

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 SPECIAL MEETING AND AGENDA**

**DATE:** Tuesday, February 20, 2024  
**TIME:** 4:00 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\\_Y2I0NTdiZmUtNGYyNC00YTExLThlMGYtNTE3ZjdiODg3YTll%40thread.v2/0?context=%7b%22id%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_Y2I0NTdiZmUtNGYyNC00YTExLThlMGYtNTE3ZjdiODg3YTll%40thread.v2/0?context=%7b%22id%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: **495 678 684#**

**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 (4:00 p.m.)**

- 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. EXECUTIVE SESSION (4:10 p.m.)** *(If needed, an executive session may be called 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.)*

- A. Consultation with attorney on specific legal questions related to TDC contract and potential litigation, and receiving legal advice thereon, pursuant to Section 24-6-402(4)(b), C.R.S.

[NOTE: No formal action or adoption of any proposed policy, position, resolution, rule, or regulation may be taken in Executive Session.]

### **III. CONSENT AGENDA (5:10 p.m.)**

- A. Review and consider approval of minutes of the January 6, 2024 Special Meeting and January 11, 2024 Special Meeting (enclosures).

### **IV. 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.**

### **V. OPERATIONAL MATTERS AND MAINTENANCE MATTERS**

- A. Review and consider approval of Timberline District Consulting 2024 Scope of Work and Fee Schedule (enclosure).
- B. Yucca and Foxtail Stormwater Facilities Updates:
  - 1. Review and consider proposal for services from Aztec Consultants, Inc. to survey the Foxtail Stormwater Facility (enclosure).
  - 2. Review and consider Task Order B to the Engineering Contract with Level Engineering LLC to prepare a Topographic and Bathymetric Survey of Foxtail Stormwater Facility (enclosure).
- C. Review February 2024 Candelas Facilities Update (enclosure).
  - 1. Review Fitness Equipment Survey.
  - 2. Summary of Light Display Demos.
  - 3. Geothermal System Maintenance Update.
  - 4. Review proposals for tile repair and replacement at Parkview pool.
  - 5. Review quote from FastSigns for the repair of the sign at Townview Monument (enclosure).
- D. Review and consider approval of a 2024 Fence Staining Contract and discuss 2023 work performed (enclosure).

- E. Review and consider approval of tree species change at Townview from honey locust to accolade elm (4 trees total).

**VI. DIRECTORS’ MATTERS**

- A. Status of communication to delinquent Alley Lot Fee accounts.
- B. Discuss damage to tree well areas in front of Townview Facility.
- C. Discuss keycard access/keys to vendors and committees.
- D. Discuss administrative access to Facebook page.

**VII. FINANCIAL MATTERS**

- A. Review and accept the December 31, 2023 financial statements and the Schedule of Cash Position as of February 12, 2024 (enclosure).
- B. Review and ratify/approve payment of claims in the amount of \$133,148.00 through the period ending February 2024 (enclosure).

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

- A. Review Legal Status Report (enclosure).
- B. Review draft resolutions regarding committee formation and rules of conduct (enclosures).
- C. Consider District participation in Volunteer Tree Planting Day Golf Tournament.

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

- A. Community manager report (enclosure).
- B. Variance Request for 9492 Joyce Way.
- C. CDRC Charter Resolution.
- D. Discuss storage of DRC and resident files.
- E. Discuss turnaround time for DRC approval/denial.

**X. MANAGER MATTERS**

- A. Website Compliance.

**XI. COMMITTEE UPDATES**

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

1. Social/Events Committee.
  - i. Review upcoming community events.
2. Alley Lots Committee.
3. Finance/Audit Committee.
4. Sustainability Committee.
5. Landscape Committee.
6. DRC Committee.

**XII. PUBLIC COMMENT****XIII. OTHER BUSINESS****XIV. ADJOURNMENT**

**The next regular meeting is scheduled for Tuesday, March 19, 2024 at 5:00 p.m.**



## RECORD OF PROCEEDINGS

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MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
VAUXMONT METROPOLITAN DISTRICT (THE  
“DISTRICT”)  
HELD  
JANUARY 6, 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 Saturday, January 6, 2024, at 11:00 a.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  
Craig Conway, Secretary  
Paul Hoisington, Treasurer  
Travis Hart, Assistant Secretary

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

Alex Clem and Alonso Duran Rodriguez; CliftonLarsonAllen LLP (“CLA”)  
Russell Newton; Seter & Vander Wall, P.C.  
Tracie DeVoe, Julie Miller, Jennifer Austin, Kay and Bill Lewis, Steven Holmes, Rich and Paige Balin, Dale Meter, Bob Letchworth, Charles T., Toni and Karla Linenberger, Heather Bover, Nancy and Jonathan Morse, Peter Dyer, Angela Prosapio, Tracey Conway, Jori Ray, Elysabeth Ash, Andres Nizzotti, Kristy Thorson, Mark R., Robert Giordano, Bob and Rachelle Fifer and other members of the public

### ADMINISTRATIVE MATTERS

**Call to Order and Agenda:** The meeting was called to order at 11:00 a.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 Hoisington and, upon vote, unanimously carried, the Board approved the agenda, as presented.

**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

## RECORD OF PROCEEDINGS

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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**

Mr. Giordano expressed concern regarding an entrance sign close to his home. It took three years to get it fixed and now has a letter in the sign that does not work.

Ms. Miller expressed concern regarding trees that were removed from the open space. She is requesting them to be replaced. She also asked about ARC for broken garages. Director Schulte noted that review is only necessary if there is a change to the garage and no review is required for replacement.

Another member of the public questioned who was responsible for maintaining the Parkway. Director Schulte explained that Cimarron Metropolitan District owns the property and Vauxmont Metropolitan District is looking to implement a tree replacement program.

Ms. Austin expressed concern about weeds in the open space and asked who is responsible for dead trees in the lawn.

Another member of the public asked about paint markings on the sidewalks. Director Schulte suggested the markings are utility locates for upcoming work and maintenance.

Mr. Nizzotti asked when the builders will be removing their advertisement signs from District property.

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### FINANCIAL MATTERS

#### 2024 Budget and Mill Levy Finalization Due to December

**Legislative Action:** Director Shulte discussed the recent legislation related to the reduction in valuation on individual properties and the effect it had on the District's assessed valuation. Mr. Rodriguez explained to the Board how the mill levy affects the amount of money the District collects. Discussion ensued with the Board and the community in attendance.

Upon a motion duly made by Director Schulte, seconded by Director Conway and, upon vote, majority carried, the Board approved the removal of line items for the Townview pool reserve, repairs, and pool furniture, the reduction in contract cost for pool maintenance and pool chemicals, the net reduction from the Recreational Fund, and the addition of \$20,000 to the contingency line item. Director Smith voted against the motion.

Upon a motion duly made by Director Smith, seconded by Director Hoisington and, upon vote, majority opposed, the Board did not approve the motion to decrease the Parkview pool attendant line item.

Upon a motion duly made by Director Schulte, seconded by Director Conway and, upon vote, unanimously carried, the Board approved the reduction of the contingency line item and the net reduction from the General Fund.

Upon a motion duly made by Director Schulte, seconded by Director Conway and, upon vote, majority carried, the Board approved to increase the mill levies for the General Fund and make no change to the Debt Service Fund. Director Smith abstained, and Director Hoisington voted against.

### PUBLIC COMMENT

Additional public comment was received regarding the 2024 Budget and Mill Levy.

### OTHER BUSINESS

None.

### ADJOURNMENT

Upon motion duly made by Director Hoisington, seconded by Director Conway, and, upon vote, unanimously carried, the Board adjourned the meeting at 1:38 p.m.

Respectfully submitted,

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**RECORD OF PROCEEDINGS**

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Secretary for the Meeting

## RECORD OF PROCEEDINGS

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MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
VAUXMONT METROPOLITAN DISTRICT (THE  
“DISTRICT”)  
HELD  
JANUARY 11, 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, January 11, 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  
Craig Conway, Secretary  
Paul Hoisington, Treasurer  
Travis Hart, Assistant Secretary

#### Also In Attendance Were:

Lisa Johnson, Alex Clem, Rachel Alles and Alonso Duran Rodriguez; CliftonLarsonAllen LLP (“CLA”)  
Barbara Vander Wall and Russell Newton; Seter & Vander Wall, P.C.  
Brittany Barnett, Christina Sandoval and Jerry Jacobs; Timberline District Consulting (“TDC”)  
Matt Ward; Environmental Designs, Inc. (“EDI”)  
Jay Blackburn; Level Engineering, LLC  
Dale Meier, Josef Rill, Dave Batton, James Miller, Peter Dyer, Chris C., Mike A., Nicole B., Joe Lanzetta, Jeb Benson, Jansen Tidmore and other members of the public

### ADMINISTRATIVE MATTERS

**Call to Order and Agenda:** Ms. Johnson called the meeting to order at 5:01 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 Hoisington, seconded by Director Conway and, upon vote, unanimously carried, the Board approved the agenda, as amended, to add Director’s Matters items to discuss timeline of financials and potential meeting schedule change due to timeline and to discuss 2023 Budget amendment.

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**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.

### **EXECUTIVE SESSION**

Upon a motion duly made by Director Schulte, seconded by Director Smith and, upon vote, unanimously carried, the Board entered into Executive Session at 5:11 p.m. pursuant to Section 24-6-402(4)(b), C.R.S. for the purpose of receiving legal advice regarding District Committee structure, governance and application of public entity laws.

Upon a motion duly made by Director Schulte, seconded by Director Smith and, upon vote, unanimously carried, the Board exited from Executive Session at 6:15 p.m.

No action was taken.

### **CONSENT AGENDA**

The Board considered the following item under the Consent Agenda:

- Minutes of the November 16, 2023 Special Meeting

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

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### PUBLIC COMMENT

None.

### OPERATIONAL MATTERS AND MAINTENANCE MATTERS

**Proposal and Task Order A for Candelas Community-Wide Engineering Assessment from Level Engineering, LLC:** Mr. Blackburn reviewed the proposal and Task Order A with the Board. Discussion ensued. Following discussion, upon a motion duly made by Director Smith, seconded by Director Conway and, upon vote, unanimously carried, the Board approved the proposal and directed legal counsel to draft a service agreement.

Upon a motion duly made by Director Conway, seconded by Director Smith and, upon vote, unanimously carried, the Board approved Task Order A.

### **Landscape Report – Environmental Designs, Inc. (“EDI”):**

**Proposal #110302 for Cutting Down Winter Trees:** Mr. Ward reviewed the proposal with the Board. Discussion ensued. Following discussion, upon a motion duly made by Director Schulte, seconded by Director Smith and, upon vote, majority carried, the Board approved Proposal #110302 for Cutting Down Winter Trees, as presented. Director Conway opposed.

**Proposal #113779 for Dog Waste Station Receptacle Repair:** Mr. Ward reviewed the proposal with the Board. Discussion ensued. Following discussion, upon a motion duly made by Director Conway, seconded by Director Smith and, upon vote, unanimously carried, the Board approved Proposal #113779 for Dog Waste Station Receptacle Repair, as presented.

**Proposal #113780 for Dog Waste Station Installation and Maintenance:** Mr. Ward reviewed the proposal with the Board. Discussion ensued. Following discussion, upon a motion duly made by Director Hoisington, seconded by Director Schulte and, upon vote, majority carried, the Board approved Proposal #113780 for Dog Waste Station Installation and Maintenance, subject to final approval of locations by Director Smith. Director Conway opposed.

**Proposal #107985 for Townview Clubhouse Tree Well Trees:** Mr. Ward reviewed the proposal with the Board.

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Discussion ensued. Following discussion, upon a motion duly made by Director Smith, seconded by Director Conway and, upon vote, majority carried, the Board approved Proposal #107985 for Townview Clubhouse Tree Well Trees, as amended to include a two-year warranty. Director Hoisington opposed.

**Proposal #114310 for 2023 Winter Drainage Project:** Mr. Ward reviewed the proposal with the Board. Discussion ensued. This item was deferred.

**Bids for 2024 Irrigation Water Management from EDI and Proposal:** Mr. Ward and Mr. Benson reviewed the bids and proposal with 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 proposal for \$44,734.27 to convert all spray irrigation heads in rock bed medians along Candelas Parkway to drip system and approved proposal for \$191,025.47 to make the controllers fully online capable. The Sustainability Committee has indicated they would consider approval of approximately \$170,000 of this cost leaving roughly \$25,000 for the District to fund.

**Proposal #111355 for Alley Lot Homes Controller Upgrades:** Mr. Ward reviewed the proposal with the Board. Discussion ensued. Following discussion, upon a motion duly made by Director Smith, seconded by Director Conway and, upon vote, unanimously carried, the Board approved Proposal #111355 for Alley Lot Homes Controller Upgrades, as presented.

**Proposal #113201 for Alley Lot Plant Material Project:** Mr. Ward reviewed the proposal with 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 Proposal #113201 for Alley Lot Plant Material Project, as presented.

The Board determined to appoint Director Schulte to draft a letter to Alley Lot homeowners urging them to pay their delinquent fees. He will work with CLA to distribute the letters.



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### **Yucca and Foxtail Stormwater Facilities Updates:**

**2023 November Stormwater and Detention Pond Photo Report, Soil Report and Bids for Yucca Pond Services and Proposal:** Mr. Ward reviewed reports, bids and proposal 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 the proposal, as presented.

**Proposal for 2024 Services from Aqua Sierra, Inc.:** Ms. Barnett reviewed the proposal with the Board. This item was deferred.

### **January 2024 Candelas Facilities Update:**

**Proposal to Replace Recumbent Bike in Townview Fitness Center from Colorado Cardio:** Ms. Sandoval reviewed the proposal with the Board. Discussion ensued. The Board directed TDC to look into purchasing Peloton options for a presentation at a future Board meeting and to distribute a fitness equipment survey to residents to solicit opinions.

**Proposals for Permanent Lighting on Swim and Fitness Centers from Bingle Lighting and Jellyfish Lighting:** Director Smith reviewed the proposals with the Board. The Board directed TDC to schedule display demos from each contractor before a decision is made.

**Proposal for AV Equipment from Owl Labs:** Ms. Sandoval reviewed the proposal 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 the proposal for Meeting Owl 3 and two remote microphones, as presented.

**Install Streaming Devices on TVs in Parkview Gym to Provide Residents with TV Programming:** Ms. Sandoval reviewed with the Board. The Parkview television is now functioning, but the televisions at Townview still need services restored. The proposal from the contractor for these services from the walkthrough on January 11, 2024 should be ready to present at the February Board meeting.

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Ms. Sandoval provided an update on the geothermal system maintenance that is needed. She noted she is trying to get more information from the original contractor who installed the equipment and should have an update for the February Board meeting.

### DIRECTORS' MATTERS

**2024 Scope of Work and Fees from Timberline District Consulting and Work Session to Review, Discuss and Consider Approval of Same:** The Board directed CLA to schedule a work session in January or February to review and approved the 2024 scope of work and fees from TDC.

**Management Attendance at Committee Meetings and Costs to District:** It was noted that TDC attends committee meetings every other month.

**KB Homes Construction Concerns:** Ms. Barnett reviewed the landscape and drainage concerns with the Board.

**Timeline of Financials and Potential Meeting Schedule Change Due to Timeline:** Director Hoisington reviewed with the Board. It was noted that this meeting date was early in the month and that financials should be ready in time for most months for meetings on the third Tuesday of each month going forward.

**2023 Budget Amendment and Ledger:** Director Conway reviewed, noting he still would like to see a ledger for the amendment. Discussion ensued. It was stated the Director Conway will sign the document so it can be filed.

### FINANCIAL MATTERS

**Schedule of Cash Position as of January 2024:** Mr. Rodriguez reviewed the cash position with the Board. Discussion ensued. The December 31, 2023 financial statements will be presented at the February meeting. The Board accepted the Schedule of Cash Position as of January 2024, as presented.

**Payment of Claims through the period ending January 2024:** Mr. Rodriguez reviewed the Payment of Claims with the Board. Discussion ensued. The Board accepted the Payment of Claims through the period ending January 2024, as presented.

### LEGAL MATTERS

**Resolution No. 2024-01-01 Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices:** Upon a motion duly made by

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Director Hoisington, seconded by Director Conway and, upon vote, unanimously carried, the Board adopted the Resolution for Meeting Dates and designating the location for posting of 24-Hour notice of meetings, as presented.

**Legal Status Report:** The Board acknowledged review of the report.

**District Committees, Governance Structure and Potential Revisions:** Attorney Vander Wall noted that committee meetings should be compliant with the open meetings law and should have meeting agendas, minutes, etc. Legal will draft revised committee resolutions, which will be ready for the February Board meeting.

### **District Facilities Rental Restrictions and Requirements:**

**Alcohol and Rental Application and Addendum Considerations:** Attorney Newton reviewed updates to the application language and addendum details. Following review, upon a motion duly made by Director Hoisington, seconded by Director Smith and, upon vote, unanimously carried, the Board approved the alcohol and rental application and addendum considerations, as presented.

**Rental Facility Chain of Command Structure and Protocols:** Attorney Newton reviewed the structure and protocols with the Board. Discussion ensued. The Board directed TDC to research the costs to reserve surrounding facilities to gather comparative information before the Board makes a decision on what the fee and policy changes should be.

