to date)	-	-	3,284.63	-	-	3,284.63
04/01/24 - Bill.com Payment	(193,669.45)	(11,182.32)	(15,818.90)	(175,000.00)	-	(395,670.67)
04/01/24 - Xcel Energy AutoPay	(2,550.20)	-	-	-	-	(2,550.20)
04/04/24 - Comcast AutoPay	-	-	(225.51)	-	-	(225.51)
04/08/24 - TDS Payment	-	-	(430.48)	-	-	(430.48)
04/10/24 - Ptax Deposit - February	15,701.74	-	-	-	36,578.32	52,280.06
04/15/24 - Xcel Energy AutoPay	(39.01)	-	-	-	-	(39.01)
04/16/24 - Transfer from ColoTrust	100,000.00	-	-	-	-	100,000.00
04/16/24 - Interfund Transfer	(12,455.16)	-	12,455.16	-	-	-
04/16/24 - Bill.com Payment	(33,390.00)	(16,027.50)	(46,717.67)	-	-	(96,135.17)
04/17/24 - Bill.com Payment	-	-	(100.00)	-	-	(100.00)
04/17/24 - Smartwebs Payment	(540.00)	-	-	-	-	(540.00)
04/18/24 - Transfer from ColoTrust	50,000.00	-	-	-	-	50,000.00
04/18/24 - Transfer to Revenue Fund	-	-	-	-	(36,578.32)	(36,578.32)
04/18/24 - Transfer to Cimarron - GF	(33,249.43)	-	-	-	-	(33,249.43)
04/19/24 - Interfund Transfer	(19,693.03)	-	19,693.03	-	-	-
04/19/24 - Xcel Energy AutoPay	(28.27)	-	(971.93)	-	-	(1,000.20)
04/19/24 - Bill.com Payment	(58,485.47)	(325.51)	(18,021.49)	-	-	(76,832.47)
04/19/24 - LockBox Fee	-	(750.96)	-	-	-	(750.96)
04/23/24 - AURA Deposit	117,515.98	-	-	-	273,760.02	391,276.00
04/30/24 - Flexfone AutoPay	(112.89)	-	-	-	-	(112.89)
Deposits - Alley lot/Other fees (net of chargebacks) - May (to date)	-	40.35	-	-	-	40.35
Deposits - Service revenue from front desk - May (to date)	-	-	430.00	-	-	430.00
05/01/24 - Xcel Energy AutoPay	(1,349.92)	-	-	-	-	(1,349.92)
05/01/24 - City of Arvada AutoPay	(3,746.33)	(237.34)	(474.10)	-	-	(4,457.77)
05/06/24 - Comcast AutoPay	-	-	(225.51)	-	-	(225.51)
05/06/24 - Bill.com Payment	(3,737.62)	(940.63)	(425.99)	-	-	(5,104.24)
<b>Subtotal</b>	<b>154,170.92</b>	<b>34,326.29</b>	<b>(695.60)</b>	<b>15,823.55</b>	<b>273,760.02</b>	<b>477,385.18</b>
Anticipated Interfund Transfer	(38,787.39)	-	38,787.39	-	-	-
Anticipated Transfer from ColoTrust	200,000.00	-	-	-	-	200,000.00
Anticipated Transfer to US BANK	-	-	-	-	(273,760.02)	(273,760.02)
Anticipated Transfer to Cimarron - GF	(111,361.12)	-	-	-	-	(111,361.12)
Anticipated Bill.com Payables	(157,607.99)	(5,955.47)	(38,091.79)	-	-	(201,655.25)
<b>Anticipated Balance</b>	<b>46,414.42</b>	<b>28,370.82</b>	<b>-</b>	<b>15,823.55</b>	<b>-</b>	<b>90,608.79</b>

(Continued)

VAUXMONT METROPOLITAN DISTRICT  
 Schedule of Cash Position  
 February 29, 2024  
 Updated as of May 7, 2024

	General Fund	Alley Lots Fund	Recreation Ctr Fund	Candelas Special Improvement District	Debt Service Fund	Total
		<i>(Continued)</i>				
<b>ColoTrust</b>						
<b>Account# *****</b>						
Balance as of 02/29/24	12,022.33	130,059.07	563.73	4,747,780.66	-	4,890,425.79
Subsequent activities:						
03/01/24 - Interfund Transfer	563.73	-	(563.73)	-	-	-
03/13/24 - Transfer to 1st Bank	(12,586.06)	-	-	-	-	(12,586.06)
03/19/24 - Transfer to 1st Bank	-	-	-	(170,000.00)	-	(170,000.00)
03/31/24 - Interest Income	-	668.02	-	21,599.27	-	22,267.29
04/01/24 - Transfer from 1st Bank	800,000.00	-	-	-	-	800,000.00
04/16/24 - Transfer to 1st Bank	(100,000.00)	-	-	-	-	(100,000.00)
04/18/24 - Transfer to 1st Bank	(50,000.00)	-	-	-	-	(50,000.00)
04/30/24 - Interest Income	-	672.63	-	23,665.04	-	24,337.67
<i>Anticipated Transfer to 1st Bank</i>	(200,000.00)	-	-	-	-	(200,000.00)
<i>Anticipated Balance</i>	<u>450,000.00</u>	<u>131,399.72</u>	<u>-</u>	<u>4,623,044.97</u>	<u>-</u>	<u>5,204,444.69</u>
<b>US Bank - Sub 2019 Revenue Fund</b>						
<b>Account# *****7000</b>						
Balance as of 02/29/24	-	-	-	-	23,082.07	23,082.07
Subsequent activities:						
03/01/24 - Interest Income	-	-	-	-	100.18	100.18
03/14/24 - Transfer from 1st Bank	-	-	-	-	266,126.91	266,126.91
04/30/24 - Interest Income	-	-	-	-	706.96	706.96
<i>Anticipated Transfer from 1st Bank</i>	-	-	-	-	273,760.02	273,760.02
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>563,776.14</u>	<u>563,776.14</u>
<b>US Bank - Subordinate 2019 Bond Fund</b>						
<b>Account# *****7001</b>						
Balance as of 02/29/24	-	-	-	-	6,729.24	6,729.24
Subsequent activities:						
03/01/24 - Interest Income	-	-	-	-	26.29	26.29
04/30/24 - Interest Income	-	-	-	-	28.21	28.21
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,783.74</u>	<u>6,783.74</u>
<b>US Bank - 2019 Surplus Fund</b>						
<b>Account# *****7004</b>						
Balance as of 02/29/24	-	-	-	-	2,550,933.58	2,550,933.58
Subsequent activities:						
03/01/24 - Interest Income	-	-	-	-	9,966.57	9,966.57
04/30/24 - Interest Income	-	-	-	-	10,694.46	10,694.46
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,571,594.61</u>	<u>2,571,594.61</u>

(Continued)



VAUXMONT METROPOLITAN DISTRICT  
 Schedule of Cash Position  
 February 29, 2024  
 Updated as of May 7, 2024

	General Fund	Alley Lots Fund <i>(Continued)</i>	Recreation Ctr Fund	Candelas Special Improvement District	Debt Service Fund	Total
<b>US Bank - 2019 Special Redemption Fund</b>						
<b>Account# *****7003</b>						
Balance as of 02/29/24	-	-	-	-	307.21	307.21
Subsequent activities:						
03/01/24 - Interest Income	-	-	-	-	1.20	1.20
04/30/24 - Interest Income	-	-	-	-	1.29	1.29
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>309.70</u>	<u>309.70</u>
<b>US Bank - 2020 Senior Revenue Fund</b>						
<b>Account# *****3000</b>						
Balance as of 02/29/24	-	-	-	-	158,921.97	158,921.97
Subsequent activities:						
03/01/24 - Interest Income	-	-	-	-	620.91	620.91
03/27/24 - AURA Fees	-	-	-	-	2,749,853.00	2,749,853.00
04/01/24 - Transfer from 1st Bank	-	-	-	-	2,612,845.25	2,612,845.25
04/18/24 - Transfer from 1ts Bank	-	-	-	-	36,578.32	36,578.32
04/23/24 - AURA Fees	-	-	-	-	1,358,922.00	1,358,922.00
04/30/24 - Interest Income	-	-	-	-	2,523.55	2,523.55
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,920,265.00</u>	<u>6,920,265.00</u>
<b>US Bank - Series 2020 Senior Bond Fund</b>						
<b>Account# *****3001</b>						
Balance as of 02/29/24	-	-	-	-	37,911.58	37,911.58
December Bond Payment						
Subsequent activities:						
03/01/24 - Interest Income	-	-	-	-	148.12	148.12
04/30/24 - Interest Income	-	-	-	-	158.94	158.94
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>38,218.64</u>	<u>38,218.64</u>
<b>Anticipated balance</b>	<b><u>\$ 496,414.42</u></b>	<b><u>\$ 159,770.54</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 4,638,868.52</u></b>	<b><u>\$ 10,100,947.83</u></b>	<b><u>\$ 15,396,001.31</u></b>

**VAUXMONT METROPOLITAN DISTRICT**  
**Property Taxes Reconciliation**  
 Base AV Only  
 2024

	Current Year							Prior Year				
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County Treasurer	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
		Prop Tax						Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 121.68	\$ -	\$ 56,809.04	\$ -	\$ (1.83)	\$ -	\$ 56,928.89	0.03%	0.03%	\$ 41,457.25	0.34%	0.34%
February	66,956.96	-	48,057.00	-	(1,004.35)	-	114,009.61	15.29%	15.32%	176,959.89	44.15%	44.49%
March	7,213.85	-	45,172.71	1.73	(108.23)	-	52,280.06	1.65%	16.97%	48,367.05	2.67%	47.16%
April	10,254.47	3,613.92	46,606.36	1.98	(208.06)	-	60,268.67	3.17%	20.13%	56,692.35	7.55%	54.71%
May	-	-	-	-	-	-	-	0.00%	20.13%	59,627.68	6.03%	60.73%
June	-	-	-	-	-	-	-	0.00%	20.13%	159,722.44	39.25%	99.98%
July	-	-	-	-	-	-	-	0.00%	20.13%	38,028.57	0.31%	100.29%
August	-	-	-	-	-	-	-	0.00%	20.13%	44,257.13	0.20%	100.49%
September	-	-	-	-	-	-	-	0.00%	20.13%	37,775.84	0.11%	100.60%
October	-	-	-	-	-	-	-	0.00%	20.13%	41,265.26	0.23%	100.83%
November	-	-	-	-	-	-	-	0.00%	20.13%	40,503.26	0.09%	100.93%
December	-	-	-	-	-	-	-	0.00%	20.13%	27,300.99	-0.27%	100.66%
<b>Total</b>	<b>\$ 84,546.96</b>	<b>\$ 3,613.92</b>	<b>\$ 196,645.11</b>	<b>\$ 3.71</b>	<b>\$ (1,322.47)</b>	<b>\$ -</b>	<b>\$ 283,487.23</b>	<b>20.13%</b>	<b>20.13%</b>	<b>\$ 771,957.71</b>	<b>100.66%</b>	<b>100.66%</b>