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

**Community Manager Report:** The Board acknowledged review of the report. Discussion ensued regarding SmartWebs violations.

### **MANAGER MATTERS**

None.

### **COMMITTEE UPDATES**

### **Following Committees and Reports from the Same:**

#### **Social/Events Committee:**

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**Upcoming Committee Events:** Director Smith will be meeting with Ms. Rieter on upcoming events in the next couple of weeks.

**Alley Lots Committee:** None.

**Finance/Audit Committee:** The committee is waiting on receipt of intergovernmental agreements to move forward with their analysis.

**Sustainability Committee:** Mr. Benson asked a question regarding funds between CSID and VMD.

**Landscape Committee:** Mr. Meier provided an update.

**DRC Committee:** The Board acknowledged review of the update in the packet.

**PUBLIC  
COMMENT**

None.

**OTHER BUSINESS**

None.

**ADJOURNMENT**

Upon motion duly made by Director Hoisington, seconded by Director Conway and, upon vote, unanimously carried, the Board adjourned the meeting at 9:13 p.m.

Respectfully submitted,

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Secretary for the Meeting

## TIMBERLINE DISTRICT CONSULTING

### SCOPE OF SERVICES

#### SCOPE OF WORK 1/1/24 – 12/31/24

##### **Covenant Enforcement & Control/ Design Review/Community Management:**

- Fully manage the design and architectural review process
- Inspection drives 3x a week
- Act as decision maker on all design review submissions including approvals, conditional approvals, denials, waivers, and hearings
- Maintain an up to date set of design guidelines, standards and conditions sheet providing recommendations for updates and making approved amendments as needed
  - Work with Covenant Enforcement Attorney and Board of Directors on updates to the Design Standards
- Manage, administer, and enforce all policies, conditions, restrictions, rules, and regulations as adopted by the Board
- Coordinate, track and report on all fee collections and coordinate with legal on delinquent accounts
- Status Letters
- Update resident information database
- Manage covenant enforcement and record keeping for the community
- Communicate with the residents on a regular basis on items concerning the community
- Administer, manage, and distribute community information to the property owners and facilitate appropriate communications between the Community Manager and residents
- Solicit input from property owners to provide recommendations to District Management
- Coordinate community meetings as needed
- Agenda and meetings with District Management
- Community Surveys
- Attend Board meetings and select Committee meetings
- Track and manage to the annual budget and participate in the annual budgeting process
- Manage and communicate consistently with contractors
- Inspect fencing annually throughout the District
- Solicit bids and proposals from contractors
- Work directly with Engineers
- Emergency contact for District Management, the Board of Directors, homeowner, residents, and contractors
- Make sure District Insurance Audit and Property Schedule are completed annually

##### **Open Space, Grounds Maintenance Oversight, Alley Lot Maintenance Oversight, Committee Meetings/Meeting Agendas & Management of Community Gardens:**

- Manage all landscape contracts and change orders with General Counsel
- Manage capital projects, proposals, and maintenance issues
- Generate, coordinate, track, and prioritize all work orders to be distributed to the landscape maintenance contractor
- Facilitate all work on Storm Water Facilities

- Manage and coordinate damage remediation on District property by third parties
- Monitor required permits related to landscaping installs as needed, repairs, and replacements
- Solicit bids and proposals from contractors
- Inspect open space, grounds, streetscape, parks, pocket parks and common areas for landscaping issues
- Oversight of all District owned assets
- Organization of Committees (Landscape and Alley Lots); manage the agenda for the Committees
- Manage the community garden rentals, homeowner contracts and grounds
- Report to Community Manager weekly on progress, issues, and or/concerns
- Facilitate reimbursement for committee members
- Procure Landscape Committee and Community Garden materials and supplies
- Landscape Committee Surveys
- Alley Lot Monthly Newsletter
- Snow management and coordination

**Pool Management:** Maintenance 5 days a week. This does not include repairs, chemicals, parts, materials, and dry goods.

- Activation, pump, heater, chemical injection system checks, cleaning pool deck and bathrooms, fill pool and balance chemicals. Set up furniture for the season. This activation will be recommended to begin at least 4 weeks prior to the scheduled open date
- Regular cleaning and maintenance of pool, pool deck, heaters, pumps, chemical injection systems, plumbing, electric and bathrooms at the facility
- Daily chemical balancing, testing and documentation
- Documentation of all work and work orders requested and completed at the facility
- Oversight of other sub-contractors who perform work at the pool facility
- Winterization, blow out the water system, final chemical injection if needed, final cleaning, move furniture to storage and install the pool cover.
- Off-season monitoring of the pool and facility
- Solicit bids and proposals from contractors

**Recreation Facility Management / Front Desk Staffing/ Social Programming (social events, health & wellness, aquatics)/ Use of Parks/Reservations/ Coordinate Committee Meetings:** Staffed 10am-5pm Monday – Friday Weekend. Pool Hours to be decided by the BOD

- Serves as first point of contact for residents and homeowners
- Provide full scale facilities maintenance services for both clubhouses including, but not limited to, interior/exterior maintenance, plumbing systems, electrical systems, mechanical systems, water, sewer, storm drainage, lighting, security, furniture, fixtures, fitness equipment, appliances, etc.
- Coordinate and supervise all service providers outside of FFM that perform work at the clubhouse facilities
- Manage the work order system as it relates to maintenance work at the facilities
- Provide recommendations to District Management on regular and irregular maintenance and repairs for the various systems within the facilities
- Solicit, review, and evaluate bids for repairs and maintenance and provide recommendations to District Management

- Weekly newsletter sent to the community
- Solicit bids and proposals from contractors
- Oversight and tracking of all maintenance items, repairs, and warranties
- Review all maintenance and repair invoices and make recommendations on payments
- Conduct routine inspections of the facilities for all maintenance categories
- Manage Rental Calendar for Community Facilities including entering reservations, collecting payment, issuing keys, and scheduling post event cleaning and inspections
- Coordinate and manage resident volunteer groups, interest groups and aquatics calendar
- Obtain special event permits from the city
- Manage and oversee access control for both facilities
- Order all cleaning and office supplies for facilities
- Enforce Pool Rules and Regulations to include wrist band checks and waivers

**Website Maintenance / Community Outreach / Announcements:**

- Update recent news postings
- Update social events and community information
- Daily management of the resident feedback module
- Board adjustments as requested

**Vauxmont Metropolitan District  
Timberline District Consulting, LLC  
2024 Rate sheet**

**Hourly Rates:**

Principal	\$120.75 - \$131.25
Senior Associate	\$110.25 - \$115.50
Junior Associate	\$ 89.25 - \$105.00
Facilities Maintenance	\$ 50.00 - \$ 90.00
Facilities Staffing	\$57.75 - \$78.75

**Reimbursable Administrative Costs:**

Special District Supplies – At service provider’s cost

Copying - \$0.15 per page

Digital Scanning - \$0.08 per page

Postage – At service provider’s cost for mailings, FedEx, UPS, Courier

**Use of Service Provider’s Funds Fees:**

\$1.00 - \$100.00	Fee \$10.00
\$100.01 - \$300.00	Fee \$25.00
\$300.01 - \$500.00	Fee \$50.00
\$500.01 - \$1,000.00	Fee \$75.00
\$1,000.01 and up	10%

Information Technology Fee of 5% of invoice

Fuel surcharge of 2% anytime regular unleaded fuel costs exceed \$4.00 per gallon in the Denver area



## SERVICE AGREEMENT FOR

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**THIS SERVICE AGREEMENT FOR COMMUNITY MANAGEMENT** (“**Agreement**”) is entered into and effective as of the 1<sup>st</sup> day of **September, 2021**, by and between **the CIMARRON AND VAUXMONT METROPOLITAN DISTRICTS**, quasi-municipal corporations and political subdivisions of the State of Colorado (the “**District**”), and **TIMBERLINE DISTRICT CONSULTING, LLC**, a limited liability company (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

### RECITALS

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

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

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

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

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

### I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

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

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

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

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

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

## 1.2 Limitations on Authority.

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

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

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

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

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

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

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

## II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit B** attached hereto with a total contract amount not to exceed \$250,000.00, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit D** ("Change Order").

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

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

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

## III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on December 31, 2021. This Agreement shall automatically renew on January 1, 2022, and every subsequent January 1 for an additional one (1) year term, subject to Sections 2.4 and 3.2 of this Agreement.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least **thirty (30)** days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least **forty-five (45)** days prior to the effective date of such termination.



Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

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

#### IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without

limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

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

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

(v) Professional Liability Insurance Coverage. The Consultant shall obtain and, continuously thereafter for eight (8) years from the date of substantial completion of the design, maintain in full force and effect a claims made policy covering errors, omissions and negligent acts in the performance of its Services hereunder, in an amount of \$1,000,000 per claim and annual aggregate. The Consultant shall be solely responsible for the payment of all deductibles. Consultant's deductibles or Consultant's self-insured retentions shall be approved by the District.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the

terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

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

## V. MISCELLANEOUS

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

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

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

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

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

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

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

5.8 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to



have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District:	CLA (CliftonLarsonAllen LLP) 8390 E Crescent Parkway, Suite 300 Greenwood Village, CO 80111 Phone: 303-439-6029 Email: Lisa.Johnson@claconnect.com Attn: Lisa A. Johnson
With a Copy To:	McGeady Becher P.C. 450 E. 17 <sup>th</sup> Avenue, Suite 400 Denver, CO 80203 Phone: (303) 592-4380 Email: <a href="mailto:legalnotices@specialdistrictlaw.com">legalnotices@specialdistrictlaw.com</a>
To Consultant:	Timberline District Consulting, LLC P.O. Box 351929 3051 W 105 <sup>th</sup> Ave. Westminster, CO 80031 Phone: 303-359-9330 Email: jacobs@timberlinedc.com Attn: Jerry Jacobs

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

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

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

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

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

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

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

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

**[SIGNATURE PAGE FOLLOWS]**





**EXHIBITS A & B  
SCOPE OF SERVICES AND COMPENSATION**

**NOT TO EXCEED ECONOMY OF SCALE SCOPE OF WORK 9/1/21 – 12/31/21**

**Covenant Enforcement & Control / Design Review:** NTE \$30,000 (Finishing off the busy season, going into slow season and getting caught up on software through the transition and importing resident contact info etc.)

- Fully manage the design and architectural review process
- Act as decision maker on all design review submission including approvals, conditional approvals, denials, waivers and hearings
- Maintain an up to date set of design guidelines, standards and conditions sheet providing recommendations for updates and making approved amendments as needed
- Manage, administer and enforce all policies, conditions, restrictions, rules and regulations as adopted by the Board
- Coordinate, track and report on all fee collections and coordinate with legal on delinquent accounts
- Manage covenant enforcement and record keeping for the community
- Communicate with the residents on a regular basis on items concerning the community
- Administer, manage and distribute community information to the property owners and facilitate appropriate communications between the Community Manager and residents
- Solicit input from property owners to provide recommendations to District Management
- Coordinate community meetings as needed

**Open Space, Grounds Maintenance Oversight & Management of Community Gardens:** NTE \$6,500. This does not include snow management as snow is so variable it is hard to put a NTE to it.

- Manage all landscape contracts, change orders, capital projects, and maintenance issues
- Generate, coordinate, track, and prioritize all work orders to be distributed to the landscape maintenance contractor
- Monitor required permits related to landscaping installs, repairs and replacements
- Regularly inspect open space, grounds, streetscape, parks, pocket parks and common areas for any landscaping issues
- Oversight of all District owned landscaping assets
- Manage the community garden rentals, contracts and grounds

**Pool Management:** NTE \$10,000 for 2 pools, and maintenance 5 days a week plus winterization of those pools this season and an in-depth dive into all control systems, maintenance needed and a phased plan for repairs that are needed. This does not include major repairs, chemicals, parts, materials and dry goods.

- Full system analysis on both pools for off season repair recommendations
- Documentation of all work and work orders requested and completed at the facility
- Oversight of other sub-contractors who perform work within the facility
- Winterization, blow out the water system, final chemical injection if needed, final cleaning, move furniture to storage and install the pool cover.
- Final inspection with District Management

- Weekly off-season monitoring of the pool and facility

**Recreation Facility Management / Front Desk Staffing to include one Full Time Employee and one Part Time Employee / Social Programming (social events, health & wellness, aquatics)/ Use of Parks/Reservations/ Coordinate Committee Meetings: NTE \$34,000.**

Staffed 10am-5pm Monday – Friday and 10am-2pm Saturday -Sunday.

- Provide full scale facilities maintenance services for both clubhouses including, but not limited to, interior/exterior maintenance, plumbing systems, electrical systems, mechanical systems, water, sewer, storm drainage, lighting, security, furniture, fixtures, fitness equipment, appliances, etc.
- Coordinate and supervise all service providers outside of FFM that perform work at the facilities
- Manage the work order system as it relates to maintenance work at the facilities
- Provide recommendations to District Management on regular and irregular maintenance and repairs for the various systems within the facilities
- Solicit, review and evaluate bids for repairs and maintenance and provide recommendations to District Management
- Oversee and track all maintenance items, repairs and warranties
- Review all maintenance and repair invoices and make recommendations on payments
- Conduct routine inspections of the facilities for all maintenance categories

**Website Maintenance / Community Outreach / Announcements: NTE \$10,000**

- Familiarize our team with the current website
- Bring website into ADA compliance
- Set up rental module on the website
- Monthly updates for District documents
- Weekly update postings
- Update social events and community information
- Daily management of the resident feedback module

**THIS DOES NOT INCLUDE: SNOW MANAGEMENT (AS THIS IS VARIABLE), COVERAGE FOR REC CENTER UNTIL WE GET FULL TIME STAFF IN PLACE, UPPER MANAGEMENT TRANSITION TIME, EXTRA WORK ORDERS FOR THE FACILITIES.**

**TOTAL = \$90,500 (TO BE BILLED ON A T&M BASIS)**

**NOT TO EXCEED ECONOMY OF SCALE SCOPE OF WORK 1/1/22 – 12/31/22**

**Covenant Enforcement & Control/ Design Review: NTE \$85,000 for 3x a week.**

- Fully manage the design and architectural review process
- Act as decision maker on all design review submission including approvals, conditional approvals, denials, waivers and hearings
- Maintain an up to date set of design guidelines, standards and conditions sheet providing recommendations for updates and making approved amendments as needed



- Manage, administer and enforce all policies, conditions, restrictions, rules and regulations as adopted by the Board
- Coordinate, track and report on all fee collections and coordinate with legal on delinquent accounts
- Manage covenant enforcement and record keeping for the community
- Communicate with the residents on a regular basis on items concerning the community
- Administer, manage and distribute community information to the property owners and facilitate appropriate communications between the Community Manager and residents
- Solicit input from property owners to provide recommendations to District Management
- Coordinate community meetings as needed

**Open Space, Grounds Maintenance Oversight & Management of Community Gardens:**  
NTE \$25,000 (8 months at 8 hours a week). This does not include snow management as snow is so variable it is hard to put a NTE to it.

- Manage all landscape contracts, change orders, capital projects, and maintenance issues
- Generate, coordinate, track, and prioritize all work orders to be distributed to the landscape maintenance contractor
- Monitor required permits related to landscaping installs, repairs and replacements
- Regularly inspect open space, grounds, streetscape, parks, pocket parks and common areas for any landscaping issues
- Oversight of all District owned landscaping assets
- Manage the community garden rentals, contracts and grounds

**Pool Management:** NTE \$50,000 for 2 pools, and maintenance 5 days a week. This does not include major repairs, chemicals, parts, materials, and dry goods.

- Activation, pump, heater, chemical injection system checks, cleaning pool deck and bathrooms, fill pool and balance chemicals. Set up furniture for the season. This activation will be recommended to begin at least 4 weeks prior to the scheduled open date
- Regular cleaning, maintenance and repairs of pool, pool deck, heaters, pumps, chemical injection systems, plumbing, electric and bathrooms at the facility
- Daily chemical balancing, testing and documentation
- Documentation of all work and work orders requested and completed at the facility
- Oversight of other sub-contractors who perform work within the facility
- Winterization, blow out the water system, final chemical injection if needed, final cleaning, move furniture to storage and install the pool cover.
- Final inspection with District Management
- Weekly off-season monitoring of the pool and facility

**Recreation Facility Management / Front Desk Staffing/ Social Programming (social events, health & wellness, aquatics)/ Use of Parks/Reservations/ Coordinate Committee Meetings:**  
NTE \$100,000. Staffed 10am-5pm Monday – Friday and 10am-2pm Saturday -Sunday.

- Provide full scale facilities maintenance services for both clubhouses including, but not limited to, interior/exterior maintenance, plumbing systems, electrical systems, mechanical systems, water, sewer, storm drainage, lighting, security, furniture, fixtures, fitness equipment, appliances, etc.

- Coordinate and supervise all service providers outside of FFM that perform work at the facilities
- Manage the work order system as it relates to maintenance work at the facilities
- Provide recommendations to District Management on regular and irregular maintenance and repairs for the various systems within the facilities
- Solicit, review and evaluate bids for repairs and maintenance and provide recommendations to District Management
- Oversee and track all maintenance items, repairs and warranties
- Review all maintenance and repair invoices and make recommendations on payments
- Conduct routine inspections of the facilities for all maintenance categories

**Website Maintenance / Community Outreach / Announcements: NTE \$15,000**

- Monthly updates for District documents
- Weekly update postings
- Update social events and community information
- Daily management of the resident feedback module
- Board adjustments as requested

**TOTAL = \$265,000 (TO BE BILLED ON A T&M BASIS)**

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT D**  
**FORM OF CHANGE ORDER**

<b>Change Order No:</b>	<b>Date Issued:</b>
<b>Name of Agreement:</b>	
<b>Date of Agreement:</b>	<b>District(s):</b>
<b>Other Party/Parties:</b>	

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

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

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

January 09, 2024

Brittany Barnett  
Vauxmont Metropolitan District  
19865 W 94th Avenue  
Arvada CO 80007  
United States

Re: Proposal to Provide Surveying Services for:  
**Candelas Filing 1 Pond**

**Brittany,**

AzTec Consultants, Inc. is pleased to submit this proposal to provide surveying services for the **Candelas Filing 1 Pond** project located in Arvada, Colorado. The following outlines our Scope of Services, Fee, General Terms and Conditions.

### Scope of Services

#### **Topographic Survey Pond (CS)**

- Perform a topographic survey of the F1 pond. Prepare an exhibit comparing the topo to the proposed grading plan.

#### **Pond Grading (CS)**

- Provide one set of rough grade stakes on to develop the contours as shown on the approved grading plan.
- Stakes will be set on a 50' grid, and tops and toes of slopes to develop the contours shown on the approved set of grading plans.
- Provide one set of stakes to verify the site is graded in conformance to the design of the grading plan. This set of stakes shall remain in place until after the grading and site drainage inspection are completed.

#### **Pond Certification (CS)**

- Provide a topographic survey of pond after all construction is complete.
- This information will be provided to the engineer to calculate pond volume.





## Fee

The Client agrees to pay AzTec Consultants compensation for services performed on a fixed fee basis, except as noted. The fees quoted herein will be used as a guide in determining the percentage of work completed by AzTec, where applicable. Progress billings will be made towards the end of each month for services performed during that period. All bills are due and payable upon receipt of invoice. All amounts shown below are to be considered as lump sum fee(s), unless otherwise noted.

<b>Item</b>	<b>Amount</b>
<b>Topographic Survey Pond (CS)</b>	\$5,000.00
<b>Pond Grading (CS)</b>	\$2,000.00
<b>Pond Certification (CS)</b>	\$5,000.00
<b>Total</b>	<b>\$12,000.00</b>



### Exclusions

The following items are specifically excluded from this proposal. If sufficient time is given, fees for these items can be provided prior to start of services.

1. Any item not listed on the Scope of Services.

### Alleged Errors/Mistakes

Should the accuracy or interpretation of any stake be questioned, it shall be the owner's responsibility to immediately notify the surveyor. We will reset, at our own expense, any stake which we find to be incorrect. We do, however; reserve the right to charge additional monies for time spent checking stakes which we find to be correct. The owner and contractor shall not hold the surveyor responsible for any staking error unless the allegedly incorrect stake is preserved undisturbed for our examination

### General Terms

It is understood and agreed between the parties that the total fee as described herein is for the scope of services as set forth herein. If unforeseen field conditions exist, assumptions of this proposal are not met, or additional services are requested by **Vauxmont Metropolitan District (Client)**, the scope of the additional services and a lump sum fee will be determined, and a change order will be prepared and sent to Client describing the scope and fees of the additional services requested. Work on the additional services will not commence until written authorization to proceed is received via standard mail, facsimile or e-mail. The attached General Terms and Conditions will be made a part of this agreement unless AzTec Consultants and Client have a "Master Service Agreement" in place.

We look forward to being a part of your team for this project. Please call if you have any questions.

Sincerely,

**AzTec Consultants, Inc.**



**Paul Halpin**

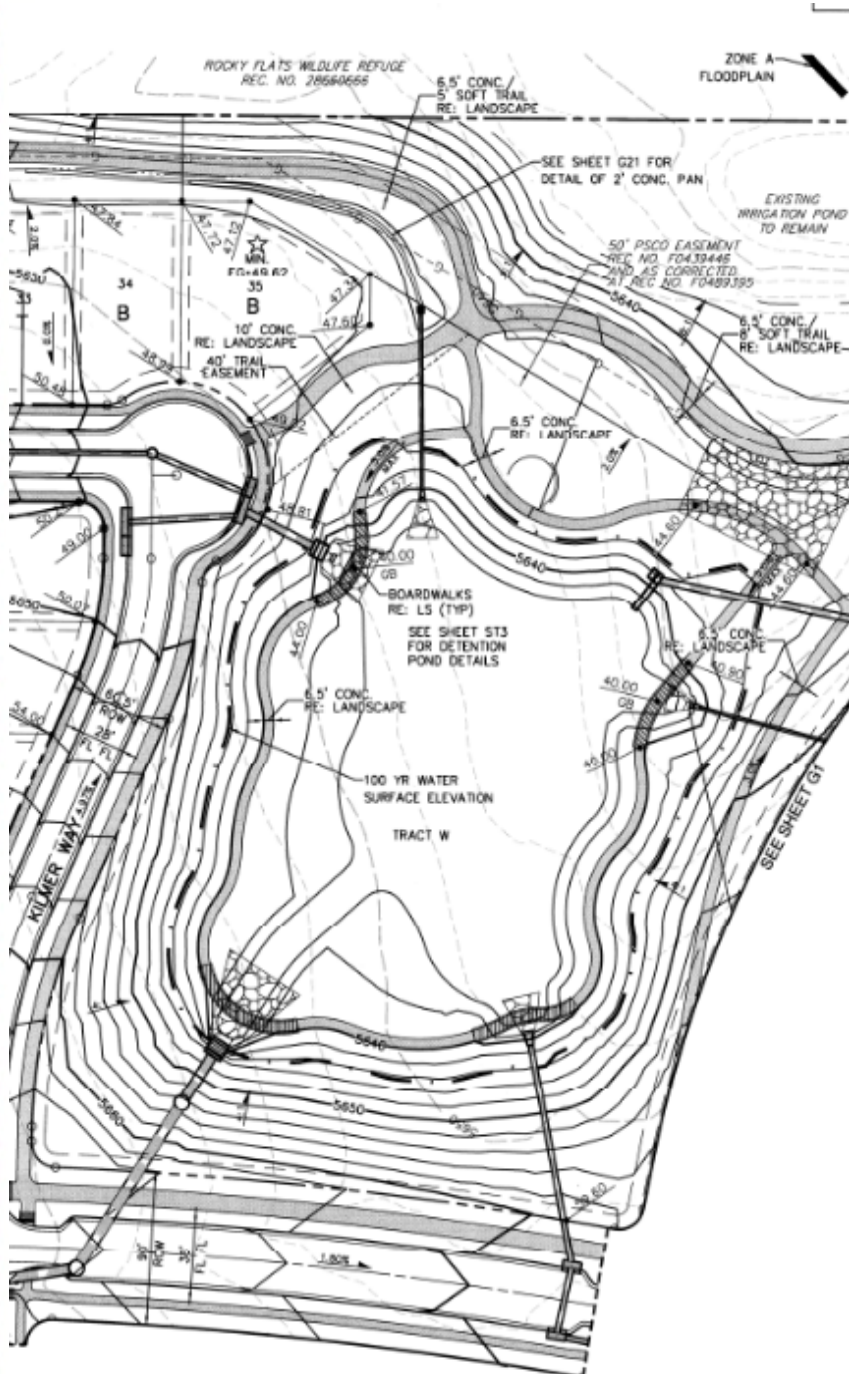
Approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by

\_\_\_\_\_  
(Signature)

\_\_\_\_\_ for \_\_\_\_\_  
(Title) (Client name)



**EXHIBIT**



APPROVED:  
*Cathy E. Jungblut PE* 2-8-11 3317  
 CITY ENGINEER DATE JOB NUMBER

REVIEW IS FOR GENERAL COMPLIANCE WITH THE CITY OF ARVADA ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS, LATEST EDITION. SOLE RESPONSIBILITY FOR COMPLETENESS AND/OR ACCURACY OF THESE DOCUMENTS SHALL REMAIN WITH THE REGISTERED PROFESSIONAL ENGINEER SEALING THESE PLANS. THE CITY DOES NOT ACCEPT LIABILITY FOR FACILITIES DESIGNED BY OTHERS.

MARTIN/MARTIN ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS. THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

JANUARY 26, 2011  
 SEE SHEET C1  
 ENGINEER NOTE NO. 20

**CANDELAS**  
**FILING NO. 1**  
 OVERLOT GRADING PLAN

No.	Description of Revisions	Date	Name
1	COA COMMENTS	09-24-10	BT
2	COA COMMENTS	07-09-10	BT
3	COA COMMENTS	11-10-10	BT
4	COA COMMENTS	01-05-11	BT
5	CONSTRUCTION ISSUE	01-26-11	BT

Date: OCTOBER 7, 2009  
 Job Number: 18664.C13  
 Design By: BLUNKER  
 Drawn By: HUDGENS  
 Checked By: KUNTZ/TUTTLE

Sheet Number:  
**G5**



## General Terms and Conditions

### **ARTICLE I. CONSULTANT SERVICES**

1.1 STANDARD OF CARE: CONSULTANT shall perform its services in a manner consistent with that degree of knowledge and skill ordinarily used by members of the same profession practicing at the same time under the same or similar circumstances.

### **ARTICLE 2. PAYMENT**

2.1 INVOICING: CLIENT agrees to pay CONSULTANT interim compensation for the work performed. Invoices will be sent on a monthly basis and payment is due upon receipt

2.2 EXTRA WORK: It is understood and agreed between the parties that the price is for the services set forth in the "Scope of Work". If additional services are requested by CLIENT, work will not commence until a signed CHANGE ORDER stating the additional services and the agreed upon price.

### **ARTICLE 3. INSURANCE**

3.1 CONSULTANT shall secure and maintain throughout the full period of this Agreement sufficient insurance to protect it adequately from claims under applicable Workmen's Compensation Acts and for errors or omissions which may cause a claim for bodily injury, death or property damage as may arise from the performance of services under this Agreement. CONSULTANT will, upon request, file certification of such insurance with CLIENT or his authorized representative.

### **ARTICLE 4. WARRANTY, LIMITATION OF PROFESSIONAL LIABILITY**

4.1 CONSULTANT makes no warranty, either expressed or implied, as to his findings, recommendations, plans, specifications, or professional advice except that the work was performed consistent with the Standard of Care.

4.2 LIMITATION OF LIABILITY: CLIENT agrees to the fullest extent permitted by law, to limit CONSULTANT'S and its employees' total aggregate liability to CLIENT for all injuries, claims, losses and damages arising out of or relating to the services performed by CONSULTANT, from any and all causes including but not limited to negligence, breach of contract or any other legal or equitable theory, to \$100,000.

4.3 BACK CHARGES: The CLIENT shall notify the CONSULTANT immediately of any alleged errors and subsequent back charges. The CONSULTANT, with the cooperation of the CLIENT, will immediately investigate such allegations to rightfully determine the degree of responsibility that should be borne by the CONSULTANT.

If surveying errors are alleged, the stakes must be preserved, whenever possible, in an undisturbed condition. If the stakes are not protected in said condition and a review of the surveying notes by CLIENT and CONSULTANT indicates correct staking procedure, then the stakes will be presumed to be correct.

### **ARTICLE 5. CORPORATE PROTECTION**

5.1 It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the Project shall not subject the CONSULTANT'S individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Colorado corporation, and not against any of the CONSULTANT'S individual employees, officers or director.

### **ARTICLE 6. THIRD PARTY BENEFICIARIES**

**6.1 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or CONSULTANT. CONSULTANT'S services are performed solely for CLIENT'S benefit and no other party or entity shall have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder**



## **Task Order B**

### **Related to:**

**2023-2024 GENERAL SERVICES AGREEMENT**

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

*This Task Order is dated this 11<sup>th</sup> day of January, 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.** Maintenance of the Foxtail Stormwater Quality Pond property has been identified as a District priority. This is due, in part, to violation notice issued by the local stormwater jurisdiction, Arvada Stormwater. The pond volume has been significantly decreased due to accumulation of sediment in the facility.
  - C.** A survey of Foxtail Pond must be completed in order to determine the volume of dredged material that needs to be removed to bring the facility back into compliance. These survey results will provide a basis for subsequent work, including the development of a detailed restoration and maintenance plan that the District can implement.
  - D.** This Task Order authorizes Consultant to provide a topographic and bathymetric (water depth) survey which can be used as the basis of design/evaluation for subsequent dredging of the pond.
- 

### **SCOPE OF WORK**

- Prepare a Topographic and Bathymetric Survey of the Foxtail Pond. Efforts to map the bottom of the pond (wetted surface) will require a 2-man field survey crew with small inflatable raft, as necessary to collect regular water depth measurements at the appropriate spacing necessary to accurately estimate water / material volumes. Topography in the areas around the pond (dry areas) will be collected by traditional survey equipment as necessary to provide adequate comparison to the topography shown in the provided construction plans. Approximate limits of survey are included below in the annotated figure 1.

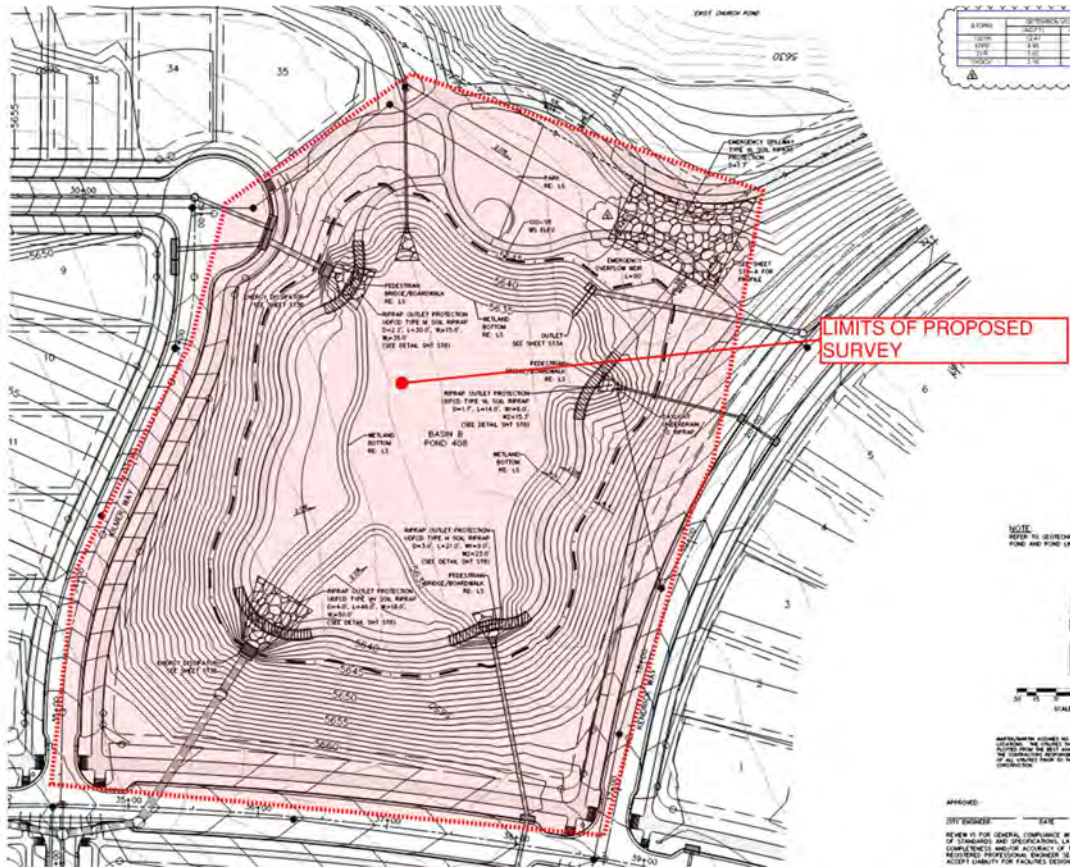


Figure 1 – APPROXIMATE LIMITS OF SURVEY

- 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 regarding findings of survey work. Where possible, recommendations for consideration regarding all noted deficiencies will be provided.
- All 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 \$12,500-\$17,500. 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 \$17,500 without written approval of the District.

**SCHEDULE**

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

We anticipate the field work 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 field exploration program.

In all, we anticipate the Foxtail Pond survey work authorized under this task order will be completed within approximately 5 weeks from the notice to proceed.



**ACCEPTANCE SIGNATURES**

**Authorized Representative, Level Engineering, LLC**

_____	_____	_____
Signature	Title	Date

\_\_\_\_\_  
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 Community Facilities Report**  
**Submitted to: Vauxmont Board of Directors**  
**Meeting Date: February 20th, 2024**

**Overall Facilities Update:**

- We have received quotes from Secure Tech, Prosec and 303 Networks for upgrading the camera and access control systems. All proposals are attached.
  - Action Requested: Approve or Deny proposals
  
- Jellyfish Lighting and Blingle Lighting have both submitted proposals for permanent lighting on the swim and fitness centers, the proposals are attached to this report. Both lighting contractors will be onsite to meet with Director Smith and Director Conway on February 14th.
  - Action Requested: Approve or Deny proposals.
  
- The meeting Owl has been purchased and will be set up for the February meeting.