Mill Levy	Jefferson County Assess Value	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
-----------	-------------------------------	--------------	-------------	--------------------------	------------------------------

<u>Property Tax</u>					
General Fund	27.000	\$ 4,870,802	\$ 131,511.00	30.03%	\$ 26,478.16 20.13%
Debt Service Fund	62.898	\$ 4,870,802	306,364.00	69.97%	61,682.72 20.13%
	89.898		\$ 437,875.00	100.00%	\$ 88,160.88 20.13%

<u>Specific Ownership Tax</u>					
General Fund			\$ 187,080.00	30.03%	\$ 59,060.22 31.57%
Debt Service Fund			435,813.00	69.97%	137,584.89 31.57%
			\$ 622,893.00	100.00%	\$ 196,645.11 31.57%

<u>Treasurer's Fees</u>					
General Fund			\$ 1,973.00	30.03%	\$ 397.19 20.13%
Debt Service Fund			4,596.00	69.97%	925.28 20.13%
			\$ 6,569.00	100.00%	\$ 1,322.47 20.13%

### RESOLUTION TO AMEND 2023 BUDGET

The Board of Directors of the Vauxmont Metropolitan District held a regular meeting on Tuesday, May 21, 2024 at 5:00 p.m., at 19865 W. 94<sup>th</sup> Avenue, Arvada, Colorado and by Teams, at which the following Resolution was adopted by affirmative vote of a majority of the Board of Directors, to-wit:

WHEREAS, the Board of Directors of the Vauxmont Metropolitan District appropriated funds for the fiscal year 2023 as follows:

**General Fund: \$ 2,133,000**

WHEREAS, the necessity has arisen for additional expenditures and transfers by the District due to additional costs which could not have been reasonably anticipated at the time of adoption of the budget, requiring the expenditure of funds in excess of those appropriated for the fiscal year 2023; and

WHEREAS, funds are available for such an expenditure from surplus revenue funds of the District;

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Vauxmont Metropolitan District shall and hereby does amend the budget for the fiscal year 2023 as follows:

**General Fund: \$2,300,000**

NOW THEREFORE BE IT RESOLVED, that such sums are hereby appropriated from the surplus revenue funds of the District to the \_\_\_\_\_ Fund for the purposes stated, and that any ending fund balances shall be reserved for purposes of Article X, Section 20 of the Colorado Constitution.

ADOPTED THIS 21ST DAY OF MAY, 2024.

Vauxmont Metropolitan District  
Signature Page  
Amended 2023 Budget Resolution

VAUXMONT METROPOLITAN DISTRICT

\_\_\_\_\_  
By: Peter Schult, President

ATTEST:

\_\_\_\_\_  
By: Secretary/Assistant Secretary

DRAFT

### CERTIFICATION

I, \_\_\_\_\_, hereby certify that I am a Director and the duly elected and qualified Secretary/Assistant Secretary of the Vauxmont Metropolitan District, and that the foregoing constitutes a true and correct copy of the record of proceedings of the Board of Directors of said District, adopted at a regular meeting of the Board of Directors of the Vauxmont Metropolitan District held on Tuesday, May 21, 2024, at 19865 W. 94<sup>th</sup> Avenue, Arvada, Colorado and by Teams, as recorded in the official record of the proceedings of the District, insofar as said proceedings relate to the public hearing to amend the budget for fiscal year 2023; that said proceedings were duly had and taken and that the meeting was duly held.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of the District this 21st day of May, 2024.

\_\_\_\_\_  
Secretary/Assistant Secretary

[ S E A L ]

---

**MEMORANDUM**

TO: Board of Directors/Vauxmont Metropolitan District

FROM: Seter, Vander Wall & Mielke, P.C.

DATE: May 15, 2024

RE: Legal Status Report – May 21, 2024 Regular Board Meeting

---

**REGULAR SESSION**

**2024 Legislative Matters -**

Our firm participates in the SDA legislative committee, which meets each month. We bring bills of interest to your attention which are being monitored by the SDA, as they may arise:

**SB24-005:** “Prohibit Landscaping Practices for Water Conservation.” This bill prohibits local governments from allowing the installation, planting, or placement of “nonfunctional” turf, artificial turf, or invasive plant species on commercial, institutional or industrial property, common interest community property or a street right-of-way, parking lot, median, or transportation corridor, on or after January 1, 2026. “Functional turf” is defined as turf that is located in a recreational use area or other space that is regularly used for civic, community, or recreational purposes, which may include playgrounds; sports fields; picnic grounds; amphitheaters; portions of parks; and the playing areas of golf courses.” Conversely, “nonfunctional turf” is defined as turf which is not “functional turf.”

This bill has been signed into law by the Governor as of March 15, 2024.

**HB24-1267:** “Concerning requiring a Metro District engaging in covenant enforcement activities to comply with certain policies related to covenant enforcement.” This bill requires metropolitan districts that engage in covenant enforcement and design review activities to comply with certain procedural requirements, including adopting a written policy governing the imposition and collection of fines; adopting a written policy governing how disputes between the metro district and a resident are addressed; and refraining from prohibiting residents from engaging in certain activities regarding the use of their property, including displaying flags and signs; parking a motor vehicle in a driveway; removing certain vegetation to create a defensible space for fire mitigation purposes; performing reasonable property modifications to accommodate disabilities; using xeriscape, nonvegetative turf grass or drought-tolerant landscaping; using a rain barrel; operating a family child care home; using renewable energy generation devices; and installing or

{00734846 2}

using an energy efficiency measure. The bill prohibits a metro district from foreclosing on any lien based on a resident's delinquent fees or other charges owed to the metropolitan district. Finally, the bill also imposes certain procedural requirements regarding court actions filed by or against a metro district based on an alleged violation of the district's declaration, rules and regulations or other instrument.

This bill has been signed by the Governor as of April 19, 2024 and will become effective 90 days after the end of the legislative session. January 1, 2025 is the deadline for the metro district to adopt the required written policies.

**HB24-1302: "Tax Rate Information to Real Property Owners."** This bill requires taxing authorities to submit, with their annual certification of levies, the following information: the rate of each levy; any adjustments from the prior year's levies; whether the levy is fixed or floating; applicable statutory or constitutional limits on annual levy or revenue increases, and whether the entity is exempt from or has waived these limits; the annual rate of growth of the levy; and the mechanism for determining the annual rate of growth of the levy. The board of county commissioners is required to provide this information for each entity publicly accessible.

As of May 8, 2024, this bill has passed both the House and the Senate.

**SB24-233: "Property Tax."**

- Beginning with property tax year 2025, local governments (with certain exceptions) are subject to a 5.5% property tax revenue growth limitation.
- Commercial property assessed valuation is 27.9% (with a \$30,000 carveout), 27% and 26% for property tax years 2024, 2025 and 2026, respectively, and then 25% for tax years 2027 and beyond. **[NOTE: This provision (Sec. 3) only takes effect if SB24-111 (regarding "Senior Primary Residence Property Tax Reduction") does not become law. SB24-111 has been sent to the Governor for signature.]**
- For 2024 property tax year, multi-family residential property assessed valuation is reduced from 6.8% to 6.7%, and all other residential property is reduced from 7.06% to 6.7% of actual value in 2024 (a continuation of 2023 valuation), less a \$55,000 carveout. **[NOTE: This provision (Sec. 4) only takes effect if SB24-111 does become law. SB24-111 has been sent to the Governor for signature.]**
- For 2025 property tax year, residential real property assessed valuation is 7.15% of the actual value of the property, *except for* school district levies.
- For 2026 property tax year and beyond, residential property assessed valuation is 6.95% of the actual value, minus the lesser of 10% of the actual value of the property, or \$70,000 as adjusted for inflation, *except for* school district levies.

- Local governments (*except school districts*) shall be reimbursed by the state an amount equal to any decrease in assessed value between the 2022 and 2024 property tax years multiplied by the local governments' mill levy rate from the 2022 property tax year. **[NOTE: This provision (Sec. 7) only takes effect if HB24-1448 (regarding "new public school finance formula") becomes law.]**
- Beginning in 2025 property tax year, a person may defer the payment of real property taxes on a person's senior homestead property, with the 4% tax-growth cap removed. **[NOTE: This provision (Sec. 8) only takes effect if SB24-111 becomes law. SB24-111 has been sent to the Governor for signature.]**
- The act shall not take effect if an initiative that reduces valuations for assessment, or an initiative that requires voter approval for retaining property tax revenue that exceeds a limit; is approved by Colorado voters at a general election held November 5, 2024.

This bill was introduced on May 6, 2024, was passed by both the House and the Senate, and has been submitted to the Governor for signature.

### **Cimarron/Vauxmont Relations:**

Preliminary Transition Planning Discussions. Cimarron's general counsel, on behalf of its client, held a small group planning meeting at the end of January, with representatives from both Vauxmont and Cimarron Metro Districts, management staff and legal counsel. The meeting provided introductions to the goals of the Districts and identified outstanding issues to be resolved. The parties agreed to continue the discussions on a quarterly basis.

Currently, Vauxmont Metro District and Cimarron Metro District operate pursuant to an "Amended and Restated Facilities Funding, Construction and Operations Agreement," dated June 11, 2015, which was amended by First Amendment on January 18, 2022. This Agreement describes the cooperative relationship between CMD, as the managing district, and VMD, as the taxing district, relevant to funding and construction of public improvements, and operations services. CMD and VMD cooperate on the property tax mill levy and sharing of revenues to fund operations and maintenance, administrative, and project/construction management services for the Districts. According to the Agreement, CMD is to own, operate, maintain and construct certain public improvements, and VMD contributes to the costs of construction, operation and maintenance of such public improvements. VMD is obligated to pay the costs of providing these services from revenues generated from its O&M mill levy.

Under the 2022 First Amendment, it was agreed that VMD would take over most of the operations and maintenance responsibilities, with CMD remaining responsible for providing administrative and project management services. CMD remains the owner of all of the District-owned tracts and facilities. A portion of VMD's budget pledges dollars to CMD for these purposes.



Board of Directors / Vauxmont Metropolitan District  
 Legal Status Report  
 May 15, 2024  
 Page 4 of 7

Eventually, the parties intend to transition all remaining responsibilities to VMD, including property ownership, at which time CMD would dissolve or consolidate with VMD.

*Update May 15, 2024:* There is no change to this matter.

*Action Requested:* None at this time.

Cimmaron / Vauxmont IGA Budget Process. The two metropolitan districts have entered into an intergovernmental agreement which identifies a specific process for preparation of initial and final budgets, based on revenue and expense needs and expectations, and in coordination with statutory deadlines. We intend to provide an outline of the IGA's annual budget process at the Board meeting.