**Parkview Facility Update:**

- Vectra Mechanical has completed the installation of the ventilation fans in the Parkview pool mechanical room.
  - Action Requested: None at this time.
  
- There are broken tiles in the Parkview pool that will need to be repaired/replaced. The proposal from Complete Pools & Spas, Inc is attached to this report, the total is \$3,275.00 We have requested pricing from another tile contractor and are waiting for the proposal. A more cost friendly alternative to having the tile replaced would be to use a tile patch compound over the area, this would seal the area and prevent additional damage to the surrounding tiles but would not be as aesthetically pleasing.
  - Action Requested: Approve or Deny proposals
  
- Two of the automatic door openers at Parkview have stopped working. Allegion doors (Formerly Stanley Access) inspected the openers and determined that the controllers and encoders are bad. The repair proposals are attached to this report. The cost to repair the openers is \$1,749.74 per door.
  - Action Requested: Approve or Deny proposals from Allegion.
  
- We have requested pricing from four electrical contractors for installing the new pool motor and VFD. As of 2/13/24 we have received one proposal. If additional proposals are received prior to the February meeting we will have them added to the agenda for consideration.
  - Action Requested: None at this time.





- We asked for a second opinion from Major Heating and Air regarding the heating issues in the Parkview facility. Major Heating and Air confirmed that the control board and dampers were functioning properly and found that the lobby heat is controlled by the thermostat in the kitchen. The technician made some changes to the programming and suggested moving the thermostat from the kitchen to the lobby if the issues persist. As of February 14th, 2024 the issues seem to have been resolved by the programming changes and we do not recommend relocating the thermostat at this time.

#### **Townview Facility Update:**

- Pricing to repair the Control4 system at Townview was requested from Technifi but a proposal was not received. 303 Networks conducted a site evaluation, due to the age and condition of the system they are recommending a full replacement of the system. 303 Networks is still working on preparing their proposal but provided a ballpark estimate of \$20,000 to replace the system. The proposal will be submitted to the Board once received.
  - Action Requested: None at this time.
- During the Q4 preventative maintenance appointment Impact HVAC found that the geo loop pumps were down, the system is still running on the back up electric strip. We were advised to contact Long Building Solutions, however they would not provide assistance since we don't have a service agreement in place. We are working with Long Building Solutions to determine if the District's service agreements align with the type of service agreement they require. We are also exploring options for replacing the Yaskawa equipment with something more commonly serviceable. Impact HVAC provided a detailed explanation of the issues they've identified with the system, that information is attached to this report. We have asked Impact to provide pricing for the options they recommended. Major Heating and Air was called out to conduct an evaluation of the system and provide pricing for their recommendations, but we have not received their pricing yet. Director Smith has gathered additional information regarding this system and is exploring options for grant funding, her information is attached to this report.
  - Action Requested: None at this time.
- Colorado Cardio conducted the Q1 preventative maintenance on the fitness equipment at both facilities on February 5th, the report is attached. The speed button on treadmill #1145 at Townview was replaced and the motor was cleaned but the treadmill is still not functioning correctly. Overall the equipment at Townview is nearing the end of its useful life. A survey was sent to the community for feedback on the type of equipment they'd like to see placed at Townview, the results of that survey are attached to this report. Push, Pedal, Pull Commercial Equipment Sales is scheduled to conduct an evaluation on the equipment and submit their recommendations and pricing. We are working on scheduling another evaluation and obtaining pricing for the equipment requested on the survey.
  - Action Requested: None at this time.
- The water heater at Townview has stopped working. We have requested pricing from three contractors and have received proposals from two of the three. We have attached two proposals for replacing the water heater and one for repairing the existing unit. Due to the age of the water heater (manufacture date 10/2010) we do not recommend repairing the water heater.



# FOOTHILLS

FACILITIES MAINTENANCE

- Action Requested: Approve or deny proposals from Pro Innovation Plumbing, Plumb Pros and Blue Mountain Plumbing, Heating and Cooling.

## Snapshot of Attached Proposals

Company	Project	Facility	Quote Number	Total	Notes
303Networks	Security Cameras	Parkview		\$17,136.08	Cameras, access system training and alarm panel
303Networks	Security Cameras	Townview		\$14,490.76	Cameras, access system training and alarm panel
303Networks	IT Service	Both Facilities		\$5,110	Maxxess access control annual software support, security system annual service agreement, Network annual service agreement
Prosec	Security Cameras	Parkview	33217	\$9,800	11 Cameras
Prosec	Security Cameras	Townview	33218	\$6,400	8 Cameras
Prosec	Access Control System	Townview	33218	\$4,600.00	Cloudbased access control system by Pro Data Key. 4 card readers
Prosec	Access Control System	Parkview	33217	\$2,700.00	Cloud based access control by Pro Data Key. 2 card readers
Secure Tech	Cameras and Access Control	Both Facilities	230046	\$47,276.76	Total of 16 cameras. Open path access control system.
Blinge	Permanent Exterior Lighting	Parkview	9006198	\$7,360.25	233 Feet of gemstone lighting, full front and partial southside of facility
Blinge	Permanent Exterior Lighting	Parkview	9004434	\$9,353.24	314 Feet of gemstone lighting, full front and full southside of facility
Blinge	Permanent Exterior Lighting	Townview	9004662	\$6,609.91	215 of gemstone lighting on South, East and Northside of facility
Jellyfish	Permanent Exterior Lighting	Parkview	93313	\$14,101.20	Front and full southside of facility
Jellyfish	Permanent Exterior Lighting	Townview	98953	\$6,743.63	South, East and Northside of facility
Complete Pools & Spas	Pool Tile	Parkview		\$3,275.00	Replace tile ledge
Allegion (Stanley Technologies)	ADA Door Opener	Parkview	20945859	\$1,749.74	Repair automatic door opener at Parkview front door
Allegion (Stanley Technologies)	ADA Door Opener	Parkview	20921493	\$1,749.74	Repair automatic door opener at Parkview pool deck access
Blue Mountain Plumbing, Heating and Cooling	Townview Water Heater	Townview	490	\$21,789.00	Remove and replace water heater. 3 year warranty on tank, 1 year warranty parts and labor
Pro Innovation Plumbing	Townview Water Heater	Townview	2816	\$19,890.45	Remove and replace water heater.
Pro Innovation Plumbing	Townview Water Heater	Townview	2815	\$7,785.56	Repair existing water heater. This is not recommended due to the age of the water heater.
Plumb Pros	Townview Water Heater	Water Heater		\$19,799.00	Rheem 100 gallon high efficiency. Additional \$1275.00 for water line repair and fittings, \$4,500.00 for mixing valve
Plumb Pros	Townview Water Heater	Water Heater		\$20,785.00	Bradford 100 gallon high efficiency. Additional \$1275.00 for water line repair and fittings, \$4,500.00 for mixing valve
Plumb Pros	Townview Water Heater	Water Heater		\$20,674.00	State 100 gallon high efficiency. Additional \$1275.00 for water line repair and fittings, \$4,500.00 for mixing valve



1/19/2024

Timberline District Consulting, LLC  
Christina Sandoval, Director of Operations  
19865 W 94th Ave  
Arvada, CO 80007

RE: Candellas-Peak View Camera System & Alarm Panel Replacement Proposal

Dear Christina,

303Networks would like to thank you for the opportunity to provide you with the following proposal to replace your existing video system and alarm system panel. The purpose of quoting a new alarm panel is that Peak View and Town View have two different alarm panels. My thought was to standardize as we are with the access control and new video systems proposed. This proposal is based on the site surveys and meetings with Christina Sandoval. Please refer to the General Conditions, Clarifications, & Exceptions page of this proposal for further detailed responsibilities. Please contact Michael Hamilton with any questions or concerns 303-502-7666.

### **Scope of Work**

303Networks shall supply and install new cameras to replace the existing. There are eight exterior cameras and two interior included in the scope. A new Network Video Recorder (NVR) shall also be supplied and installed by 303Networks. I've included SD cards for each camera, which shall provide redundant video recording for a minimum of thirty days. The NVR shall also provide a minimum of thirty days of storage. In the event of catastrophic failure with the NVR, we can retrieve the past thirty days recording from each of the cameras. The new NVR shall take the place of the existing one in the network rack.

303Networks shall supply and install the new alarm panel and keypad to replace the existing panel. All devices currently connected shall be re-used. The existing alarm panel is in the network room. Once the conversion is complete, 303Networks shall test all devices to ensure they are reporting to the new panel. After the installation is complete, 303Networks shall provide onsite training for all individuals designated by Christina Sandoval. This includes loading the phone apps and testing with everyone. Included in this proposal, 303Networks shall provide factory training on the Maxxess access control system.

Regards,

Michael Hamilton



**EQUIPMENT LIST**

MANUFACTURER	PART NO.	DESCRIPTION/ITEM	QTY	UNIT SELL PRICE	TOTAL SELL PRICE
HANWHA	XRN-1620SB1-8TB	8K NVR (Intel based), 8TB RAW, 16 channels with 16 PoE/PoE+ ports (PoE Budget 200W), H265,H264, MJPEG, 4 fixed internal SATA HDDs (6TB max per HDD), ARB (Automatic Recovery Backup), 140 Mbps recording / up to 32 Mbps playback, Dual stream recording, WiseStream technology, HDMI/VGA dual display, max. resolution of 32MP recording/display and fisheye dewarping on web and CMS, web UI 2.0 (no plugins required), AI search (Wisenet AI cameras only), QR Code	1	\$2,674.06	\$2,674.06
HANWHA	QNV-C8083R	Wisenet Q network outdoor vandal dome camera, 5MP @ 30fps, motorized vari-focal lens 3.2-10.2mm (H: 95°-29° / V: 69°-21°), triple codec H.265/H.264/MJPEG with Wisestream III (Based on AI engine), WiseNR II (Based on AI engine), WDR 120dB, IR viewable length 30m (98ft), WiseMD based on AI engine, Classified object type: Person/Vehicle (vehicle type: car/bus/truck/motorcycle/bicycle) IVA events based on AI engine: Virtual line (Crossing/Direction), Virtual area (Loitering/Intrusion/Enter/Exit/(Dis)Appear), *Audio: Selectable(mic in/line in), defocus detection, hallway View, SD card, video analytics, USB for easy installation, open platform, IP66, IK10, PoE.	8	\$729.96	\$5,839.68
HANWHA	QND-8011	Wisenet Q mini network indoor dome camera, 5MP @ 30fps, 2.8mm fixed focal lens (104°), triple codec H.265/H.264/MJPEG with Wisestream II, 120dB WDR, defocus detection, hallway View, SD card, people counting, open platform, IP42, IK08, PoE, white color	2	\$341.88	\$683.76
MICRO CTR	128GB-SD	128GB STORAGE CARD	10	\$107.80	\$1,078.00
RESIDIO	V20P-60KT62	V20P-6160-712BNP V20P-60KT62 EXPAND 8ZONE PLUS	1	\$0.00	\$0.00
RESIDIO	VISTA-20P	CONTROL PANEL VISTA-20P LCD KEYPAD CUST ALPHA	1	\$132.56	\$132.56
RESIDIO	6160	PROGRAMMABLE	1	\$151.51	\$151.51
ADI	712BNP	12V 7AH SLA BATTERY	1	\$31.57	\$31.57
ADI	LTEM-PXV	LTE MODULE CAT-M, VERIZON	1	\$217.12	\$217.12
303NETWORKS	MONNITORING	MONTHLY ALARM MONITORING	12	\$35.00	\$420.00
MAXXESS	TRAINING	FACTORY TRAINING ON MAXXESS SOFTWARE	1	\$350.00	\$350.00
				\$0.00	\$0.00
		LABOR / MAN HOURS	HOURS		
		CABLE INSTALLATION LABOR		\$90.25	\$0.00
		FIELD INSTALLATION LABOR	20	\$125.00	\$2,500.00
		HEADEND INSTALLATION LABOR	6	\$125.00	\$750.00
		CUSTOMER TRAINING	6	\$125.00	\$750.00
		SUBTOTAL PARTS / LABOR			\$15,578.26
		PROJECT MANAGEMENT			\$934.70
		ADMINISTRATIVE COSTS			\$311.57
		MISCELLANEOUS MATERIALS			\$311.57
		TOTAL QUOTE			\$17,136.08



General Conditions, Exceptions, & Clarifications

- 120VAC power, where required shall be provided by OTHERS, 303Networks shall coordinate this when needed.
- As mentioned in the Service Agreement proposal submitted, the new camera system and alarm panel is included in that Agreement.
- This proposal assumes that 303Networks shall re-use all existing cables. The cable is assumed to be in good working condition. Any cable found to be bad, shall be reported to Christina Sandoval for resolution.
- All work shall be coordinated with Christina Sandoval.
- The first-year cost for alarm monitoring is included in this proposal. The monthly rate is \$35.00.
- Maxxess Factory training is included in this proposal.
- Sales Tax is not included in this proposal. All applicable sales tax shall be billed on the final invoice.
- 303Networks shall invoice for all material once the project has been approved.
- This proposal assumes that 303Networks shall have access to all areas covered in the scope of work during normal business hours. Monday - Friday, 8:00am to 5:00pm.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_



1/19/2024

Timberline District Consulting, LLC  
Christina Sandoval, Director of Operations  
19865 W 94th Ave  
Arvada, CO 80007

RE: Candellas-Town View Camera System & Alarm Panel Replacement Proposal

Dear Christina,

303Networks would like to thank you for the opportunity to provide you with the following proposal to replace your existing video system and alarm system panel. The purpose of quoting a new alarm panel is that Peak View and Town View have two different alarm panels. My thought was to standardize as we are with the access control and new video systems proposed. Town View is currently utilizing a phone line to transmit signals to alarm company. The monthly phone line charges can be stopped with this proposal and new panel. The new panel would be on the network with cellular backup. This proposal is based on the site surveys and meetings with Christina Sandoval. Please refer to the General Conditions, Clarifications, & Exceptions page of this proposal for further detailed responsibilities. Please contact Michael Hamilton with any questions or concerns 303-502-7666.

### **Scope of Work**

303Networks shall supply and install new cameras to replace the existing. There are three exterior cameras and six interior included in the scope. A new Network Video Recorder (NVR) shall also be supplied and installed by 303Networks. I've included SD cards for each camera, which shall provide redundant video recording for a minimum of thirty days. The NVR shall also provide a minimum of thirty days of storage. In the event of catastrophic failure with the NVR, we can retrieve the past thirty days recording from each of the cameras. The new NVR shall take the place of the existing one in the network rack.

303Networks shall supply and install the new alarm panel and keypad to replace the existing panel. All devices currently connected shall be re-used. The existing alarm panel is in the network room. Once the conversion is complete, 303Networks shall test all devices to ensure they are reporting to the new panel. After the installation is complete, 303Networks shall provide onsite training for all individuals designated by Christina Sandoval. This includes loading the phone apps and testing with everyone. Included in this proposal, 303Networks shall provide factory training on the Maxxess access control system.

Regards,

Michael Hamilton



**EQUIPMENT LIST**

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HANWHA	QND-8011	Wisenet Q mini network indoor dome camera, 5MP @ 30fps, 2.8mm fixed focal lens (104°), triple codec H.265/H.264/MJPEG with Wisestream II, 120dB WDR, defocus detection, hallway View, SD card, people counting, open platform, IP42, IK08, PoE, white color	6	\$729.96	\$2,189.88
MICRO CTR	128GB-SD	128GB STORAGE CARD	9	\$341.88	\$2,051.28
				\$107.80	\$970.20
				\$0.00	\$0.00
RESIDIO	V20P-60KT62	V20P,6160,712BNP V20P-60KT62 EXPAND 8ZONE PLUS	1	\$0.00	\$0.00
RESIDIO	VISTA-20P	CONTROL PANEL VISTA-20P LCD KEYPAD CUST ALPHA	1	\$132.56	\$132.56
RESIDIO	6160	PROGRAMMABLE	1	\$151.51	\$151.51
ADI	712BNP	12V 7AH SLA BATTERY	1	\$31.57	\$31.57
ADI	LTEM-PXV	LTE MODULE CAT-M, VERIZON LTEM-PXV	1	\$217.12	\$217.12
303NETWORKS	MONNITORING	MONTHLY ALARM MONITORING FACTORY TRAINING ON	12	\$35.00	\$420.00
MAXXESS	TRAINING	MAXXESS SOFTWARE	1	\$350.00	\$350.00
		LABOR / MAN HOURS	HOURS		
		CABLE INSTALLATION LABOR		\$90.25	\$0.00
		FIELD INSTALLATION LABOR	18	\$125.00	\$2,250.00
		HEADEND INSTALLATION LABOR	6	\$125.00	\$750.00
		CUSTOMER TRAINING	6	\$125.00	\$750.00
		SUBTOTAL PARTS / LABOR			\$12,938.18
		PROJECT MANAGEMENT			\$905.67
		ADMINISTRATIVE COSTS			\$258.76
		MISCELLANEOUS MATERIALS			\$388.15
		TOTAL QUOTE			\$14,490.76



General Conditions, Exceptions, & Clarifications

- 120VAC power, where required shall be provided by OTHERS, 303Networks shall coordinate this when needed.
- As mentioned in the Service Agreement proposal submitted, the new camera system and alarm panel is included in that Agreement.
- This proposal assumes that 303Networks shall re-use all existing cables. The cable is assumed to be in good working condition. Any cable found to be bad, shall be reported to Christina Sandoval for resolution.
- All work shall be coordinated with Christina Sandoval.
- The first-year cost for alarm monitoring is included in this proposal. The monthly rate is \$35.00.
- Maxxess Factory training is included in this proposal.
- Sales Tax is not included in this proposal. All applicable sales tax shall be billed on the final invoice.
- 303Networks shall invoice for all material once the project has been approved.
- This proposal assumes that 303Networks shall have access to all areas covered in the scope of work during normal business hours. Monday - Friday, 8:00am to 5:00pm.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_





1/19/2024

Timberline District Consulting, LLC  
Christina Sandoval, Director of Operations  
19865 W 94th Ave  
Arvada, CO 80007

RE: Annual Service Agreement - Security & Network Proposal

Dear Christina,

303Networks would like to thank you for the opportunity to provide you with the following proposal to provide an annual Service Agreement for the Candelas community. This proposal is based on the site surveys and meetings with Christina Sandoval. The proposed Agreement has three components, which I have listed individually below with associated annual cost. The agreement includes service coverage for Peak View and Town View. After you and your team review the coverage, please feel free to reach out if you'd like to modify. Please refer to the General Conditions, Clarifications, & Exceptions page of this proposal for further detailed responsibilities. Please contact Michael Hamilton with any questions or concerns 303-502-7666.