### **District Committees.**

Landscape, Finance and Alley Lot Committees. At the April meeting, the Board approved resolutions establishing the Landscape, Finance, and Alley Lot committees, in addition to a Policy regarding Conduct of Committee Meetings and Members.

Per the resolutions, the District is to solicit applications from interested residents of the District to serve on the relevant committee throughout the year, with a notice of applications to be posted for a minimum of two weeks prior to any appointment being made. Applications may be reviewed by the Board. The term of service for committee members is one year and runs from the annual meeting to the next annual meeting.

The Board did not discuss "mid-year" timing for the solicitation of committee members; we are out of sync at this time. We also did not discuss the term "annual meeting" – and whether that will be the town hall annual meeting (recently required by 2023 laws), or the "first of the year" meeting, which has also been identified as an "annual meeting."

*Action Requested:* Discuss timing of one-year committee term and process to fill seats.

Candelas Design Review Committee. The CDRC committee charter was also approved at the April Board meeting; the CDRC is operating pursuant to the resolution with assistance of TDC.

- Variance Request (9424 Noble Way). The CDRC received a variance request from the owners of 9424 Noble Way for an extension to submit an application for repaint / paint removal for CDRC review through the end of May, due to budget restraints and family health issues.

*Action Requested.* Consider variance request from 9424 Noble Way for approval.

- Request for Payment Plan (9395 Joyce Way). At the April meeting, the Board determined not to release the existing garnishment or approve a new payment plan, based on the lack of evidence of intent to comply. The homeowners are now in apparent

compliance with the covenants, and propose the following: “12 monthly payments of \$100 plus the \$1,894 already garnished.” The current offer for settlement totals to \$3,094. According to covenant enforcement legal counsel, as of April 30, 2024, the current balance due (including unposted legal costs) is \$5,459.96. The Board may accept or reject the settlement offer, or offer a counter offer. Voluntary settlement / payment is always preferred.

*Action Requested.* Consider payment plan request from 9395 Joyce Way for approval.

- Paint Palette / Color Schemes: The current builder paint schemes total approximately 168 color palettes for the community. Covenant enforcement legal counsel recommends the Board narrow down the palettes as the current number is unwieldy and makes enforcement time-consuming, and notes substantial duplication in similar schemes.

*Action Requested.* Provide feedback as requested.

Social Committee Resolution. The proposed social committee resolution was presented to the Board in April for initial input, and subsequent circulated through TDC for input from the social committee members. To date we have not received any input.

*Action Requested:* Consider social committee resolution for approval.

#### Candelas Sustainability Committee.

The CSID No. 1 Board held an executive session at its February 20, 2024 meeting to discuss Sustainability Trust property, and receive legal advice. As noted below, this research is ongoing. The sustainability committee continues to meet and address potential expense approvals. Some questions have arisen regarding the sustainability committee’s roles and responsibilities. We intend to provide an explanation of roles and responsibilities at the Board meeting.

#### CSID No. 1, Sustainability Trust, and Sustainable Development Program.

Administrative Matters. The CSID No. 1 Board will meet on May 21, 2024 following the Vauxmont Metro District Board meeting. The CSID Board will be asked to consider its 2024 regular meeting schedule, adopt a “Personal Identifying Information (PII) Policy” and adopt a CORA policy, similar to the policies adopted by the VMD Board.

*CSID Action Requested.* Consider administrative resolutions (regular meeting schedule, PII and CORA) for approval.

Trust Document. The Candelas Sustainability Trust was created in 2011, pursuant to provisions of the Internal Revenue Code (Subpart E, Part I, Subchapter J, Chapter 1, Subtitle A). Following the February Board meeting, legal counsel has reached out to tax counsel for guidance and potential modifications to the Trust document to address outstanding matters. This

discussion took place on March 20, 2024, along with some follow up discussions. Tax counsel recommended engagement of a trust attorney to further evaluate the trust documents and possible modifications, and work with tax counsel to determine possible tax implications. We initially reached out to the District's former general counsel for additional information, and have since followed up with the District's prior bond counsel for potential consultation on this matter, and have been referred elsewhere.

We have not yet obtained additional information from persons involved in the original formation but would like to complete this initial review before contacting one or more trust/real estate/tax attorneys for assistance.

*CSID Action Requested.* Discuss recommendation to engage legal consultant to review underlying Trust and provide relevant recommendations regarding the Trust, to allow the District to proceed with additional steps to make potential modifications to the CSID responsibilities in fulfillment of the sustainability criteria.

Tankless Water Heater Funding Eligibility. At the April VMD Board meeting, the Board approved the installation of a tankless hot water heater in the clubhouse, and also considered its eligibility for funding from the Sustainability Trust's "administrative account." The administrative account may pay for "Qualified Community Sustainability Programs," which must satisfy the SID Statute §§ 31-25-501, *et seq.*, C.R.S. and otherwise fall under the categories contained in Exhibit B of the Trust. The SID Statute does not identify tankless water heaters as an "energy efficiency improvement," but legal counsel believes it qualifies under the statute's catchall definition, which provides for "any other modification, installation, or remodeling approved as a utility cost-saving measure by the governing body." Many sources, including the Department of Energy, have opined that tankless water heaters save on utility costs and the efficiency increases since hot water is provided only as needed. Therefore, it appears that the SID Statute would be satisfied, as required under the Trust. In addition, "Qualified Community Sustainability Programs" include "the installation of renewable energy systems, including improvements built to LEED certified, energy star, built green and similar standards" that benefit Candelas residents, and other programs within the sustainability program's parameters. Tankless water heaters contribute to LEED certification and are consistent with the program's objectives of energy efficiency and application of LEED standards to Candelas' community centers.

*CSID Action Requested.* Consider reimbursement eligibility in connection with authorization of the project involving tankless water heater.

### **Contract Matters.**

Blue Soda Musical Services Agreement. A proposal for music services was presented by the social committee for the "Summer Music in the Park" event; the proposal was reviewed by legal counsel and incorporated into a services agreement with comments. We have not received any further feedback or a signed agreement from the contractor. The proposed agreement is presented to the Board for consideration.

Board of Directors / Vauxmont Metropolitan District  
 Legal Status Report  
 May 15, 2024  
 Page 7 of 7

*Action Requested.* Consider draft agreement for music services by Blue Soda.

TDC Services Agreement. The Finance Committee has sent a letter to the Board with questions, concerns and recommendations related to the TDC community management services contract. A copy of the letter was also sent to legal counsel for our thoughts. These items may be discussed at the meeting.

### **Notice of Claim.**

The District received a “Notice of Claim” submitted by the Nelson Law Firm, who is representing the property owners of 9484 Noble Way, 9482 Noble Way, and 9474 Noble Way. The notice is brought under the Colorado Construction Defect Action Reform Act (Sec. 13-20-803.5, C.R.S.), and serves as a prerequisite prior to filing a lawsuit. The notice has been turned over to the District’s insurance, for investigation of the claim, including an appraisal of any damages which are purported to be caused by the District.

We don’t believe the Construction Defect Act definition of potentially liable parties includes the District, and expect any claim to be denied. If a lawsuit follows, it is expected the District would seek dismissal and pursue recovery of costs and attorneys’ fees.

One of the three parties represented by the Nelson Law Firm has chosen to terminate their engagement with legal counsel, with further communications to be made directed to them personally. This information has been shared with the District’s insurance and legal counsel.

*Update May 15, 2024:* There is no change to this matter.

Action Requested. None at this time.

## **EXECUTIVE SESSION REPORT**

*If needed, an executive session may be called by the VMD for specific purposes authorized pursuant to § 24-6-402(4), C.R.S.; and only after announcement at the public meeting of the specific topic for discussion and the statutory citation authorizing the executive session, and a 2/3 vote of the quorum present of the Board.*



Candelas Community Management Report

Submitted to: Vauxmont Board of Directors

Meeting Date: May 21st, 2024

**Community Updates**

- **Townview Monument**

- The Townview monument sign on McIntyre St and Candelas Pkwy has been vandalized. TDC is currently getting pricing for repairs.



- **Mailbox Kiosks**

- McCarrick Electric will begin working on repairing the electrical issues at the mailbox kiosks the week of May 20th.

- **Bike Racks**

- ER Landscape has submitted a proposal in the amount of \$7,950.00 for pouring five concrete pads for the new bike racks. The proposal is attached. Other contractors were asked to submit pricing for this project but declined to do so.  
Action Requested: Approve or Deny concrete proposal.
- Email communication has been sent to Keystone to place the order for the bike rack.

- **Pool Monitors**

- TDC sent the Board their recommended pool monitor schedule that would allow the pool to be monitored during peak hours and stay within the District’s budget. The pool would run unmonitored during off-peak hours as it has in previous years. Proposed schedule:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday		Total
2:30 - 9:30pm	2:30 - 9:30pm	2:30 - 9:30pm	2:30 - 9:30pm	11:00am - 10:00pm	11:00am - 10:00pm	11:00am - 10:00pm		
7	7	7	7	11	11	11		61

- **TDC landscape walk with Level Engineering**

- TDC and Level engineering met on 4/3/2024 to inspect multiple sections of the community drainage issues.

## Covenant Control

- **Covenant Report**
  - There are currently 291 open violations.
- **Architectural Review Applications**
  - 20056 W 94th Ave – PAINT (APPROVED W/ CONDITIONS)
  - 9540 Kendrick Way – PAINT (APPROVED W/ CONDITIONS)
  - 9515 Kilmer Way – PAINT (APPROVED W/ CONDITIONS)
  - 9402 Joyce Way - PAINT (APPROVED W/ CONDITIONS)
  - 18703 W 94th Lane – LANDSCAPING (APPROVED W/ CONDITIONS)
  - 19367 W 95th Ave – OTHER (APPROVED W/ CONDITIONS)
  - 18301 W 95th Pl – OTHER (APPROVED W/ CONDITIONS)
  - 17224 W 94th Ave – SOLAR (APPROVED)
  - 9407 Bross Street – LANDSCAPING (APPROVED W/ CONDITIONS)
  - 9400 Crestone St – LANDSCAPING (APPROVED W/ CONDITIONS)
  - 9397 Bross St – LANDSCAPING (APPROVED W/ CONDITIONS)
  - 9557 Juniper Way – PAINT (APPROVED W/ CONDITIONS)
  - 9432 Joyce Way - PLAYSET/ PLAY STRUCTURE (APPROVED W/ CONDITIONS)
  - 9465 Yankee Way – MULTIPLE (APPROVED W/ CONDITIONS)
  - 15398 W 95th Ave – LANDSCAPING (APPROVED W/ CONDITIONS & DENIALS)
  - 19902 W 93rd Place – PAINT (APPROVED W/ CONDITIONS)
  - 9345 Noble Way – LANDSCAPING (APPROVED W/ CONDITIONS & DENIALS)
  - 17707 W 95th Ave – LANDSCAPING (APPROVED W/ CONDITIONS)
  - 9513 Moss Way - LANDSCAPING (APPROVED W/ CONDITIONS)
  - 17853 W 93rd Place – LANDSCAPING (APPROVED W/ CONDITIONS)
  - 17780 W 94th Drive - LANDSCAPING (APPROVED W/ CONDITIONS)
  - 17883 W 93rd Pl – LANDSCAPING (APPROVED W/ CONDITIONS)
  - 18000 W 94th Dr – LANDSCAPING (APPROVED W/ CONDITIONS)
  - 18205 W 94th Ave – LANDSCAPING (APPROVED W/ CONDITIONS)
  - 9341 Dunraven Street - LANDSCAPING (APPROVED W/ CONDITIONS)
  - 19013 W 95th Ln – OTHER (APPROVED)
  - 17773 W 93rd Pl - DECK/PATIO (APPROVED W/ CONDITIONS)
  - 18572 W 95th Place – LANDSCAPING (APPROVED W/ CONDITIONS)
  - 9446 Juniper Way – PAINT (APPROVED W/ CONDITIONS)
  - 20051 W 93rd Place – PAINT (DENIED)
  - 20078 W 95th Ave - MULTIPLE (APPROVED W/ CONDITIONS)