**Maxxess Access Control Annual Software Support Agreement \$190.25**

The software is currently two versions behind. This agreement would take you to the latest version. Going forward 303Networks shall supply and install any upgrades and software fixes. Maxxess typically launches new versions each year.

**Security Systems Annual Service Agreement \$3,000.00**

This agreement applies to both Peak View and Town View. The coverage is for the alarm systems, video camera systems, and Maxxess access control. This coverage would also include the new camera systems and alarm systems for both facilities being proposed. The new systems are in a separate proposal. This agreement is for labor only. The coverage hours are Monday thru Friday, 8:00am to 5:00pm. I have also included a preventive maintenance site visit once a quarter to look at all major components of each system, clean, check power supplies and batteries. Preventive Maintenance trips can extend the life for all systems.

**Network Annual Service Agreement \$1,920.00**

This agreement also applies to both Peak View and Town View. Specific coverage is as follows. Unlimited remote managed services 24 hours a day, seven days a week. System monitoring and patch management on the network. Unlimited remote support, and one Sentinel MDR, which is one of the best endpoint security programs for networks. Sentinel shall prevent approximately 95% of all potential attacks and threats. As part of the monitoring piece of this agreement, 303Networks shall be notified if these are attempted.

Best Regards,

Michael Hamilton



**303 NETWORKS, Inc.**  
303-570-3615  
www.303NETWORKS.com

General Conditions, Exceptions, & Clarifications

- 120VAC power, where required shall be provided by OTHERS, 303Networks shall coordinate this when needed.
- Should after-hours service be needed on the Security Systems, 303Networks shall bill this hourly.
- Should onsite service for the Network be needed, 303Networks shall bill that hourly as well.
- Sales Tax is not included in this proposal. All applicable sales tax shall be billed on the final invoice.
- 303Networks shall invoice the Agreement once approved.
- This proposal assumes that 303Networks shall have access to all areas in this Agreement during normal business hours. Monday - Friday, 8:00am to 5:00pm.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_



ProSec Integration, LLC  
181 E 56th Ave, Suite 401  
Denver, CO 80216

Tel. (303)835-8100  
www.prosecalarm.com

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## ESTIMATE NO. 33217

Timberline District Consulting  
650 Glen Creighton Drive  
#160  
Dacono CO 80514

**Date:** 11/28/2023  
**Salesperson:** Steve Blaser  
**Quote No:** 33217  
**Site:** Parkview Community Clubhouse  
**Valid For:** 30 Day(s)

### Re: Parkview Community Clubhouse

#### Description

*The scope of work includes all parts, material, installation labor, programming, end user training, and applicable taxes.*

#### **Access Control System by PDK: \$2700.00**

*The scope of work is for the sale and complete installation of a 2-door cloud-based managed access control system by Pro Data Key. This system is designed to outfit the clients (2) exterior doors on the building. The scope of work is to replace the existing access control system using the existing readers and electronic strikes. The system is cloud-based, which offers the most modern system features for a commercial access control system, along with an intuitive, user-friendly mobile interface, allowing for end user admin management of the system via PC or mobile device.*

*This proposal includes the following materials:*

- (1) Cloud Node access control system panel
- (1) 2-door expansion door controller
- (2) Back up batteries
- (5) 26-bit Clamshell proximity cards\*\*
- All cabling and installation labor, testing and up to 90 minutes of system training and phone support for the first 30 days

*\*\*Additional proximity cards or FOBS are available for the following prices:*

- FOBS are available for \$6 each or \$160 per box of (25)\*\*
- 26-bit Wiegand cards are available for \$4.50 each or \$99 per box of (25)\*\*

*\*\* Excludes card enrollment - assumes client to enroll their own cards*

*Monthly Hosting and Software Licensing (not included in the install price below):*

*This system requires a subscription agreement with ProSec Integration for the cloud hosting and user software licensing. The monthly fee for this service is \$20 per month, per door, (\$40 per month for both doors on this proposed system). An optional full system warranty is also offered with this system for an additional \$5 per month per door, (electric strikes). The warranty covers all access control system hardware, including the access control (Cloud Node) main door panel, and the (1) secondary expansion panel for the life of the subscription. The total monthly including the monthly hosting and license fees and system warranty for all (2) doors is \$50.00 per month.*



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181 E 56th Ave, Suite 401  
Denver, CO 80216

Tel. (303)835-8100  
www.prosecalarm.com

**ESTIMATE NO. 33217**

**Video Surveillance System: \$9800.00**

The scope of work is for the installation of 11 camera system to monitor the interior and exterior of the building. The three interior cameras will be 5MP dome style IP cameras. Two of the interior cameras will replace the existing cameras, and an additional camera will be added to the system to cover the hallway outside of the restrooms. Four of the exterior cameras will be 8MP bullet style IP cameras, and the other four will be 8MP dome style IP cameras. All of the exterior cameras will replace existing cameras. The camera system will use an onsite NVR recorder with 20 Terabytes of storage. The camera system will allow for a minimum of 30 days of motion-based video storage. The system can be viewed via PC and/or mobile phone application.

Video AI can be activated on any of the cameras by adding a Turing Core AI License. The license costs \$90 per camera, per year. It gives you the ability to receive alerts for a person or vehicle of interest, search stored video for a person or vehicle of interest, receive a higher quality live view and playback, and it allows unlimited sharing, archiving, and downloading of video clips.

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<i>Thank you for this opportunity!</i>	<b>Total</b>	<b>\$12,500.00</b>
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**ProSec Integration, LLC**  
181 E 56th Ave, Suite 401  
Denver, CO 80216

Tel. (303)835-8100  
www.prosecalarm.com

### ACCEPTANCE OF QUOTATION NO. 33217

Timberline District Consulting  
650 Glen Creighton Drive  
#160  
Dacono CO 80514

**Date:** 11/28/2023  
**Salesperson:** Steve Blaser  
**Quote No:** 33217  
**Site:** Parkview Community Clubhouse  
**Valid For:** 30 Day(s)

**Please Note:**

Acceptance of this estimate is based on ProSec Integration LLC's standard service agreement terms and conditions. For a copy of our standard service agreement, contact our office at (303)835-8100.

I accept the quote as detailed above. I acknowledge that I have read and understand all the terms and conditions detailed with this proposal.

Signed: \_\_\_\_\_ for Timberline District Consulting

Name: \_\_\_\_\_ Date: \_\_\_\_\_

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*Thank you for this opportunity!* **Total** \$12,500.00

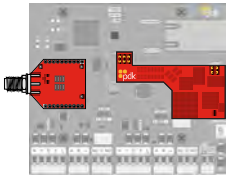
## High-Security Two Door Controller

PDK's Red™ 2 controller includes built-in Ethernet connectivity and self-discovery, simplifying ip configuration and functionality. Communication plug-and-play connection options are added by purchasing a Red WiMAC™ wireless or PoE++ Module Kit. The Red 2 is equipped with OSDP functionality, an on-board power supply, and a fully-supervised power circuit that monitors input, output, battery voltage, and overall controller health.



## Model

PN: R2



## Optional Module Add-On Kits

WiMAC Wireless Module | PN: RMW

PoE++ Module | PN: RMPOE

## Features

- advanced security**  
 ProdataKey Red™ products lead the industry in secure communication protocols. This includes OSDP, mobile, and encrypted credential communication.
- power monitoring**  
 Equipped with an on-board power supply, and a fully-supervised power circuit that monitors input, output, battery voltage, and overall controller health.
- plug'n'play connectivity**  
 All PDK Red devices were designed to be plug n' play. That means they're easy to install right out of the box. It's simple to add any device, no matter how large the job is.
- self discoverable**  
 The Red 2 will be automatically discovered by the Cloud Node when an Ethernet cable is connected; it is not necessary to enter the IP address; the device is self-discoverable.
- module kits**  
 Additional WiMAC and PoE++ plug-and-play connection kits can be added by purchasing the respective wireless or PoE kit. Plug the module into the PDK Red 2 board, and it's ready to go.
- system scalability**  
 Whether you need two doors or a thousand, the PDK Red 2 Controller gives you the flexibility to add more doors anytime, anywhere, on any device.

## Specifications

### Connections

Removable Screw-down Terminals  
Built-in Power Supply  
Industrial-grade 2A Form-C Relays (2)  
Reader (2)  
Input A (2)  
Input B (2)

### Communication Options

Ethernet  
WiMAC™ Wireless (2.4 GHz/ 802.15.4)  
PoE++  
Encryption: AES 128bit  
Wireless Range: 1 Mile LoS, 450ft indoor average

### Environmental

Temperature: -4° ~ +140° F / -20° ~ +60° C  
Humidity: 0 - 95% relative humidity non-condensing

### Enclosure

Dimensions (W x H x D) 10.4375" x 7.625" x 3"  
Metal lockable security can (indoor use only)

### Compliance

Conforms to UL 294



### Manufacturer's Limited Warranty

One to five-year warranty against defects in materials and workmanship. For full details, visit [www.prodatakey.com/warranty](http://www.prodatakey.com/warranty)

## Requirements

### Power

12V-24V DC Input  
14 VDC 2A 28 watt class 2 wall-wart power supply (Input supply to the board)  
Powers readers and other door hardware directly from the bus  
Operating Amperage: 35mA (Continuous amperage draw when idle)  
\* Battery not included but a backup battery must be installed to comply with UL 294.

Visit [www.prodatakey.com](http://www.prodatakey.com) or [www.prodatakey.com/resources](http://www.prodatakey.com/resources) to access marketing, installation, and support resources. For questions about the Red 2 Controller, please contact [support@prodatakey.com](mailto:support@prodatakey.com).

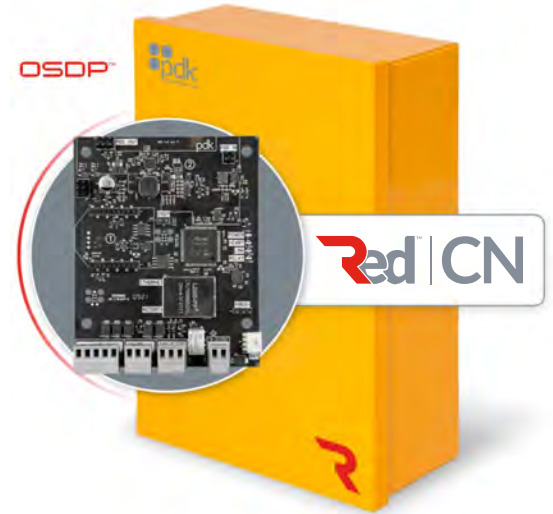
### High-Security Cloud Node

PDK's Red™ Cloud Node is the Main Controller and includes built-in Ethernet connectivity and self-discovery, simplifying IP configuration and functionality. With built-in plug-and-play connectivity options, additional network or WiMAC™ wireless controllers can be added in seconds. Red CN is equipped with OSDP functionality, an onboard power supply, and a fully supervised power circuit that monitors input, output, battery voltage, and overall controller health.








### Model

Ethernet PN: **RCNE**

Ethernet + Wireless PN: **RCNEW**



### Features

-  **advanced security**  
 ProdataKey Red™ products lead the industry in secure communication protocols. This includes OSDP, mobile, and encrypted credential communication.
-  **power monitoring**  
 Equipped with an on board power supply, and a fully-supervised power circuit that monitors input, output, battery voltage, and overall controller health.
-  **plug'n play connectivity**  
 All io devices were designed to be plug n' play. That means they're super easy to install right out of the box. It's easy to add in any io device, no matter how large the job is.
-  **automatic updates**  
 Experience future-proof access control that's always secure, and up-to-date features, and security enhancements become available.
-  **multi door**  
 In addition to connecting to our cloud platform, the cloud node doubles as a single door controller. It's the only device you need for a single door install. Connect to the network and door hardware for a streamlined installation.
-  **cloud platform**  
 Pdk.io provides the most powerful and streamlined access control platform on the market. Experience full configuration and management from any internet-connected device.
-  **system scalability**  
 Whether you need one door or a thousand, the PDK Red CN gives you the flexibility to add more doors anytime, anywhere, on any device.



## Specifications

### Connections

Removable Screw-down Terminals  
Built-in Power Supply  
Industrial-grade 2A Form-C Relay  
Reader  
Input A  
Input B

### Communication Options

Ethernet  
WiMAC™ Wireless (2.4 GHz/ 802.15.4)  
Encryption: AES 128bit  
Wireless Range: 1 Mile LoS, 450ft indoor average

### Environmental

Temperature: -4° ~ +140° F / -20° ~ +60° C  
Humidity: 0 - 95% relative humidity  
non-condensing

### Enclosure

Dimensions (W x H x D) 10.4375" x 7.625" x 3"  
Metal lockable security can (indoor use only)

### Compliance

Conforms to UL 294



### Manufacturer's Limited Warranty

One to five-year warranty against defects in materials and workmanship. For full details, visit [www.prodatakey.com/warranty](http://www.prodatakey.com/warranty)

## Requirements

### Power

12V-24V DC Input  
14 VDC 2A 28 watt class 2 wall-wart power supply (Input supply to the board)  
Powers readers and other door hardware directly from the bus.  
Operating Amperage: 200mA (Continuous amperage draw when idle)  
\* Battery not included, but a backup battery must be installed to comply with UL 294.

# TP-MFD5A28

5MP HD TwilightVision™ IR Fixed Dome Network Camera



## Key Features

- ✓ 1/2.7" progressive scan CMOS
- ✓ TwilightVision™
- ✓ Max. 5MP(2880×1620) @30/25fps resolution
- ✓ Turing cloud-ready with Smart NVR series and Turing bridge/servers
- ✓ Support 256 G microSD card
- ✓ Smart IR up to 30m
- ✓ IP67, WDR, PoE, IK10



## SPECIFICATIONS

CAMERA	
IMAGE SENSOR	1/2.7", 5.0 megapixel, progressive scan, CMOS
LENS	2.8mm@F1.6
ANGLE OF VIEW (H)	96.1 °
ADJUSTMENT ANGLE	Pan:3° ~ 360°, Tilt:0° ~ 68°, Rotate:3° ~ 360°
ELECTRONIC SHUTTER	Auto/Manual, 1 ~ 1/100000s
MINIMUM ILLUMINATION	Color: 0.003Lux (F1.6, AGC ON), 0Lux with IR
DAY/NIGHT	IR-cut filter with auto switch (ICR)
S/N RATIO	>56dB
IR RANGE	Up to 30m (98ft) IR range
IR WAVELENGTH	850nm
WIDE DYNAMIC RANGE	120 dB
VIDEO & AUDIO	
VIDEO COMPRESSION	Ultra 265, H.265, H.264, MJPEG
RESOLUTION & FRAME RATE	Main Stream: 5MP (2880*1620), Max 30fps; 4MP (2560*1440), Max 30fps; 3MP (2304*1296), Max 30fps; 1080P (1920*1080), Max 30fps
	Sub Stream: 720P (1280*720), Max 30fps; D1 (720*576), Max 30fps; 640*360, Max 30fps; 2CIF(704*288), Max 30fps; CIF(352*288), Max 30fps
	Third Stream: D1 (720*576), Max 30fps; 640*360, Max 30fps; 2CIF(704*288), Max 30fps; CIF(352*288), Max 30fps
IMAGE ROTATION	Supported
WHITE BALANCE	Auto/Outdoor/Fine Tune/Sodium Lamp/Locked/Auto2
NOISE REDUCTION	2D/3D DNR
AUDIO COMPRESSION	G.711
AUDIO SAMPLING RATE	8KHZ
VIDEO INTELLIGENCE	Line crossing detection, Intrusion detection, enter area detection, exit area detection, and face capture

INTERFACES	
LOCAL STORAGE	microSD, up to 256GB
AUDIO I/O	Input: impedance 35kΩ; amplitude 2V [p-p] Output: impedance 600Ω; amplitude 2V [p-p]
ALARM I/O	1/1
NETWORK INTERFACE	1 RJ45 10M/100M Base-TX Ethernet
NETWORK PROTOCOLS	IPv4, IGMP, ICMP, ARP, TCP, UDP, DHCP, RTP, RTSP, RTCP, DNS, DDNS, NTP, FTP, UPnP, HTTP, HTTPS, SMTP, SSL, SNMP
3RD-PARTY COMPATIBILITY	ONVIF (Profile S, Profile G, Profile T), API
SUPPORTED BROWSER	Plug-in required live view: IE9+, Chrome 41 and below, Firefox 52 and below.
	Plug-in free live view: Chrome 57.0+, Firefox 58.0+, Edge 16+, Safari 11+

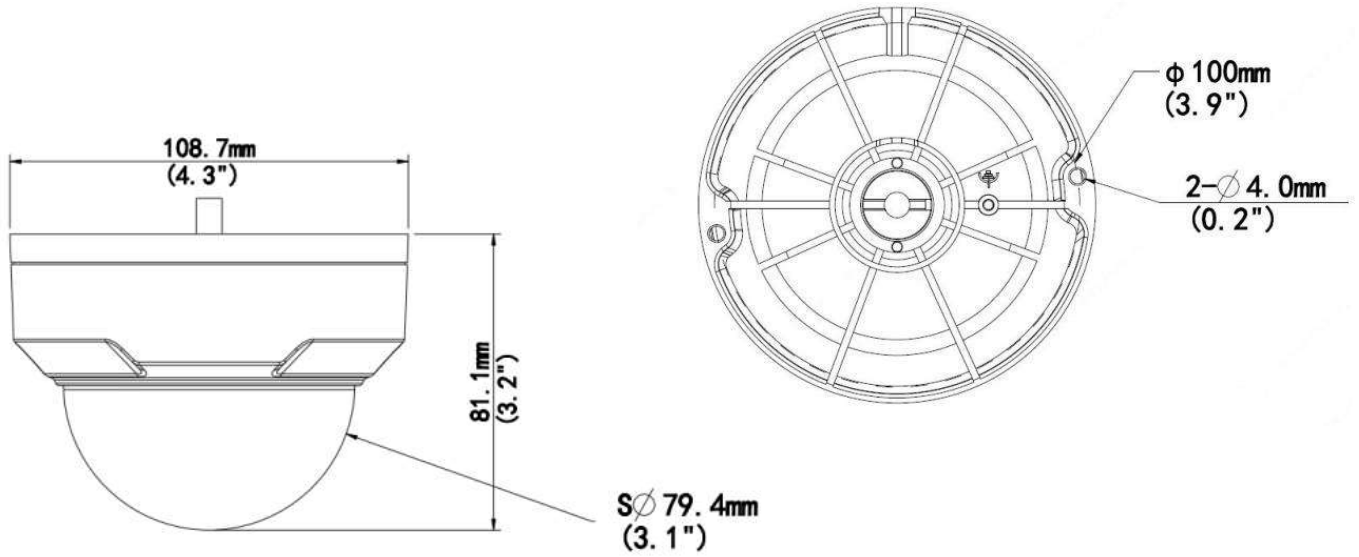
CERTIFICATIONS	
CERTIFICATIONS	CE: EN 60950-1 UL: UL60950-1 FCC: FCC Part 15

GENERAL	
POWER REQUIREMENT	DC 12V±25%, PoE (IEEE 802.3af)
POWER CONSUMPTION	Max 4.5W
DIMENSIONS	Φ108.7 x 81.1mm (Φ 4.3" x 3.2")
NET WEIGHT	0.425kg (0.93lbs)
MATERIAL	Metal +Plastic
WORKING ENVIRONMENT	-30°C ~ 60°C (-22°F ~ 140°F), Humidity: ≤95% RH (non-condensing)
WATER PROTECTION	IP67
VANDAL PROTECTION	IK10

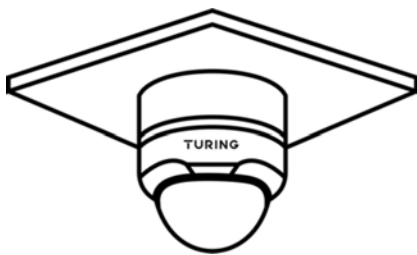
**COMPATIBLE NVRs**  
 Turing Smart NVR series, including TR-MRP042T, TR-MRP082T, TR-MRP164T, and TR-MRP328T



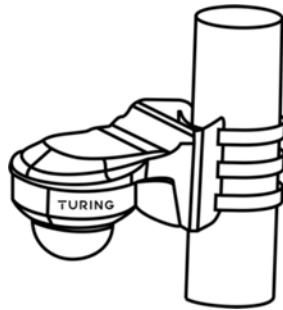
## DIMENSIONS



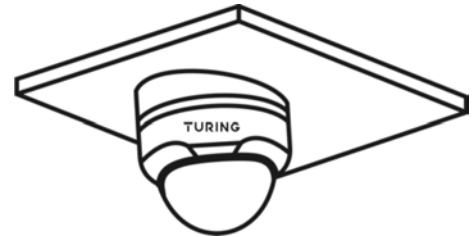
## MOUNTING



Junction Box: TP-EFDJB



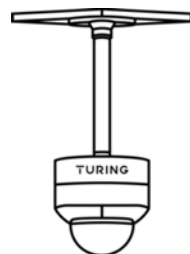
Pole Mount: TP-UDPM  
Wall Mount: TP-EFDWM



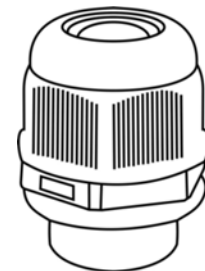
Tilted Mount: TP-EFDTM



Wall Mount: TP-EFDWM



Pole Mount: TP-AIPMB  
Junction Box: TP-EFDJB  
Optional Extensions: TP-IPME2 (9") & TP-IPME5 (22")



Optional Cable Gland: TP-UWPJ



# TP-MMB8AV2

8MP HD TwilightVision™ IR VF Bullet Network Camera



## KEY FEATURES

- ✓ **TwilightVision™** technology superior low-light performance
- ✓ Up to 50m (164 ft) IR LED range
- ✓ On-board person & vehicle detection & intrusion filter
- ✓ Includes Turing Vision VSaaS license
- ✓ 30-day event clip cloud storage
- ✓ People & vehicle attribute search in the cloud
- ✓ Requires Turing SMART series NVR



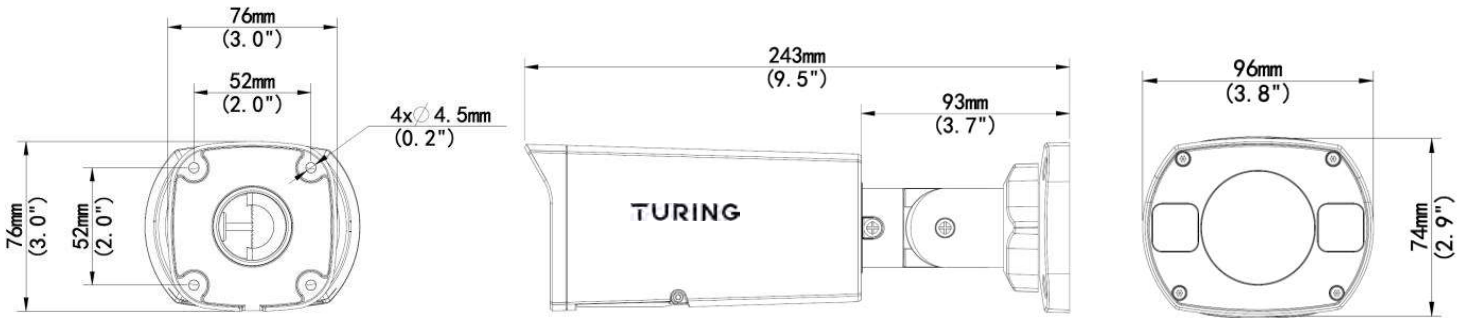
# SPECIFICATIONS

CAMERA	
Sensor	1/2.8", 8.0 megapixel, progressive scan, CMOS
Lens	2.8 ~ 12mm, AF automatic focusing and motorized zoom lens
Angle of view (H)	107.4° ~ 29.2°
Angle of View (V)	54.2° ~ 16.3°
Angle of View (O)	111.0° ~ 33.1°
Adjustment angle	Pan: 0° ~ 360°    Tilt: 0° ~ 90°    Rotate: 0° ~ 360°
Shutter	Auto/Manual, 1 ~ 1/100000s
Minimum Illumination	Cooler: 0.003Lux (F1.6, AGC ON)
Day/Night	IR-cut filter with auto switch (ICR)
Digital Noise Reduction	2D/3D DNR
S/N	>56 dB
IR Range	Up to 50m (164ft) IR range
Wavelength	850nm
IR On/Off Control	Auto/Manual
Defog	Digital Defog
WDR	120dB
VIDEO	
Video Compression	Ultra 265, H.265, H.264, MJPEG
H.264 code profile	Baseline profile, Main profile, High profile
Frame Rate	Main Stream: 8MP (3840*2160), Max 20fps; 5MP (3072*1728), Max 30fps; 4MP (2560*1440), Max 30fps; 1080P (1920*1080), Max 30fps; Sub Stream: 1080P (1920*1080), Max 30fps; 720P (1280*720), Max 30fps; D1 (720*576), Max 30fps; 640*360, Max 30fps; 2CIF(704*288), Max 30fps; CIF(352*288), Max 30fps; Third Stream: D1 (720*576), Max 30fps; 640*360, Max 30fps; 2CIF(704*288), Max 30fps; CIF(352*288), Max 30fps;
Video Bit Rate	128 Kbps~16 Mbps
OSD	Up to 8 OSDs
Privacy Mask	Up to 4 areas
ROI	Up to 8 areas
Motion Detection	Up to 4 areas
IMAGE	
White Balance	Auto/Outdoor/Fine Tune/Sodium Lamp/Locked/Auto2
Smart IR	Yes
Flip	Normal/Vertical/Horizontal/180°/90°Clockwise/90°Anti-clockwise
De-warping	Yes
HLC	Yes
BLC	Yes

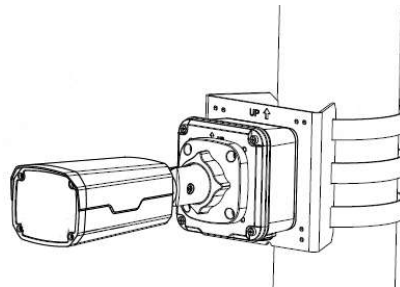
AUDIO	
Audio Compression	G.711
Two-way audio	Yes
Suppression	Supported
Sampling Rate	8KHZ
STORAGE	
Edge Storage	Micro SD, up to 256GB
Network Storage	ANR
INTELLIGENCE	
Smart intrusion Prevention	Cross line, intrusion, enter area detection
Supported NVR	Turing SMART NVR: TR-MR(P) models
NETWORK	
Protocols	IPv4, IGMP, ICMP, ARP, TCP, UDP, DHCP, PPPoE, RTP, RTSP, RTCP, DNS, DDNS, NTP, FTP, UPnP, HTTP, HTTPS, SMTP, 802.1x, SNMP, QoS
Compatible Integration	ONVIF (Profile S, Profile G, Profile T), API
Web Browser	Plug-in required live view: IE9+, Chrome 41 and below, Firefox 52 and below Plug-in free live view: Chrome 57.0+, Firefox 58.0+, Edge 16+, Safari 11+
INTERFACES	
Audio I/O	1 Input: impedance 35kΩ; amplitude 2V [p-p] 1 Output: impedance 600Ω; amplitude 2V [p-p]
Network	1 RJ45 10M/100M Base-TX Ethernet
CERTIFICATIONS	
Certifications	CE: EN 60950-1 UL: UL60950-1 FCC: FCC Part 15
GENERAL	
Power	DC 12V±25%, PoE (IEEE 802.3af) Power consumption: Max 10.5W
Dimensions (L × W × H)	243 × 96 × 74mm (9.6" × 3.8" × 2.9")
Net Weight	0.92kg (2.03lb)
Material	Metal
Working Environment	-30°C ~ 60°C (-22°F ~ 140°F), Humidity: ≤95% RH (non-condensing)
Storage Environment	-30°C ~ 60°C (-22°F ~ 140°F), Humidity: ≤95% RH (non-condensing)
Surge Protection	6KV
Ingress Protection	IP67
Vandal Resistant	IK10
Reset Button	N/A



## DIMENSIONS



## MOUNTING



Pole Mount: TP-FCBPM

Junction Box: TP-MBJB



Optional Cable Gland: TP-UWPJ



# TP-MMD8MV2

8MP HD TwilightVision™ IR VF Dome Network Camera



## KEY FEATURES

- ✓ To be used with SMART Series NVR with Turing Vision Cloud
- ✓ 2.8~12mm Motorized Lens
- ✓ Max. 8MP (3840\*2160)@20fps
- ✓ **TwilightVision™** technology superior low-light performance
- ✓ Built-in Mic
- ✓ Smart IR, up to 40m (131 ft)
- ✓ Supports 256 G Micro SD card
- ✓ IP67, IK10, PoE





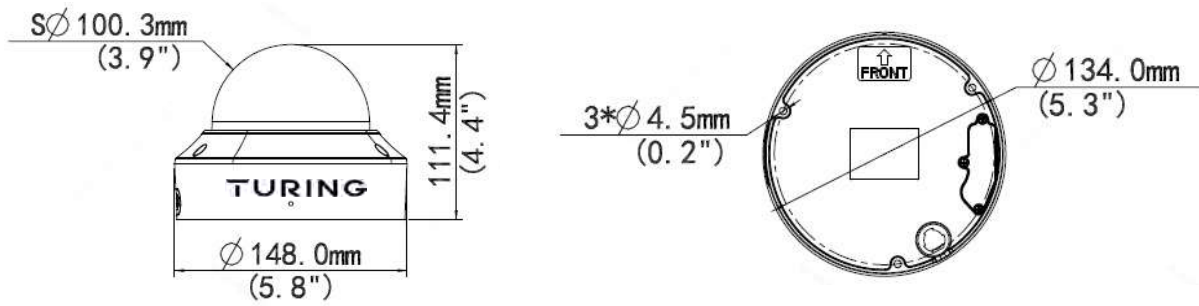
# SPECIFICATIONS

CAMERA	
Sensor	1/2.8", 8.0 megapixel, progressive scan, CMOS
Lens	2.8 ~ 12mm, AF automatic focusing and motorized zoom lens
Angle of View (H)	107.4° ~ 29.2°
Angle of View (V)	54.2° ~ 16.3°
Angle of View (O)	111.0° ~ 33.1°
Adjustment angle	Pan: 0° ~ 355°      Tilt: 0° ~ 80°      Rotate: 0° ~ 355°
Shutter	Auto/Manual, 1 ~ 1/100000s
Minimum Illumination	Color: 0.003Lux (F1.6, AGC ON) 0Lux with IR on
Day/Night	IR-cut filter with auto switch (ICR)
Digital Noise Reduction	2D/3D DNR
S/N	>56dB
IR Range	Up to 40m (131ft) IR range
Wavelength	850nm
IR On/Off Control	Auto/Manual
Defog	Digital Defog
WDR	120dB
VIDEO	
Video Compression	Ultra 265, H.265, H.264, MJPEG
H.264 code profile	Baseline profile, Main profile, High profile
Frame Rate	Main Stream: 8MP (3840*2160), Max 20fps; 5MP (3072*1728), Max 30fps; 4MP (2560*1440), Max 30fps; 1080P (1920*1080), Max 30fps; Sub Stream: 1080P (1920*1080), Max 30fps; 720P (1280*720), Max 30fps; D1 (720*576), Max 30fps; 640*360, Max 30fps; 2CIF(704*288), Max 30fps; CIF(352*288), Max 30fps; Third Stream: D1 (720*576), Max 30fps; 640*360, Max 30fps; 2CIF(704*288), Max 30fps; CIF(352*288), Max 30fps;
Video Bit Rate	128 Kbps~16 Mbps
OSD	Up to 8 OSDs
Privacy Mask	Up to 4 areas
ROI	Up to 8 areas
Motion Detection	Up to 4 areas
IMAGE	
White Balance	Auto/Outdoor/Fine Tune/Sodium Lamp/Locked/Auto2
Smart IR	Support
Flip	Normal/Vertical/Horizontal/180°/90°Clockwise/90°Anti-clockwise
De-warping	Supported
HLC	Supported
BLC	Supported