**Other items or follow up requested by the Board:**

**Prepared For**

Zach Washart

**ER Landscaping**

13699 Franklin St  
Brighton, Colorado 80602  
Phone: (720) 299-9876  
Email: Erlandscaping303@gmail.com  
Web: license number-003QKQ

Estimate # 284

Date 04/17/2024

**Description**

---

Concrete bike ( does not include the bike rack)

measurements - it will be 5 pads that measure 10'x6' and also include 2 caissons for each bike

materials - concrete road base, 4,000 psi concrete mix (5-inch slump), wood forms, and 3/8 inch steel rebar

location- 5 different locations listed in the map

We will install a concrete pad for 5 bike pads and to do this correctly we will do the following.

- excavate 10 inches to install a road base that will be compacted evenly through the grade
  - leave a 6 inch space from top grade
  - use 3/8 inch steel rebar and place in a 20 inch grid spacing
  - pour concrete
  - this will be a brush finish
  - remove forms
-

<b>Subtotal</b>	\$7,950.00
-----------------	------------

---

<b>Total</b>	<b>\$7,950.00</b>
--------------	-------------------



By signing this document, the customer agrees to the services and conditions outlined in this document.

---

Daniel Sanchez

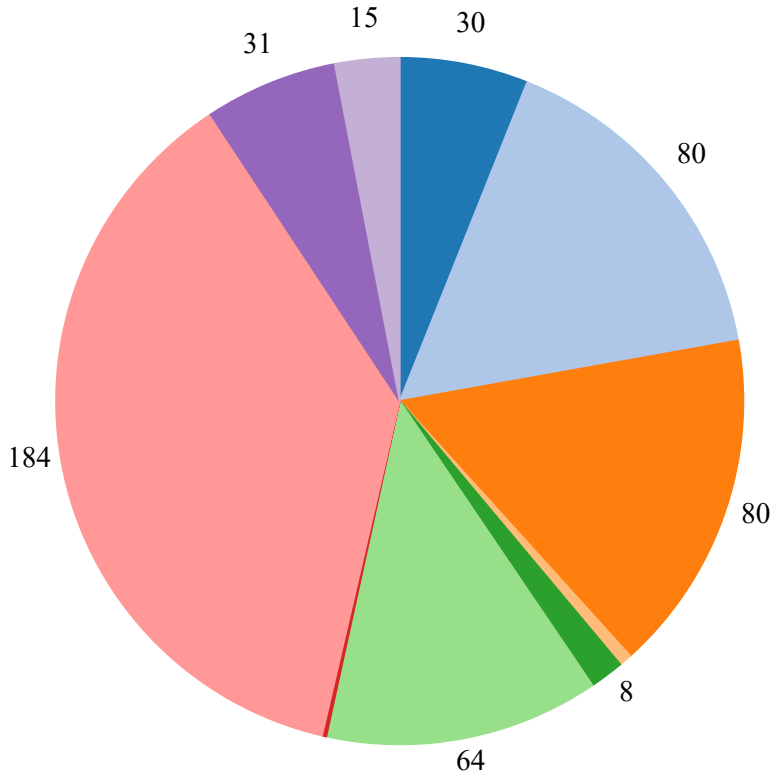
---

Zach Washart

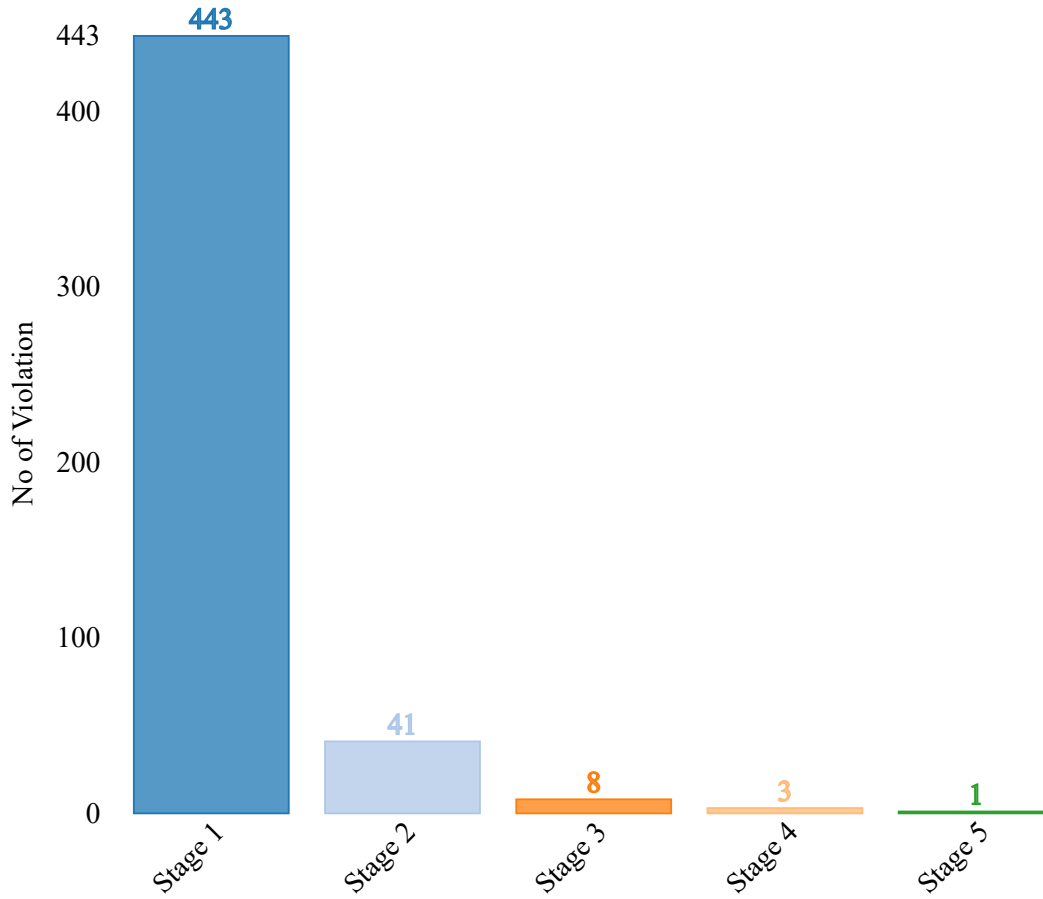
---

**Violation = 496**  
**(by Category)**

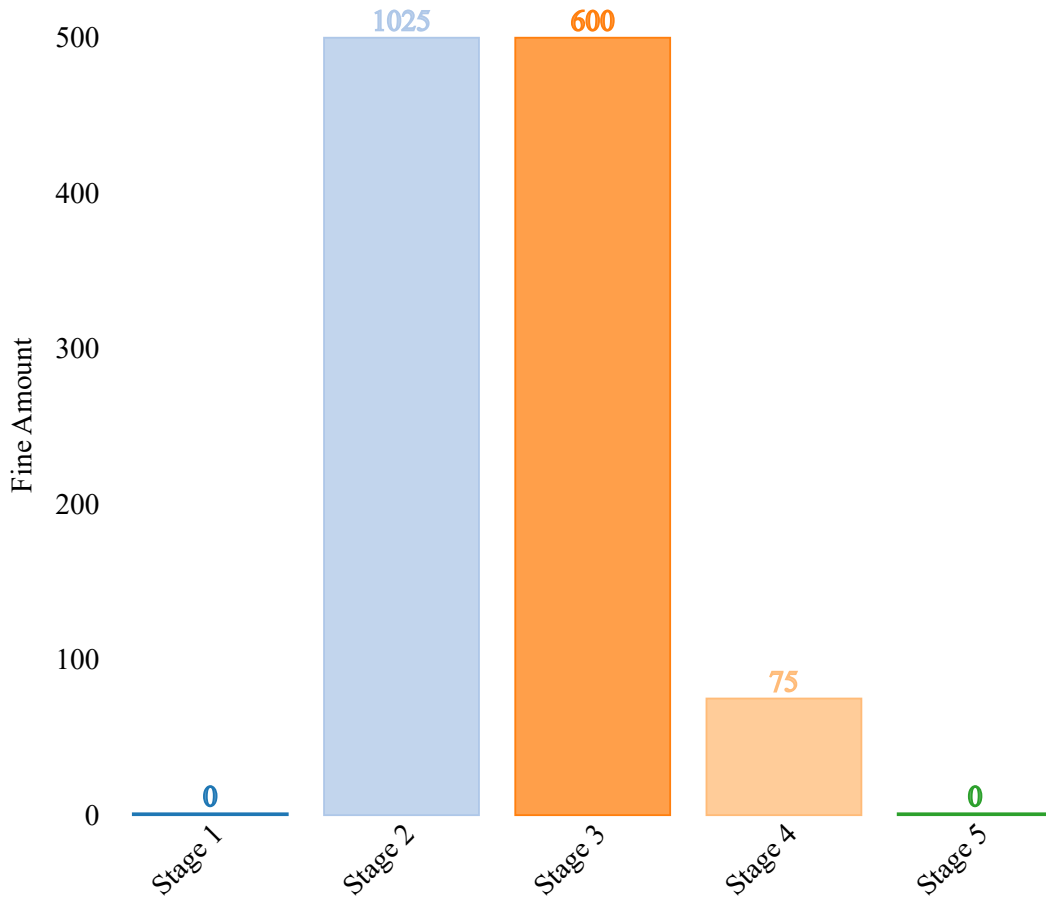
- Architectural
- Fencing
- Unsightly
- Decorations
- Sports Equipmen...
- Rubbish and Deb...
- Signs
- Landscaping
- Lighting
- Parking Policy