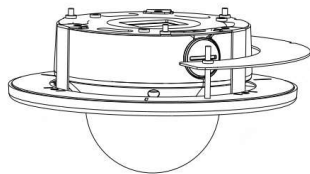
AUDIO	
Audio Compression	G.711
Two-way audio	Supported
Suppression	Supported
Sampling Rate	8KHZ
STORAGE	
Edge Storage	Micro SD, up to 256GB
Network Storage	ANR
INTELLIGENCE	
Smart intrusion Prevention	Cross line, intrusion, enter area detection
Compatible NVR	Turing SMART NVR: TR-MR(P) models
EVENTS	
Basic Detection	Motion detection, tampering alarm, audio detection
General Function	Watermark, IP address filtering, tampering alarm, alarm input, alarm output, access policy, ARP protection, RTSP authentication, user authentication
Protocols	IPv4, IGMP, ICMP, ARP, TCP, UDP, DHCP, PPPoE, RTP, RTSP, RTCP, DNS, DDNS, NTP, FTP, UPnP, HTTP, HTTPS, SMTP, 802.1x, SNMP, QoS
Compatible Integration	ONVIF (Profile S, Profile G, Profile T), API
Web Browser	Plug-in required live view: IE9+, Chrome 41 and below, Firefox 52 and below Plug-in free live view: Chrome 57.0+, Firefox 58.0+, Edge 16+, Safari 11+
INTERFACES	
Audio I/O	Input: impedance 35kΩ; amplitude 2V [p-p] Output: impedance 600Ω; amplitude 2V [p-p]
Alarm I/O	1/1
Built-in Mic	Supported
Network	1 RJ45 10M/100M Base-TX Ethernet
CERTIFICATIONS	
Certifications	CE: EN 60950-1 UL: UL60950-1 FCC: FCC Part 15
GENERAL	
Power	DC 12V±25%, PoE (IEEE 802.3af) Power consumption: Max 9.0W
Dimensions (Ø x H)	Ø148 x 111.4mm (Ø5.8" x 4.4")
Net Weight	0.97kg (2.14lb)
Material	Metal + Plastic
Working Environment	-30°C ~ 60°C (-22°F ~ 140°F), Humidity: ≤95% RH (non-condensing)
Storage Environment	-30°C ~ 60°C (-22°F ~ 140°F), Humidity: ≤95% RH (non-condensing)
Surge Protection	2KV
Ingress Protection	IP67
Vandal Resistant	IK10
Reset Button	Supported



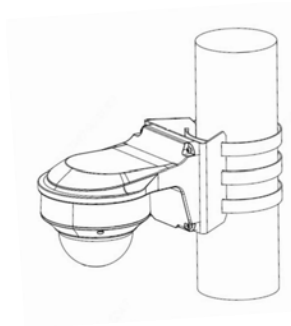
## DIMENSIONS



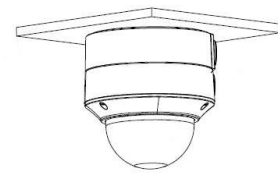
## MOUNTING



Ceiling Mount:  
TP-MDRM



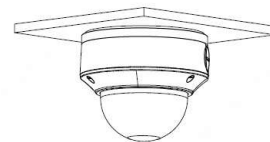
Pole Mount:  
TP-UDPM  
Wall Mount:  
TP-MDMW  
w/ Junction Box:  
TP-MDWJ



Junction Box:  
TP-MDJB



Optional Cable Gland:  
TP-UDPM



Gang Box Plate:  
TP-MDEP



# TR-MRP164T

## Network Video Recorder



### Key Features

- ✓ Support Ultra265/H.265/H.264 video formats
- ✓ 16-channel input
- ✓ Support HDMI and VGA simultaneous output
- ✓ Turing cloud-ready with Smart NVR series and Turing bridge/servers
- ✓ Up to 8MP resolution
- ✓ 2 SATA HDDs, up to 10TB for each HDD
- ✓ Support cloud upgrade



## SPECIFICATIONS

Network	
Incoming Bandwidth	160Mbps
Outgoing Bandwidth	64Mbps
Remote Users	128
Protocols	P2P, UPnP, NTP, DHCP, PPPoE

VIDEO/AUDIO	
IP Video Input	16-ch
Two-way Audio Input	1-ch, RCA
HDMI/VGA Output	HDMI: 4K (3840x2160@30), 1920X1080@60, 1920X1080@50, 1600X1200@60, 1280X1024@60, 1280X720@60, 1024X768@60 VGA: 1920X1080@60, 1920X1080@50, 1280X1024@60, 1280X720@60, 1024X768@60
Recording Resolution	8MP/6MP/5MP/4MP/3MP/1080p/960p/720p/D1/2CIF/CIF
Audio Output	1-ch, RCA
Synchronous Playback	16-ch
Corridor Mode Screen	3/4/5/7/9/10/12/16

Decoding	
Decoding Format	Ultra 265, H.265, H.264
Live View Playback	8MP/6MP/5MP/4MP/3MP/1080p/960p/720p/D1/2CIF/CIF
Capability	2 x 4K@30, 4x 4MP@30, 5 x 3MP@30, 8 x 1080P @30, 16 x 720P@30

Hard Disk	
SATA	2 SATA interfaces
Capacity	Up to 10 TB for each disk

External Interface	
NETWORK INTERFACE	1 RJ45 10M/100M/1000M self-adaptive Ethernet Interface
USB Interface	Front panel: 1 x USB2.0, Rear panel: 1 x USB3.0
Alarm In	4-ch
Alarm	1-ch

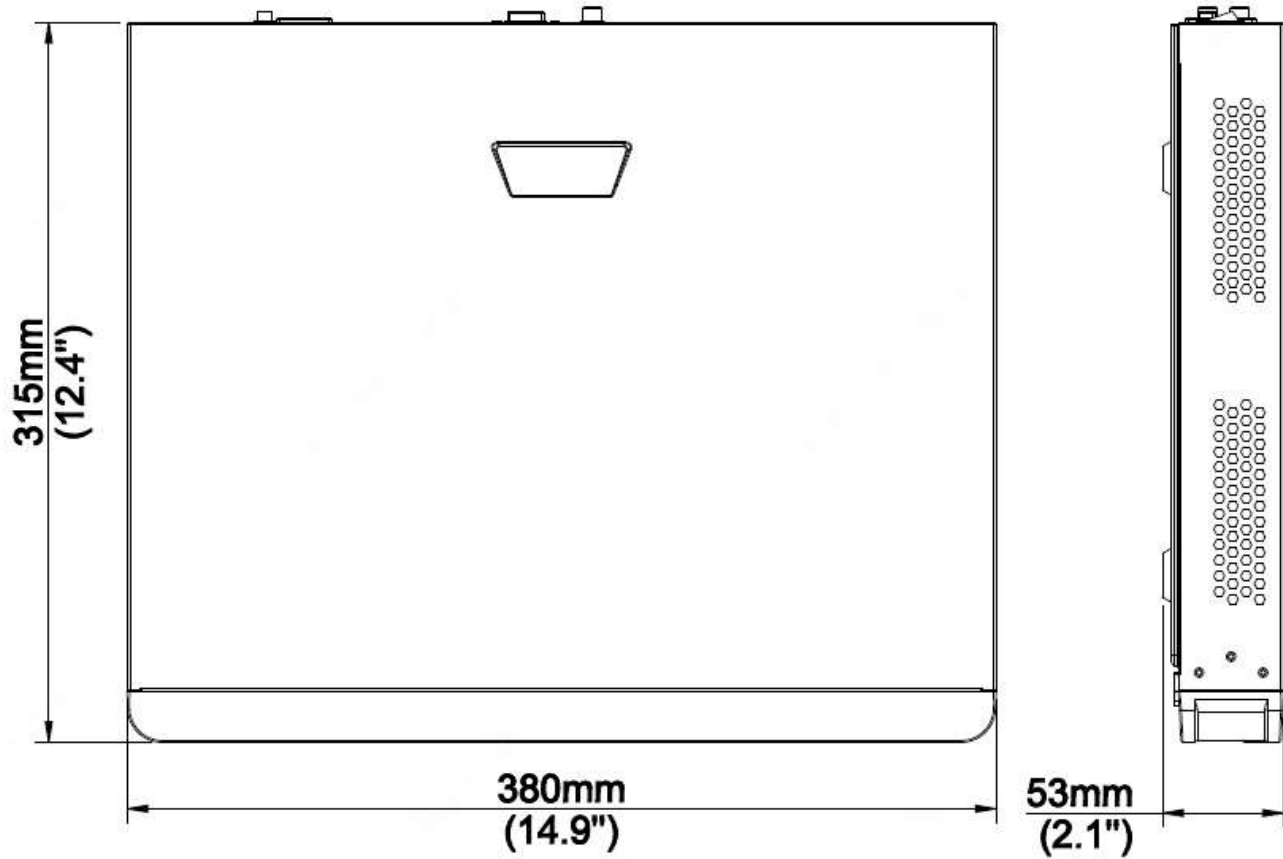
PoE	
Interface	16 RJ-45 10M/100M self-adaptive Ethernet Interface
Max Power	Max 30W for single port Max 240W total
Supported Standard	IEEE 802.3af/at

GENERAL	
Power Supply	100 ~ 240 V AC Power Consumption: ≤10W(without HDD)
Working Environment	-10°C~+ 55°C (+14°F~+131°F), Humidity ≤ 90% RH (non-condensing)
DIMENSIONS	380mm x315mm x 53mm (14.9" x 12.4" x2.1")
NET WEIGHT	≤2.6kg (5.73lb)

COMPATIBILITY	
ONVIF	Supported
Recommended Turing Cameras	SMART Series Only

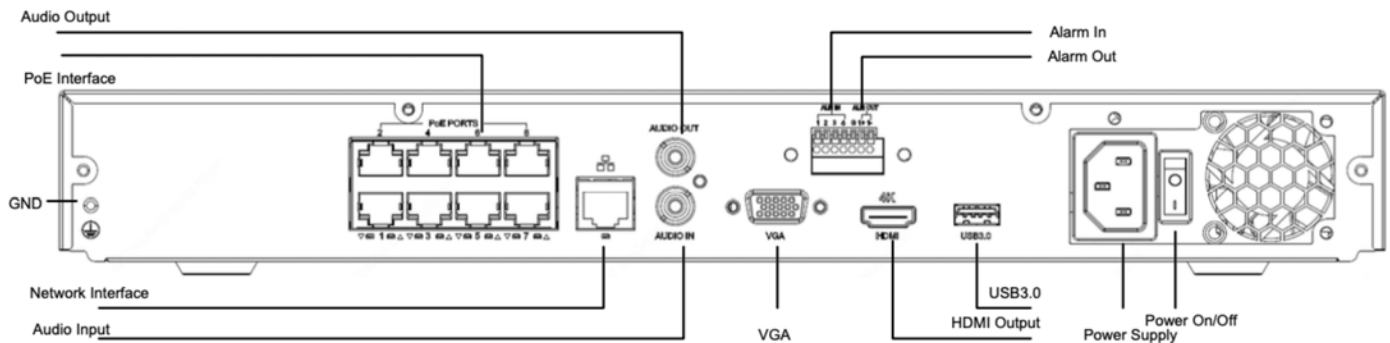


## DIMENSIONS



## REAR PANEL

(Example shown is TR-MRP082T)





ProSec Integration, LLC  
181 E 56th Ave, Suite 401  
Denver, CO 80216

Tel. (303)835-8100  
www.prosecalarm.com

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## ESTIMATE NO. 33218

Timberline District Consulting  
650 Glen Creighton Drive  
#160  
Dacono CO 80514

**Date:** 11/28/2023  
**Salesperson:** Steve Blaser  
**Quote No:** 33218  
**Site:** TownView Community Clubhouse  
**Valid For:** 30 Day(s)

### Re: TownView Community Clubhouse

#### Description

*The scope of work includes all parts, material, installation labor, programming, end user training, and applicable taxes.*

#### **Access Control System by PDK: \$4600.00**

*The scope of work is for the sale and complete installation of a 4-door cloud-based managed access control system by Pro Data Key. This system is designed to outfit the clients (4) doors in the community clubhouse. The scope of work is to replace the existing access control system using the existing readers and electronic strikes, except for the community room door that is not functioning properly. The system is cloud-based, which offers the most modern system features for a commercial access control system, along with an intuitive, user-friendly mobile interface, allowing for end user admin management of the system via PC or mobile device.*

*This proposal includes the following materials:*

- (1) Cloud Node access control system panel
- (1) 4-door expansion door controller
- (1) Outdoor single gang style card reader
- (1) HES Series 5000 electric strike
- (2) Back up batteries
- (5) 26-bit Clamshell proximity cards\*\*
- Up to 200 LF of (each) 18/6 access control card reader cable and 16/2 power cable
- Up to 50 LF of CAT5E cable for the Ethernet connection to the cloud node
- All cabling and installation labor, testing and up to 90 minutes of system training and phone support for the first 30 days

*\*\*Additional proximity cards or FOBS are available for the following prices:*

- FOBS are available for \$6 each or \$160 per box of (25)\*\*
- 26-bit Wiegand cards are available for \$4.50 each or \$99 per box of (25)\*\*

*\*\* Excludes card enrollment - assumes client to enroll their own cards*

*Monthly Hosting and Software Licensing (not included in the install price below):*

*This system requires a subscription agreement with ProSec Integration for the cloud hosting and user software licensing.*



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www.prosecalarm.com

## ESTIMATE NO. 33218

*The monthly fee for this service is \$20 per month, per door, (\$80 per month for all 4 doors on this proposed system). An optional full system warranty is also offered with this system for an additional \$5 per month per door, (electric strikes). The warranty covers all access control system hardware, including the access control (Cloud Node) main door panel, and the (1) secondary expansion panel for the life of the subscription. The total monthly including the monthly hosting and license fees and system warranty for all (4) doors is \$100.00 per month.*

### **Video Surveillance System: \$6400.00**

The scope of work is for the installation of an 8-camera system to monitor the interior and exterior of the building. Three of the cameras will be 8MP turret style IP cameras replacing the existing cameras on the exterior of the building. The 5 interior cameras will be 5MP dome style IP cameras replacing the existing cameras. The camera system will use an onsite NVR recorder with 14 Terabytes of storage. The camera system will allow for a minimum of 30 days of motion-based video storage. The system can be viewed via PC and/or mobile phone application.

Video AI can be activated on any of the cameras by adding a Turing Core AI License. The license costs \$90 per camera, per year. It gives you the ability to receive alerts for a person or vehicle of interest, search stored video for a person or vehicle of interest, receive a higher quality live view and playback, and it allows unlimited sharing, archiving, and downloading of video clips.

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<i>Thank you for this opportunity!</i>	<b>Total</b>	<b>\$11,000.00</b>
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**ProSec Integration, LLC**  
181 E 56th Ave, Suite 401  
Denver, CO 80216

Tel. (303)835-8100  
www.prosecalarm.com

### ACCEPTANCE OF QUOTATION NO. 33218

Timberline District Consulting  
650 Glen Creighton Drive  
#160  
Dacono CO 80514

**Date:** 11/28/2023  
**Salesperson:** Steve Blaser  
**Quote No:** 33218  
**Site:** TownView Community Clubhouse  
**Valid For:** 30 Day(s)

**Please Note:**

Acceptance of this estimate is based on ProSec Integration LLC's standard service agreement terms and conditions. For a copy of our standard service agreement, contact our office at (303)835-8100.

I accept the quote as detailed above. I acknowledge that I have read and understand all the terms and conditions detailed with this proposal.

Signed: \_\_\_\_\_ for Timberline District Consulting

Name: \_\_\_\_\_ Date: \_\_\_\_\_

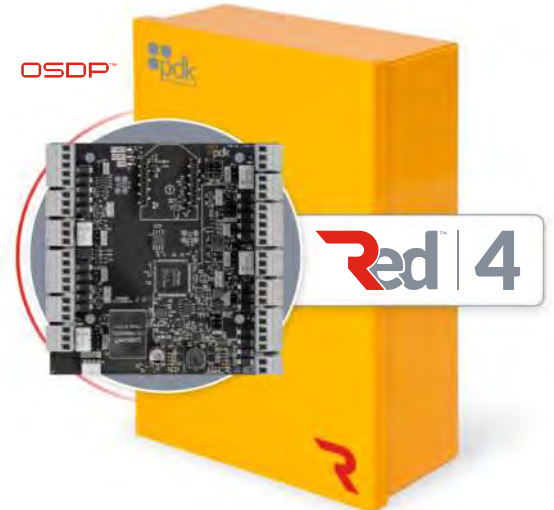
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*Thank you for this opportunity!* **Total** \$11,000.00



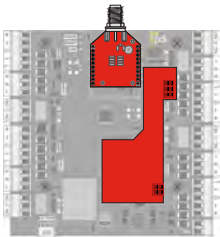
### High-Security Four-Door Controller

Pdk's Red™ 4 controller includes built-in Ethernet connectivity and self-discovery, simplifying IP configuration and functionality. Additional plug-and-play connection options are available by simply purchasing a Red WiMAC™ wireless or PoE++ Module Kit. The Red 4 is equipped with OSDP functionality, an onboard power supply, and a fully-supervised power circuit that monitors input, output, battery voltage, and overall controller health.



### Model

PN: R4



### Optional Module Add-On Kits

WiMAC Wireless Module | PN: RMW

PoE++ Module | PN: RMPOE

### Features

- advanced security**  
 ProdataKey Red™ products lead the industry in secure communication protocols. This includes OSDP, mobile, and encrypted credential communication.
- power monitoring**  
 Equipped with an onboard power supply and a fully-supervised power circuit that monitors input, output, battery voltage, and overall controller health.
- plug'n'play connectivity**  
 All PDK Red devices were designed to be plug n' play. That means they're easy to install right out of the box. It's simple to add any device, no matter how large the job is.
- self discoverable**  
 The Red 4 will be automatically discovered by the Cloud Node when an Ethernet cable is connected; it is not necessary to enter the IP address; the device is self-discoverable.
- module kits**  
 Additional WiMAC and PoE++ plug-and-play connection kits can be added by purchasing the respective wireless or PoE kit. Plug the module into the PDK Red 4 board, and it's ready to go.
- system scalability**  
 Whether you need two doors or a thousand, the PDK Red 4 Controller gives you the flexibility to add more doors anytime, anywhere, on any device.