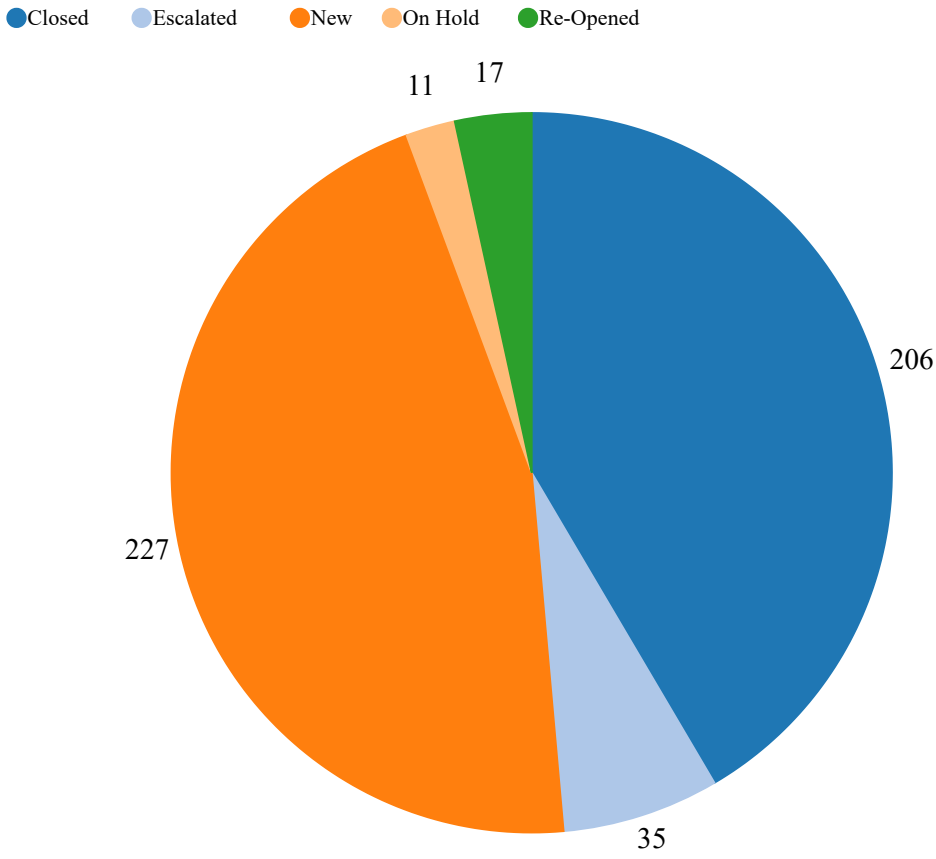
**Violation = 496  
(by Stage)**



**Violation Fee/Fines = \$1700.00  
(by Fine and Stage)**



**Violation = 496  
(by State)**

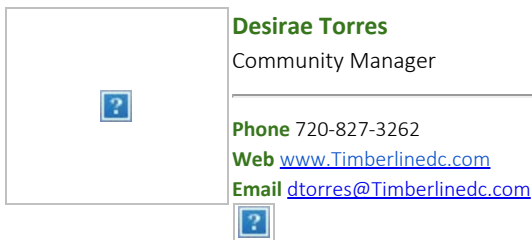


From: **Desirae Torres** <[dtorres@timberlinedc.com](mailto:dtorres@timberlinedc.com)>  
Date: Tue, Apr 23, 2024 at 7:08 AM  
Subject: Fwd: 9424 Noble Way - Variance Request 4/4/2024  
To: Brittany Barnett <[barnett@timberlinedc.com](mailto:barnett@timberlinedc.com)>

Hello Brittany,

They are requesting an extension for the ARA submittal to repaint or remove the paint from their home. What are your thoughts?

Thank you,



----- Forwarded message -----

From: **Paul G. Cama** <[paulcama@gmail.com](mailto:paulcama@gmail.com)>  
Date: Mon, Apr 22, 2024 at 6:45 AM  
Subject: Re: 9424 Noble Way - Variance Request 4/4/2024  
To: Desirae Torres <[dtorres@timberlinedc.com](mailto:dtorres@timberlinedc.com)>

Good morning, I'm requesting an extension on this variance request. Due to budget restraints and family health issues, we are still in the process of finding a painter that will repaint the stone at an affordable price for us. Please allow us some additional time to follow through. Thank you.

Paul Cama

**VAUXMONT METROPOLITAN DISTRICT  
VARIANCE REQUEST**

c/o Timberline District Consulting  
9371 McIntyre St  
Arvada, CO 80007  
E-Mail: dtorres@timberlinedc.com

Owner Name(s): Beau Liss Phone (303) 898-2727  
(Please print)  
E-Mail bliss6767@gmail.com

Property Address 9530 Kendrick Way., Arvada, CO 80007

Mailing Address \_\_\_\_\_  
Street or P.O. Box Number  
\_\_\_\_\_  
City State Zip

Article 2, Section 2.15 of the Protective Covenants and Easements of Candelas (the "Declaration") allows the Metro District to grant an owner a reasonable variance and/or adjustment from restrictions imposed by the Declaration and Candelas Residential Design Guidelines (the "Guidelines")(the Declaration and the Guidelines collectively referred to as the "Covenants") in circumstances where the enforcement or application of the restrictions and conditions set forth in the Covenants would create practical difficulties and/or unnecessary hardships.

I/we am/are requesting the following variance (please describe in detail the practical difficulties imposed by the specific conditions and restrictions at issue and/or the undue hardships that would prevent compliance with the Covenants):

I am requesting an approval for my house painting. This was recently denied and the colors exist  
currently in the coimmunity. One of the homes whit like colors is 9566 Juniper Way. Another is 16166  
W 94th Dr. 94th drive I personally know that the current board approved. The fact that we are all  
wasting our time on this is uncalled for. I suggust you all get on the same page with this and stop  
wasting peoples time. Yours included.

**Attachments:**

- |   |   |
|---|---|
| <input type="checkbox"/> Construction plans | <input type="checkbox"/> Architectural drawings                   |
| <input type="checkbox"/> Elevation drawings | <input type="checkbox"/> Samples or color descriptions (brochure) |
| <input type="checkbox"/> Photographs        | <input type="checkbox"/> Sample of materials                      |
| <input type="checkbox"/> Permit(s)          | <input checked="" type="checkbox"/> Other                         |

## TERMS AND CONDITIONS

I/we understand that unless or until I/we receive the written approval from the Metro District compliance with all terms and conditions of the Covenants is required.

I/we understand that any variance granted by the Metro District is only a variance from the requirements of the Covenants and does not constitute a variance or exception to any city, county, or any other governmental or quasi-governmental entities' zoning laws, statutes, requirements, ordinances, and/or regulations.

I/we understand that the Metro District may not grant a variance where such variance would be materially detrimental or injurious to other property or improvements in the neighborhood, or if the variance would otherwise frustrate the general intent or purpose of the Covenants. I/we agree to indemnify and hold the Metro District harmless from any damages we or any third parties purportedly incur arising from the requested variance. I/we assume full responsibility for any damages to our, the Metro District's, and/or third parties' property arising or related to this variance.

I/we understand and agree that a lack of response by the Metro District to this request shall not be deemed as an approval on the part of the Metro District. Rather, I/we understand that if the Metro District does not provide written approval of our request within thirty (30) days of the date below, the variance request is deemed rejected.

To the extent the variance request relates to practical difficulties arising from the physical condition and/or layout of my/our Lot and/or improvements constructed on the Lot, upon request of the Metro District, I/we hereby authorize a delegate of the Metro District to enter onto my/our property for an inspection at a mutually agreed upon time.

I/we agree that should I/we exceed the scope/terms of the variance, the Metro District will withdraw the approval. It is expressly understood that granting the variance requested herein shall not operate as a variance or waiver as to any other restrictions and conditions set forth in the Covenants.

I/we agree and understand that nothing herein shall constitute the Metro District's waiver of any claims for governmental immunity. The Metro District expressly reserves all rights, claims, and defenses for governmental immunity.

---

Homeowner's Signature Date

---

Homeowner's Signature Date



**For Office Use Only**

Date received by Timberline District Consulting \_\_\_\_\_

Date sent to Board \_\_\_\_\_

Date decision received \_\_\_\_\_

Date owner notified of decision \_\_\_\_\_



Beau Liss

9530 Kendrick Way

Arvada, CO 80007

Architectural Review: Paint

After thorough review, the CDRC has denied your application for the following reasons:

- The requested color scheme does not blend with the immediate surroundings/ color scheme for the block (Kendrick Way).

**NOTES:** The homeowner may revise and resubmit their application for approval at no additional cost.

*Desirae Torres*

Community Manager

**ARCHITECTURAL REVIEW APPLICATION**



Applications can be emailed to: [dtorres@timberinedc.com](mailto:dtorres@timberinedc.com)  
or dropped off at the front office at:  
Parkview Swim & Fitness Club  
19865 W 94th Ave  
Arvada, CO 80007

There is a fee of \$150.00 for your first submission and a fee of \$75.00 for each submission after that.

(Solar applications are exempt from submission fees)

Please make checks payable to Vauxmont Metropolitan District. Payments can be dropped off at the Parkview Swim & Fitness Center during service center hours or mailed to 9371 McIntyre St, Arvada, CO 80007 (Monday – Friday between 10:00am and 5:00pm).

**\*\* The application will not be processed until payment and required documentation has been received. \*\***

Homeowner: Beau Liss Email: bliss6767@gmail.com

Address: 9530 Kendrick Way Phone: (303) 898-2727

Builder/Contractor Name/Title: Monarch Constitution & Roofing Phone: 303-898-2727

**Approval Requested for the Following:**

- Landscaping
- Deck/Patio
- Driveway/Sidewalk
- Other
- Fence/Gates
- Paint
- Play Set/Play Structure
- Privacy Screen
- Satellite Dish
- Shade Structure
- Storage Shed

- Be sure to include a plot and access plan with the submittal and provide description of proposed improvements below.
- Landscaping must be completed within 180 days of closing.
- Please include the total square footage of the yard and the percentage of the square footage where turf will be planted and the type, size, and color of rock that will be used per the Candelas Guidelines.

**RESIDENTS ARE RESPONSIBLE FOR ANY DAMAGE CAUSED BY ALL HIRED LANDSCAPERS AND CREW**

"As the owner of the property located at Beau Liss, I hereby acknowledge that all improvements (both landscape and hardscape) shown within the utility easements are placed at my sole risk and liability. I accept that at any time in the future, those with rights to the utility easements may enter the affected property and require that all improvements be removed and/or located at my sole expense. In the event hardscape improvements have been approved within easements by the CDRD, the City of Arvada, in conjunction with the permitting process, may require letters from the applicable utility providers indicating that they have no objection to the placement of the improvements, prior to the issuance of building permits. I hereby acknowledge that all improvements shown shall be installed and maintained as depicted hereon. Modifications to these improvements in the future will not be made until CDRC approval is sought and either waived or granted."

BL (Homeowner's Initials) District property will not be used for property improvements. Homeowners will be billed for damages caused by them or their contractors.

BL (Homeowner's Initials) Homeowners assume responsibility for all contractors that are hired to perform work within their lot lines. This includes damages made by Contractors to the District Native Tracts and Common Areas when providing services to your lot. The District will repair any damages and the Homeowner will be responsible for reimbursement to the District.

Owner Signature: [Signature]

Date: 3-8-2024

**Candelas Use Only**

ACTION:  Approved as submitted  Approved with conditions  Denied as follows

Conditions for approval include the following: \_\_\_\_\_

Reasons for denial include the following: The requested color scheme does not blend with the immediate surroundings/ color scheme for the block (Kendrick Way).

**REQUIRED COMPLETION**

Reviewed By: Desirae Torres

Date Uploaded to GeoLens: \_\_\_\_\_

Title: Community Manager Date: 4/1/2024

Account No.: \_\_\_\_\_

Notes:

**ARCHITECTURAL REVIEW APPLICATION**

**NEIGHBOR ACKNOWLEDGEMENT**

Certain improvements, such as exterior buildings, paint, and lighting may impact neighboring properties. Please discuss your project with your neighbors and collect signatures of all neighbors (side, back and diagonal back). The neighbor signatures will aid in the approval process, however, do not constitute approval. If a neighbor is unwilling or unavailable to sign, please place their address on the appropriate line and in the signature column, write, "Will Not Acknowledge" Or "Home Not Occupied".

By signing below, as neighbors to the applicant, I acknowledge the potential for the aforementioned improvement to be constructed. By placing my signature below, I acknowledge the improvement and understand that this does not constitute approval of the improvement. In addition, I know that if I take exception to the application, I should immediately express my concerns to my neighbor and send a written letter of concern to the Vauxmont Metropolitan District at [dtorres@timberlinedc.com](mailto:dtorres@timberlinedc.com)

Zibo Wang                      9532 Kendrick Way                      03/10/24  
Neighbor Signature(s)                      Address and Phone                      Date

Cami Chadwick                      9522 Kendrick Way                      3/17/24  
Neighbor Signature(s)                      Address and Phone                      Date

\_\_\_\_\_  
Neighbor Signature(s)                      Address and Phone                      Date

\_\_\_\_\_  
Neighbor Signature(s)                      Address and Phone                      Date

SW 7571

Casa Blanca

264-C4

SW 7571

Casa Blanca

FULL DETAILS

A yellow undertone gives this bright white a romantic, faraway places vibe. Pair with a dark brown, like Black Bear, to emphasize its warm shade.

Get this color in a:



Body

SW 6993

Black of Night

251-C5

SW 6993

Black of Night

FULL DETAILS

The hour is late and this rich black with the slightest of cool green undertones is perfect for an accent wall that radiates sophistication.

Get this color in a:



Trim







































Home on Juniper Way



**RESOLUTION OF  
THE BOARD OF DIRECTORS OF  
THE VAUXMONT METROPOLITAN DISTRICT REGARDING  
FORMATION OF A SOCIAL COMMITTEE**

At a special meeting of the Board of Directors of the Vauxmont Metropolitan District, Jefferson County, Colorado, held at 5:00 P.M., on Tuesday, May 21, 2024, at the Candelas Parkview Swim and Fitness Club, 19865 W. 94<sup>th</sup> Ave., Arvada, Colorado 80007, at which a quorum was present, the following resolution was adopted:

**WHEREAS**, the Vauxmont Metropolitan District (the “District”) was organized as a special district pursuant to an Order of the District Court in and for the County of Jefferson, Colorado, dated June 11, 2004 and is located within Jefferson County; and

**WHEREAS**, the Board of Directors of the District (the “Board”) has a duty to perform certain obligations in order to assure the efficient operation of the District; and

**WHEREAS**, pursuant to § 32-1-1001(1)(h), C.R.S., the Board has the power to manage, control, and supervise all of the business and affairs of the District; and

**WHEREAS**, pursuant to § 32-1-1001(1)(m), C.R.S., the Board has the power to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the Board and of the District; and

**WHEREAS**, the Board desires to provide community engagement and sponsor public events that will benefit the Candelas community through social activities; and

**WHEREAS**, to best serve the public’s needs and the needs of residents within the District’s boundaries, the District recognizes the importance of seeking public engagement, with opportunity for citizen feedback regarding District-sponsored social events within the community, and therefore wishes to form a committee to address such issues (as more fully described herein the “Social Committee”); and

**WHEREAS**, the Social Committee shall serve as a beneficial means by which the Board may engage community participation in the organization of social events, and seek and receive resident feedback, by direct consultation with the District Board and District consultants; and

**WHEREAS**, the District has entered into a contract for community management services with Timberline District Consulting, LLC (“District Community Manager”), to assist in the provision of the District’s services to the Candelas community, including the coordination of the Social Committee meetings and members on behalf of the Board, as described herein; and

**WHEREAS**, to make the most efficient and effective use of the Social Committee, the Board desires to implement rules, policies, and procedures for the Social Committee.



**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE VAUXMONT METROPOLITAN DISTRICT AS FOLLOWS:**

1. Purpose. The Social Committee is hereby established by this resolution of the Board as a “standing committee” of the District. The purpose of the Social Committee is as follows:
  - a. To plan for, organize, coordinate, oversee and manage District-sponsored and approved community events to take place throughout the year that will benefit the Candelas community through social activities while fostering a sense of community spirit and camaraderie. Examples of community social events include Food Truck Fridays, Easter Egg Hunt, Movies in the Park, Pilates in the Park, Community Garage Sale, Concert in the Park, Candelas Fest, National Neighborhood Night Out, 4<sup>th</sup> of July Parade & Pancake Breakfast; Trunk or Treat, Candelas Chili Cookoff, Community 5K, and Breakfast with Santa, or other similar events.
  - b. To advise and make recommendations to the Board with community input and feedback, regarding proposed community and social events, and their associated costs, for sponsorship by the District.
  - c. To assist the District in the planning, coordination, and hosting of approved District-sponsored community social events in a safe manner.
  
2. Committee Members.
  - a. The Social Committee shall be comprised of five members to be appointed by the Board. Appointees of the Social Committee shall be residents who reside within the Candelas community. (Social committee members may enlist volunteers from the community to assist with the planning, coordination and hosting of social events as provided herein.)
  - b. The District shall solicit applications from interested residents to serve on the Social Committee throughout the year. A notice of applications shall be posted on the District’s website for a minimum of two weeks prior to any appointment being made. Such applications may be reviewed by the District’s Board.
  - c. The term of members of the Social Committee shall be approximately one year and run from the annual regular meeting of the District's Board of Directors to the next such annual regular meeting (or such special meeting held in substitute thereof). Any Social Committee member that is appointed between annual regular meetings of the District's Board of Directors shall serve until the next such annual regular meeting (or such special meeting held in substitute thereof).
  - d. Any Social Committee member may resign by giving written notice to the Chair of the Committee, to the Board, or to the District Community

Manager. Such resignation shall take effect at the time specified therein. The acceptance of the resignation is not necessary to make it effective. Any vacancy occurring on the Social Committee by resignation or removal shall be filled by appointment by the Board.

- e. All members of the Social Committee serve at the discretion of the Board and may be removed by action of the Board at any time.
- f. The Social Committee shall nominate a chairperson from its membership on an annual basis at its first meeting following the annual regular meeting of the District's Board (or such special meeting held in substitute thereof).
- g. Each member of the Social Committee shall be entitled to one vote on all Social Committee matters.

3. Committee Meetings.

- a. Regular or special meetings of the Social Committee shall be held in a public place designated by the Committee from time to time. Unless notified in advance of a change, members will meet at the Candelas Parkview Swim and Fitness Club.
- b. Regular meetings of the Social Committee shall take place on a monthly basis in accordance with a schedule determined by the Social Committee. Special meetings may be called as deemed necessary by the Committee.
- c. Notice of the regular meeting schedule of the Social Committee shall be posted on the District's website, and an agenda for each meeting shall be posted on the District's website at least 24 hours prior to the meeting. Notice of any special meeting, including an agenda for the meeting shall be posted on the District's website at least 24 hours in advance of the time fixed for the meeting.
- d. All regular and special meetings of the Social Committee are open to the public for observation. The Social Committee has discretion to permit public comment and limit the amount of time for public comment.
- e. All Social Committee members shall adhere to the Rules of Conduct regarding Committee Meetings and Committee Members adopted by resolution of the Board.

4. Delegation of Authority. In order to fulfill the purposes provided herein, the Social Committee shall be authorized to perform the following activities on behalf of the Board:

- a. Facilitate community outreach to receive comments from residents within the District related to proposed District-sponsored community and social events.

- b. Based on personal observations and comments received, compile a list of community feedback and comments received.
- c. Transmit the list, together with any recommendations on items needing to be addressed, to the Board and the District's Community Manager, on an as needed basis.
- d. Compile a list of proposed District-sponsored community and social events to be undertaken for the upcoming year, incorporating applicable community input and feedback, for submittal to the Board in coordination with its annual budget process, for consideration and approval.
- e. Compile cost information applicable to proposed community and social events to assist the Board in the budgeting of funds for District-sponsored social event expenditures.
- f. Work with the District Treasurer to become informed of District budget limitations for the planning of community social events.
- g. Plan, coordinate and host Board-approved District-sponsored community and social events. The Social committee may enlist the assistance of volunteers to help with the planning, coordination and hosting of such events.
- h. Provide onsite supervision and management of Board-approved community and social events, including, but not limited to, event staffing, ensuring patron safety and securing District facilities.
- i. Provide a written report to the Board at the end of each quarter on the completed community social events for the prior quarter, including a description of costs incurred per event, details related to attendance, any positive or negative feedback regarding the event, and any recommendations for future events. For purposes of defining reporting quarters, they shall be designated as follows in order to coincide with the District's annual regular meetings:

Q1: Nov-Dec-Jan  
 Q2: Feb-Mar-Apr  
 Q3: May-June-July  
 Q4: Aug-Sept-Oct

5. Limitations of Authority.

- a. The Social Committee has no authority to make decisions on behalf of the District without express consent and delegation of the Board.
- b. The Social Committee does not have the authority to give directions and/or instructions to contractors, management, consultants or employees of the

District, unless otherwise approved or delegated by the Board.

- c. The Social Committee may not seek bids for services or any other matters without the express consent or delegation of the Board.
- d. The Social Committee may not communicate or represent the District’s business, interests or positions except as specifically provided for in this Resolution, or as otherwise requested by the Board. The Social Committee may not enter into any contract or agreement that binds the District. Any contracts or agreements required for the hosting of a community social event must be entered into and approved by the District’s legal counsel as to form, and by the District Board of Directors.

Whereupon, a motion was made and seconded, and upon a majority vote this Resolution was approved by the Board.

ADOPTED AND APPROVED THIS 21ST DAY OF MAY, 2024.

VAUXMONT METROPOLITAN DISTRICT

\_\_\_\_\_  
 President

ATTEST:

\_\_\_\_\_  
 Secretary

**VAUXMONT METROPOLITAN DISTRICT**

**AGREEMENT FOR SERVICES**

This Agreement for Services (“**Agreement**”) is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2024 between VAUXMONT METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District**”), and BLUE SODA ENTERTAINMENT LLC, a Colorado limited liability company, dba Soda Blue, 669 High Point Circle, Black Hawk, Colorado 80422 (“**Contractor**”).

The services to be provided by the Contractor to the District generally consists of:

**Provide musical services in the form of a musical performance show of two (2) hours, with one 15 minute break, within the Candelas Community, as more particularly described on Exhibit A (the “Services”).**

1. The Services shall be completed in the time stated in the Scope of Services or in a timely manner and in accordance with industry standards.

2. The total compensation due for the Services provided by the Contractor shall not exceed the total amount of \$800.00 plus a \$60.00 fee for event liability insurance to be provided by [InsuranceCanopy.com](https://www.insurancecanopy.com) for a total of \$860.00, payable as shown on the follows: A non-refundable deposit of \$215.00 (25%) of the total agreed event fee will be paid by the District at time of booking. The remaining payment of \$645.00 (75%) is to be paid by the District on the day of the event. Contractor shall submit to the District a detailed invoice of the Services performed. Any additional services shall only be performed upon written authorization of authorized District personnel or the District board of directors.

3. The Contractor is an independent contractor and nothing herein contained shall constitute or designate the Contractor as an employee or agent of the District. The District is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, THE CONTRACTOR ACKNOWLEDGES THERE IS NO ENTITLEMENT TO WORKER’S COMPENSATION BENEFITS THROUGH THE DISTRICT AND THAT THE CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED UNDER THIS AGREEMENT.**

4. The Contractor shall indemnify, defend and hold harmless the District, its members, directors, officials and employees from and against any and all claims, demands, suits, actions, judgments, losses, damages, injuries, penalties, costs, expenses (including reasonable attorney’s fees) and liabilities to the extent they are alleged to arise from the intentional misconduct or negligent acts or omissions of the Contractor or the Contractor’s sub-contractors and/or employees resulting in damage to persons, including bodily injury, disease or death, or to tangible property. The obligations of this indemnification shall survive termination of this Agreement. The Contractor shall carry insurance of the type and in the amounts as described in **Exhibit B**. Proof of such insurance coverage shall be presented to the District prior to the performance of the Services. Nothing herein shall be deemed a waiver of immunity under §§ 24-10-101, *et seq.*, C.R.S.

5. The District may terminate this Agreement without cause, in whole or in part, by delivering written notice of termination to the Contractor specifying the extent and timing of such

termination. The District shall pay the Contractor for Services performed and materials actually provided to the District prior to such notice.

6. The Contractor shall be informed of and comply with all applicable federal, state and local laws, ordinances and the regulations and the rules and regulations of the District.

7. In the event of any legal action between the District and the Contractor, each party shall pay its own fees, costs and expenses, including attorney’s fees. The parties agree that 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 Jefferson, Colorado.

8. This Agreement shall govern over any inconsistent provisions contained in **Exhibit A** and shall supersede any other agreements by the parties, oral or written.

9. The Contractor acknowledges that the District is a government entity and cannot indemnify the Contractor under any contract provision.

10. The Contractor acknowledges that the District is subject to the Open Records Act, §§ 24-72-201, *et seq.*, C.R.S. and any maps, drawings or other products delivered to the District must be held available for copying by the public.

11. Any notice or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any of the parties hereto by one of the other parties shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, when deposited in the United States’ mail, first-class, postage prepaid, addressed to:

CONTRACTOR:

Blue Soda Entertainment LLC  
 Attn: Alice D. Frisch  
 669 High Point Circle  
 Black Hawk, CO 80422  
 Phone:  
 E-mail:

DISTRICT:

Vauxmont Metropolitan District  
 c/o Timberline District Consulting, P.C..  
 P.O. Box 351929  
 3051 W. 105<sup>th</sup> Ave.  
 Westminster, CO 80031  
 Phone: 303-359-9330  
 E-mail: [Barnett@timberlinedc.com](mailto:Barnett@timberlinedc.com)  
 Attn: Brittany Barnett

12. Additional Provisions:

a. Contractor shall provide written confirmation of the agreed upon date and time of the musical performance.

b. Contractor shall coordinate with the District for coordination of scheduled District irrigation and related activities in connection with the musical performance show.

c. Contractor acknowledges that the performance venue is a public facility operated by the District, owned by the City of Arvada, and that Contractor shall conform to applicable rules and regulations of the public facilities pursuant to Arvada City Code and District rules and regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**CONTRACTOR:**

Blue Soda Entertainment LLC dba Soda Blue

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

Its:

DRAFT

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

\_\_\_\_\_  
Peter Schulte, President

ATTEST:

\_\_\_\_\_  
Secretary or Asst. Secretary

DRAFT



**EXHIBIT A  
TO  
VAUXMONT METROPOLITAN DISTRICT  
SERVICES AGREEMENT  
WITH  
BLUE SODA ENTERTAINMENT LLC**

**DATED: \_\_\_\_\_, 2024**

**DRAFT**

**EXHIBIT A  
TO  
SERVICES AGREEMENT**

**~~CONTRACT FOR MUSICAL SERVICES~~**

1. This Musical Performance Contract is made effective as of Date TBD by and between Candelas Community, of 9371 McIntyre St., Arvada, Colorado 80007, and Blue Soda Entertainment LLC dba Soda Blue of 669 High Point Circle, Black Hawk, Colorado 804221.

**2. Confirming the booking**

Confirmation will mean any electronic, verbal, or written acceptance of this booking by the client. All bookings take effect immediately upon confirmation.

**3. Description of Show.**

Show will consist of a musical performance of two (2) hours, with one 15 minute break.

**4. Payment**

Candelas Community will pay compensation to Soda Blue for the musical services in the amount of \$800.00 plus a \$60.00 fee for event liability insurance to be provided by InsuranceCanopy.com for a total of \$860.00.

A non-refundable deposit of \$215.00 (25%) of the total agreed event fee will be paid by the client at time of booking. The remaining payment of \$645.00 (75%) is to be paid by the client on the day of the event.

**5. Cancellation Policy**

All deposit fees are non-refundable. A minimum of 2 weeks notice will be required for cancellation of this Contract by the client. Any cancellation made with less than 2 calendar weeks notice prior to the agreed upon service date will result in full payment to Soda Blue by Candelas Community. If the cancellation is initiated by Soda Blue, all monies paid to Soda Blue from Candelas Community, including deposit, shall be fully refunded. Refund shall be paid out at month's end.

**6. Standard artist requirements:**

**Power:** It is the responsibility of the client to ensure that a safe source of power is provided for Soda Blue, and that all local authority regulations are adhered to. For further information regarding power requirements please contact Soda Blue.

**Venue constraints:** It is the responsibility of the client to ensure that the performance venue will provide a safe performance area, and to ensure that the venue will accommodate the performance of such live music, including any live music licenses. Other considerations, such as noise limitations, should be mutually agreed upon between Soda Blue and the client prior to booking. Any relevant information should be disclosed to Soda Blue prior to booking confirmation.

**Performance Area:** It is the responsibility of the client to ensure that a suitable performance area is provided. From the point of view of the performance, this should **ideally** be a raised stage to distinguish the staging area from the dancing/seating area. However Soda Blue can perform without raised staging if necessary.

**Outdoor Shows:** Client agrees to provide adequate shelter to protect the band and equipment from any inclement weather.

If the client is unable to provide shelter, a 10'x20' tent with walls can be rented for use from Soda Blue for the duration of the performance. The fee for tent rental is \$200.00.

{00724221}

Choice of shelter will be determined a minimum of 3 days before the day of the show.

Parking: It is the responsibility of the client to ensure that adequate parking will be available for band members for the duration of the event, otherwise the client will be liable for any parking charges.

~~Security: It is the responsibility of the client to provide adequate supervision and/or security at all times. In the event of unruly or threatening behavior from any person at the event, Soda Blue retains the right to halt the performance and the client will still be liable for the fee in full.~~

**7. Equipment**

The equipment and instruments provided by Soda Blue are not available for use by other performers or persons except by specific permission of Soda Blue.

**8. Force Majeure**

In cases of 'force majeure' (which shall be known as war, fire, death, illness or other capacity certified by a properly qualified medical practitioner, epidemic, accident, civil commotion, national calamity, order of Government or Local Authority having jurisdiction in the matter, changes in law, foreign government policy, act of God), which are not attributable to any act or failure to take preventive action by Soda Blue or client, then Soda Blue or client may cancel this booking without penalty other than loss of deposit.

**9. Dispute Resolution**

~~The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.~~

~~Any controversies or disputes arising out of or relating to this Contract will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.~~

~~The below signed Band Representative warrants s/he has authority to sign this agreement for Soda Blue in its entirety.~~

~~The below signed Operator's Representative warrants s/he has authority to sign this agreement for Candelas Community in its entirety.~~

Signature of Band Representative: \_\_\_\_\_ Date \_\_\_\_\_

Band's Representative printed name: Alice D. Frisch

Band's typed name: Blue Soda Entertainment LLC dba Soda Blue

Tax I.D. — 82-4694753

Operator's Representative Signature: \_\_\_\_\_ Date \_\_\_\_\_

Operator's Representative printed name: \_\_\_\_\_

**EXHIBIT B  
TO  
VAUXMONT METROPOLITAN DISTRICT  
SERVICES AGREEMENT  
WITH  
BLUE SODA ENTERTAINMENT LLC**

**DATED: \_\_\_\_\_, 2024**

**INSURANCE REQUIREMENTS**

1. Workers' compensation insurance in accordance with applicable law.
2. Comprehensive commercial general liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each occurrence; \$1,000,000.00 general aggregate.

DRAFT



Candelas Alley Homes PHC

Tree Quantity: 0

Proposal Value: \$4,140

May 1, 2024

Proposal #: 767140

**Tree Care Service Address/Location**

Candelas Alley Homes  
 9371 McIntyre  
 Arvada, Colorado 80007  
 Christina Sandoval  
 Sandoval@timberlinedc.com  
 tel:702-248-2262

**Tree Care Service Billing Address**

Candelas Alley Homes  
 9371 McIntyre  
 Arvada, Colorado 80007  
 Christina Sandoval  
 Sandoval@timberlinedc.com  
 tel:702-248-2262

**Monarch Tree Services - Colorado**

A Division of Environmental Designs LLC  
 12511 E 112th Ave  
 Brighton, Colorado 80640  
 James Johnson  
 RM-8332A  
 jamesjohnson@environmentaldesigns.net  
 tel:720-684-8253

	Species	Qty	Service	Price
■	All Shrubs	0	Deep Root Feed Shrubs and Trees	\$2,300
■	Crabapples, Locusts, and Maples	0	Treat Crabapple, Locust, and Maple to control Flathead borer	\$805
■	Locust Species	0	Treat all locust tree with fungicide to prevent canker	\$575
■	Maples	0	Treat Maples with iron	\$460
			<b>Total</b>	<b>\$4,140</b>

# Terms and Conditions for Tree Care Services

**1. Performance by Company:**

Work crews shall arrive at the job site unannounced unless otherwise noted herein. The Company shall attempt to meet all performance dates, but shall not be liable for damages due to delays from inclement weather or other causes beyond our control.

**2. Workmanship:**

All work will be performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Unless otherwise indicated herein, The Company will remove wood, brush and debris incidental to the work.

**3. Insurance:**

The Company is insured for liability resulting from injury to persons or property, and all its employees are covered by Workers Compensation Insurance.

**4. Ownership:**

The customer warrants that all trees, plant material and property upon which work is to be performed are either owned by him/her or that permission for the work has been obtained from the owner.

The Company is to be held harmless from all claims for damages resulting from the customer's failure to obtain such permission.

**5. Limitations:**

The customer must identify all non- public utilities. The Company assumes no responsibility for the location of or damage to underground utilities not clearly marked by the customer prior to commencement of site services. Stump grinding and removals as proposed will occur where public utilities allow.

**6. Terms of Payment:**

All accounts are net payable upon receipt of invoice. A service charge of 1.5% will be added to accounts not fully paid 30 days subsequent to the invoice date. If outside assistance is used to collect the account, the customer is responsible for all costs associated with the collection, including, but not limited to, attorney fees and court costs.

## Customer

May 1, 2024

Signature

Date

Christina Sandoval

May 1, 2024

Printed Name

Date

## Tree Care Service Provider

*James Johnson*

May 1, 2024

Signature

Date

James Johnson

May 1, 2024

Printed Name

Date

RM-8332A

## RECORD OF PROCEEDINGS

---

MINUTES OF A REGULAR MEETING OF  
THE CDRC OF THE  
VAUXMONT METROPOLITAN DISTRICT (THE "DISTRICT")  
HELD  
MAY 7, 2024

A Regular Meeting of the Candelas Design Review Committee of the Vauxmont Metropolitan District (referred to hereafter as the "CDRC") was convened on Tuesday, May 7, 2024, at 11:05 a.m. The CDRC meeting was held via Zoom video conference. The meeting was open to the public.

### ATTENDANCE

**Directors In Attendance Were:**

N/A

**Also, In Attendance Were:**

Cristina Madrigal and Desirae Torres; Timberline District Consulting, LLC ("Timberline")

### **ADMINISTRATIVE MATTERS**

**Quorum/Disclosure of Potential Conflicts of Interest:** Ms. Madrigal noted a quorum was present. The CDRC Chair discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State.

Ms. Madrigal noted there were no potential conflicts of interest requiring disclosure.

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

Following discussion, and upon motion duly made by CDRC member Torres, seconded by CDRC Chair Madrigal, and upon vote unanimously carried, the CDRC determined to conduct this meeting via Zoom videoconference and encouraged public participation via Zoom. The CDRC Chair noted that notice of this meeting and Zoom meeting information was duly posted and the CDRC had not received any objections to the Zoom meeting or any requests that the meeting be changed by taxing electors within the District's boundaries.

**Designation of 24-Hour Posting Location:** Following discussion, upon motion duly made by CDRC member Torres, seconded by CDRC Chair Madrigal, and upon vote unanimously carried, the CDRC determined that notices of meetings

(as required to be designated the first regular meeting of each year pursuant to Section 24-6-402(2)(c), C.R.S.), shall be posted on the District's website at least 24-hours prior to each meeting.

**Agenda:** The CDRC reviewed the Agenda for the meeting. Following a brief discussion, upon motion duly made by CDRC Member Torres, seconded by CDRC Chair Madrigal, and upon vote unanimously carried, the CDRC approved the Agenda, as presented.

**Public Comment:** None.

### **CONSENT AGENDA**

The Board considered the following items under the Consent Agenda:

- None.

### **COMMUNITY MANAGEMENT MATTERS**

#### **Discuss the following CDRC Requests:**

- 15398 West 95<sup>th</sup> Ave, Request for Landscaping - Approved with Denials
- 9345 Noble Way, Request for Landscaping – Approved with Denials
- 19902 West 93<sup>rd</sup> Place, Request for Paint – Approved with Conditions
- 9513 Moss Way, Request for Landscaping – Approved with Conditions
- 9465 Yankee Way, Request for: Multiple – Approved with Conditions
- 9482 Gore Loop, Request for Play Equipment – Approved with Conditions
- 9407 Bross, 9397 Bross, 9400 Crestone, Request for Drainage Improvement – Approved with Conditions
- 17707 West 95<sup>th</sup> Ave, Request for Landscaping – Approved with Conditions.

### **OTHER BUSINESS**

**None.**

### **ADJOURNMENT**

There being no further business to come before the CDRC, upon vote unanimously carried, the CDRC adjourned at 11:12 a.m.

Respectfully submitted,

By *Desirae Torres*  
Secretary for the Meeting



## RECORD OF PROCEEDINGS

---

MINUTES OF A REGULAR MEETING OF  
THE CDRC OF THE  
VAUXMONT METROPOLITAN DISTRICT (THE "DISTRICT")  
HELD  
MAY 14, 2024

A Regular Meeting of the Candelas Design Review Committee of the Vauxmont Metropolitan District (referred to hereafter as the "CDRC") was convened on Tuesday, May 14, 2024, at 11:00 a.m. The CDRC meeting was held via Zoom video conference. The meeting was open to the public.

### ATTENDANCE

**Directors In Attendance Were:**

N/A

**Also, In Attendance Were:**

Cristina Madrigal, Desirae Torres and Jenna Tulleberg; Timberline District Consulting, LLC ("Timberline")

### ADMINISTRATIVE MATTERS

**Quorum/Disclosure of Potential Conflicts of Interest:** Ms. Madrigal noted a quorum was present. The CDRC Chair discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State.

Ms. Madrigal noted there were no potential conflicts of interest requiring disclosure.

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

Following discussion, and upon motion duly made by CDRC member Torres, seconded by CDRC Chair Madrigal, and upon vote unanimously carried, the CDRC determined to conduct this meeting via Zoom videoconference and encouraged public participation via Zoom. The CDRC Chair noted that notice of this meeting and Zoom meeting information was duly posted and the CDRC had not received any objections to the Zoom meeting or any requests that the meeting be changed by taxing electors within the District's boundaries.

**Designation of 24-Hour Posting Location:** Following discussion, upon motion duly made by CDRC member Torres, seconded by CDRC Chair Madrigal, and upon vote unanimously carried, the CDRC determined that notices of meetings

(as required to be designated the first regular meeting of each year pursuant to Section 24-6-402(2)(c), C.R.S.), shall be posted on the District's website at least 24-hours prior to each meeting.

**Agenda:** The CDRC reviewed the Agenda for the meeting. Following a brief discussion, upon motion duly made by CDRC Member Torres, seconded by CDRC Chair Madrigal, and upon vote unanimously carried, the CDRC approved the Agenda, as presented.

**Public Comment:** None.

### **CONSENT AGENDA**

The Board considered the following items under the Consent Agenda:

- None.

### **COMMUNITY MANAGEMENT MATTERS**

#### **Discuss the following CDRC Requests:**

- 17773 West 93<sup>rd</sup> Pl, Request for Deck/Patio – Approved with Conditions
- 18572 West 95<sup>th</sup> Pl, Request for Landscaping – Approved with Conditions
- 17853 West 93<sup>rd</sup> Pl, Request for Landscaping – Approved with Conditions
- 17780 West 94<sup>th</sup> Dr, Request for Landscaping – Approved with Conditions
- 17783 West 93<sup>rd</sup> Pl, Request for Landscaping– Approved with Conditions
- 18000 West 94<sup>th</sup> Dr, Request for Landscaping – Approved with Conditions
- 18205 West 94<sup>th</sup> Ave, Request for Landscaping – Approved with Conditions
- 9341 Dunraven St, Request for Landscaping – Approved with Conditions
- 19013 West 95<sup>th</sup> Ln, Request for Other – Approved with Conditions
- 20078 West 95<sup>th</sup> Ave, Request for Multiple - Approved with Conditions
- 9446 Juniper Way, Request for Paint – Approved with Conditions
- 20051 West 93<sup>rd</sup> Pl, Request for Paint - Denied

### **OTHER BUSINESS**

**None.**

### **ADJOURNMENT**

There being no further business to come before the CDRC, upon vote unanimously carried, the CDRC adjourned at 11:08 a.m.

Respectfully submitted,

By Desirae Torres  
Secretary for the Meeting

VAUXMONT METROPOLITAN DISTRICT  
8390 E. Crescent Parkway, Suite 300  
Greenwood Village, CO 80111  
Phone: 303-779-5710

[www.candelascommunity.com](http://www.candelascommunity.com)

**NOTICE OF REGULAR MEETING AND AGENDA**

**DATE:** Tuesday, May 21, 2024  
**TIME:** 5:00 p.m.  
**LOCATION:** Candelas Parkview Swim and Fitness Club  
19865 W. 94<sup>th</sup> Avenue  
Arvada, CO 80007

You can also attend the meeting in any of the following ways:

**URL:**

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MDNmMTMwNDUtOWFkYS00MmQyLWlZTMtYmZmMzg0MzU4OTNI%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%221f1b712c-e235-4dd5-b5c5-d830e47350db%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDNmMTMwNDUtOWFkYS00MmQyLWlZTMtYmZmMzg0MzU4OTNI%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%221f1b712c-e235-4dd5-b5c5-d830e47350db%22%7d)

**Dial in:**

**1-720-547-5281** United States, Denver  
Phone Conference ID: **381 049 093#**

**Board of Directors**

Peter Schulte  
Anna Smith  
Craig Conway  
Paul Hoisington  
Travis Hart

**Office**

President  
Vice President  
Secretary  
Treasurer  
Assistant Secretary

**Term Expires**

May, 2027  
May, 2027  
May, 2025  
May, 2027  
May, 2025

**I. ADMINISTRATIVE MATTERS**

- A. Call to order and approval of agenda.
- B. Present disclosures of potential conflicts of interest.
- C. Confirm quorum, location of meeting and posting of meeting notice.