## Specifications

### Connections

Removable Screw-down Terminals  
Built-in Power Supply  
Industrial-grade 2A Form-C Relays (4)  
Reader (4)  
Input A (4)  
Input B (4)

### Communication Options

Ethernet  
WiMAC™ Wireless (2.4 GHz/ 802.15.4)  
PoE++  
Encryption: AES 128bit  
Wireless Range: 1 Mile LoS, 450ft indoor average

### Environmental

Temperature: -4° ~ +140° F / -20° ~ +60° C  
Humidity: 0 - 95% relative humidity non-condensing

### Enclosure

Dimensions (W x H x D) 10.4375" x 7.625" x 3"  
Metal lockable security can (indoor use only)

### Compliance

Conforms to UL 294



### Manufacturer's Limited Warranty

One to five-year warranty against defects in materials and workmanship. For full details, visit [www.prodatakey.com/warranty](http://www.prodatakey.com/warranty)

## Requirements

### Power

12V-24V DC Input  
12 VDC 5A 60 watt class 2 wall-wart power supply (Input supply to the board)  
Powers readers and other door hardware directly from the bus  
Operating Amperage: 35mA (Continuous amperage draw when idle)  
\*12V 8ah backup battery not included but is required to comply with UL 294.

Visit [www.prodatakey.com](http://www.prodatakey.com) or [www.prodatakey.com/resources](http://www.prodatakey.com/resources) to access marketing, installation, and support resources. For questions about the Red 4 Controller, please contact [support@prodatakey.com](mailto:support@prodatakey.com).

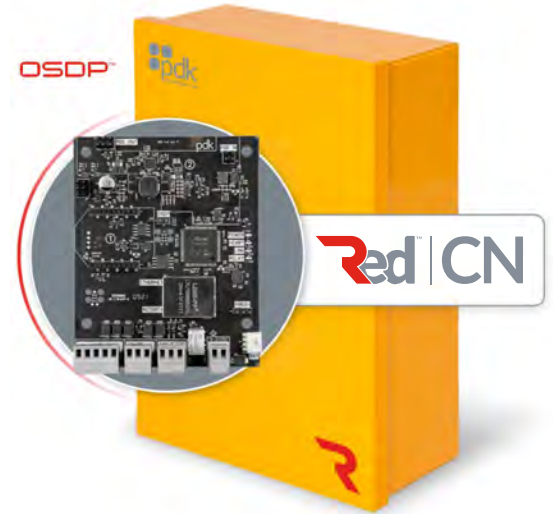
### High-Security Cloud Node

PDK's Red™ Cloud Node is the Main Controller and includes built-in Ethernet connectivity and self-discovery, simplifying IP configuration and functionality. With built-in plug-and-play connectivity options, additional network or WiMAC™ wireless controllers can be added in seconds. Red CN is equipped with OSDP functionality, an onboard power supply, and a fully supervised power circuit that monitors input, output, battery voltage, and overall controller health.








### Model

Ethernet PN: **RCNE**

Ethernet + Wireless PN: **RCNEW**



### Features

-  **advanced security**  
 ProdataKey Red™ products lead the industry in secure communication protocols. This includes OSDP, mobile, and encrypted credential communication.
-  **power monitoring**  
 Equipped with an on board power supply, and a fully-supervised power circuit that monitors input, output, battery voltage, and overall controller health.
-  **plug'n play connectivity**  
 All io devices were designed to be plug n' play. That means they're super easy to install right out of the box. It's easy to add in any io device, no matter how large the job is.
-  **automatic updates**  
 Experience future-proof access control that's always secure, and up-to-date features, and security enhancements become available.
-  **multi door**  
 In addition to connecting to our cloud platform, the cloud node doubles as a single door controller. It's the only device you need for a single door install. Connect to the network and door hardware for a streamlined installation.
-  **cloud platform**  
 Pdk.io provides the most powerful and streamlined access control platform on the market. Experience full configuration and management from any internet-connected device.
-  **system scalability**  
 Whether you need one door or a thousand, the PDK Red CN gives you the flexibility to add more doors anytime, anywhere, on any device.

## Specifications

### Connections

Removable Screw-down Terminals  
Built-in Power Supply  
Industrial-grade 2A Form-C Relay  
Reader  
Input A  
Input B

### Communication Options

Ethernet  
WiMAC™ Wireless (2.4 GHz/ 802.15.4)  
Encryption: AES 128bit  
Wireless Range: 1 Mile LoS, 450ft indoor average

### Environmental

Temperature: -4° ~ +140° F / -20° ~ +60° C  
Humidity: 0 - 95% relative humidity  
non-condensing

### Enclosure

Dimensions (W x H x D) 10.4375" x 7.625" x 3"  
Metal lockable security can (indoor use only)

### Compliance

Conforms to UL 294



### Manufacturer's Limited Warranty

One to five-year warranty against defects in materials and workmanship. For full details, visit [www.prodatakey.com/warranty](http://www.prodatakey.com/warranty)

## Requirements

### Power

12V-24V DC Input  
14 VDC 2A 28 watt class 2 wall-wart power supply (Input supply to the board)  
Powers readers and other door hardware directly from the bus.  
Operating Amperage: 200mA (Continuous amperage draw when idle)  
\* Battery not included, but a backup battery must be installed to comply with UL 294.

# TP-MFD5A28

5MP HD TwilightVision™ IR Fixed Dome Network Camera



## Key Features

- ✓ 1/2.7" progressive scan CMOS
- ✓ TwilightVision™
- ✓ Max. 5MP(2880×1620) @30/25fps resolution
- ✓ Turing cloud-ready with Smart NVR series and Turing bridge/servers
- ✓ Support 256 G microSD card
- ✓ Smart IR up to 30m
- ✓ IP67, WDR, PoE, IK10



## SPECIFICATIONS

CAMERA	
IMAGE SENSOR	1/2.7", 5.0 megapixel, progressive scan, CMOS
LENS	2.8mm@F1.6
ANGLE OF VIEW (H)	96.1 °
ADJUSTMENT ANGLE	Pan:3° ~ 360°, Tilt:0° ~ 68°, Rotate:3° ~ 360°
ELECTRONIC SHUTTER	Auto/Manual, 1 ~ 1/100000s
MINIMUM ILLUMINATION	Color: 0.003Lux (F1.6, AGC ON), 0Lux with IR
DAY/NIGHT	IR-cut filter with auto switch (ICR)
S/N RATIO	>56dB
IR RANGE	Up to 30m (98ft) IR range
IR WAVELENGTH	850nm
WIDE DYNAMIC RANGE	120 dB
VIDEO & AUDIO	
VIDEO COMPRESSION	Ultra 265, H.265, H.264, MJPEG
RESOLUTION & FRAME RATE	Main Stream: 5MP (2880*1620), Max 30fps; 4MP (2560*1440), Max 30fps; 3MP (2304*1296), Max 30fps; 1080P (1920*1080), Max 30fps
	Sub Stream: 720P (1280*720), Max 30fps; D1 (720*576), Max 30fps; 640*360, Max 30fps; 2CIF(704*288), Max 30fps; CIF(352*288), Max 30fps
	Third Stream: D1 (720*576), Max 30fps; 640*360, Max 30fps; 2CIF(704*288), Max 30fps; CIF(352*288), Max 30fps
IMAGE ROTATION	Supported
WHITE BALANCE	Auto/Outdoor/Fine Tune/Sodium Lamp/Locked/Auto2
NOISE REDUCTION	2D/3D DNR
AUDIO COMPRESSION	G.711
AUDIO SAMPLING RATE	8KHZ
VIDEO INTELLIGENCE	Line crossing detection, Intrusion detection, enter area detection, exit area detection, and face capture

INTERFACES	
LOCAL STORAGE	microSD, up to 256GB
AUDIO I/O	Input: impedance 35kΩ; amplitude 2V [p-p] Output: impedance 600Ω; amplitude 2V [p-p]
ALARM I/O	1/1
NETWORK INTERFACE	1 RJ45 10M/100M Base-TX Ethernet
NETWORK PROTOCOLS	IPv4, IGMP, ICMP, ARP, TCP, UDP, DHCP, RTP, RTSP, RTCP, DNS, DDNS, NTP, FTP, UPnP, HTTP, HTTPS, SMTP, SSL, SNMP
3RD-PARTY COMPATIBILITY	ONVIF (Profile S, Profile G, Profile T), API
SUPPORTED BROWSER	Plug-in required live view: IE9+, Chrome 41 and below, Firefox 52 and below.
	Plug-in free live view: Chrome 57.0+, Firefox 58.0+, Edge 16+, Safari 11+

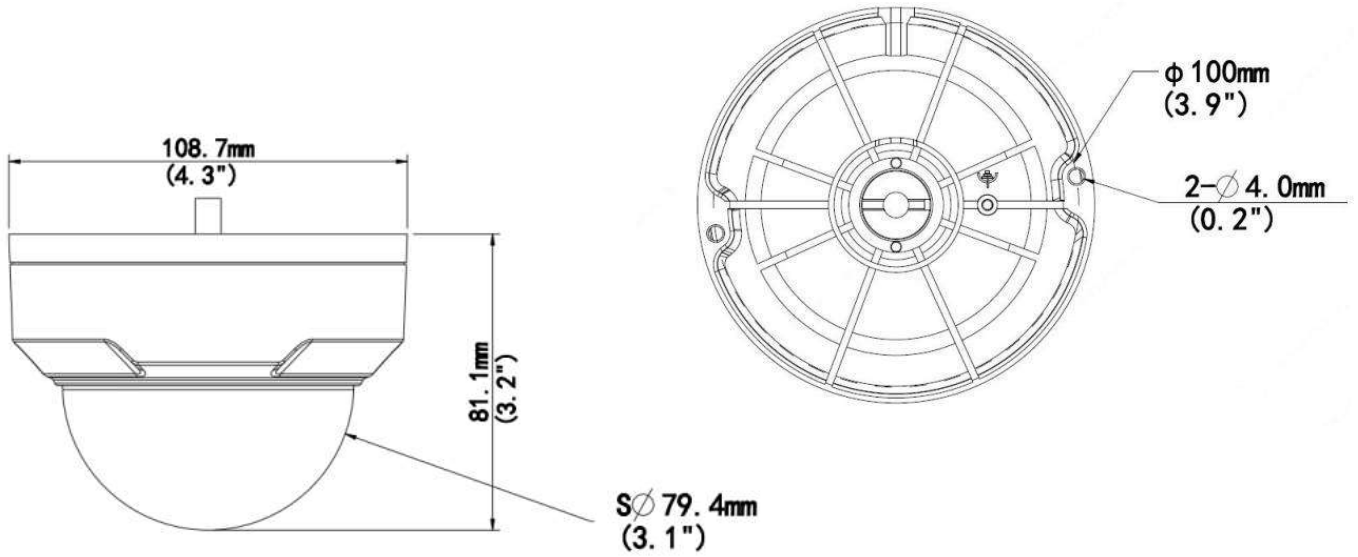
CERTIFICATIONS	
CERTIFICATIONS	CE: EN 60950-1 UL: UL60950-1 FCC: FCC Part 15

GENERAL	
POWER REQUIREMENT	DC 12V±25%, PoE (IEEE 802.3af)
POWER CONSUMPTION	Max 4.5W
DIMENSIONS	Φ108.7 x 81.1mm (Φ 4.3" x 3.2")
NET WEIGHT	0.425kg (0.93lbs)
MATERIAL	Metal +Plastic
WORKING ENVIRONMENT	-30°C ~ 60°C (-22°F ~ 140°F), Humidity: ≤95% RH (non-condensing)
WATER PROTECTION	IP67
VANDAL PROTECTION	IK10

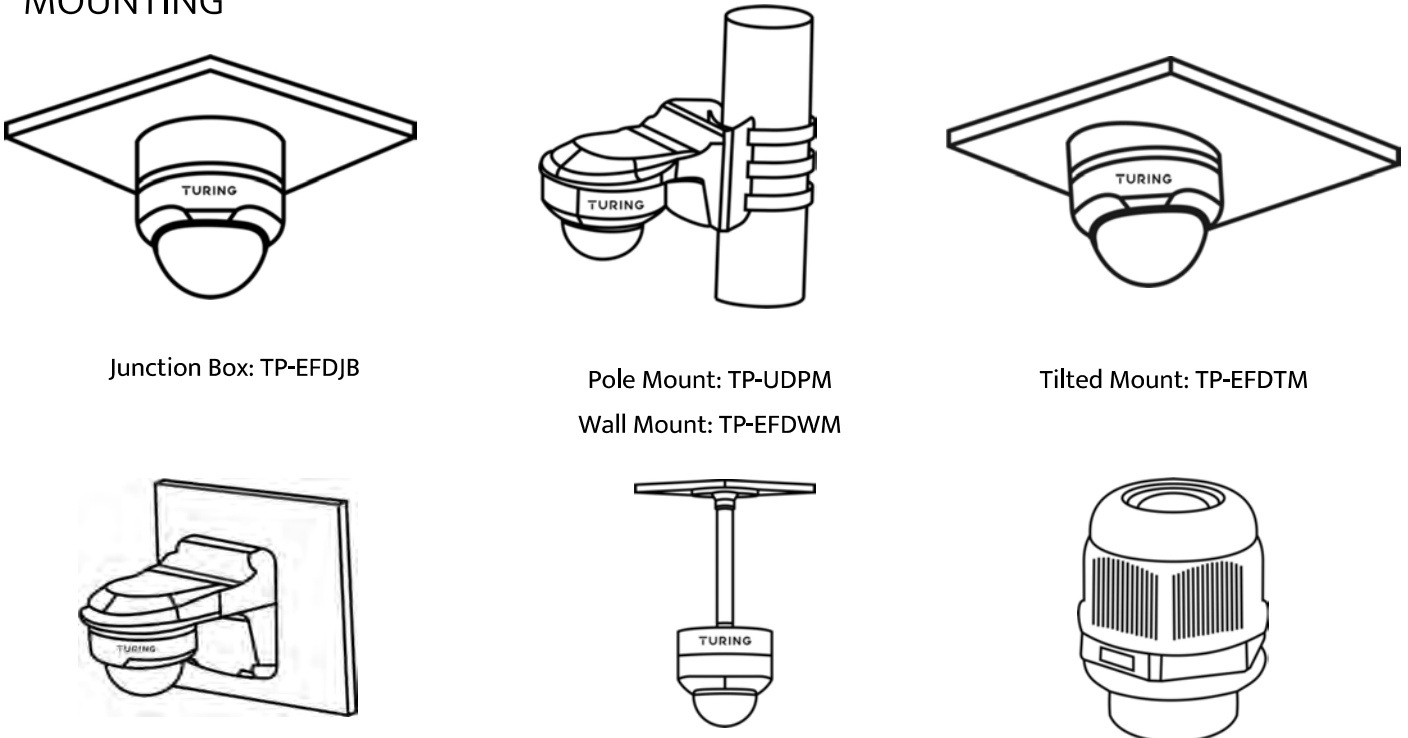
**COMPATIBLE NVRs**  
 Turing Smart NVR series, including TR-MRP042T, TR-MRP082T, TR-MRP164T, and TR-MRP328T



DIMENSIONS



MOUNTING



Junction Box: TP-EFDJB

Pole Mount: TP-UDPM  
Wall Mount: TP-EFDWM

Tilted Mount: TP-EFDTM

Wall Mount: TP-EFDWM

Pole Mount: TP-AIPMB  
Junction Box: TP-EFDJB  
Optional Extensions: TP-IPME2 (9") & TP-IPME5 (22")

Optional Cable Gland: TP-UWPJ





# TR-MRP082T

## Network Video Recorder



### Key Features

- ✓ Support Ultra265/H.265/H.264 video formats
- ✓ 8-channel input
- ✓ Support HDMI and VGA simultaneous output
- ✓ Turing cloud-ready with Smart NVR series and Turing bridge/servers
- ✓ Up to 8MP resolution
- ✓ 2 SATA HDDs, up to 10TB for each HDD
- ✓ Support cloud upgrade



## SPECIFICATIONS

Network	
Incoming Bandwidth	80Mbps
Outgoing Bandwidth	64Mbps
Remote Users	128
Protocols	P2P, UPnP, NTP, DHCP, PPPoE

VIDEO/AUDIO	
IP Video Input	8-ch
Two-way Audio Input	1-ch, RCA
HDMI/VGA Output	HDMI: 4K (3840x2160@30), 1920X1080@60, 1920X1080@50, 1600X1200@60, 1280X1024@60, 1280X720@60, 1024X768@60 VGA: 1920X1080@60, 1920X1080@50, 1280X1024@60, 1280X720@60, 1024X768@60
Recording Resolution	8MP/6MP/5MP/4MP/3MP/1080p/960p/720p/D1/2CIF/CIF
Audio Output	1-ch, RCA
Synchronous Playback	8-ch
Corridor Mode Screen	3/4/5/7/9

Decoding	
Decoding Format	Ultra 265, H.265, H.264
Live View Playback	8MP/6MP/5MP/4MP/3MP/1080p/960p/720p/D1/2CIF/CIF
Capability	2 x 4K@30, 4x 4MP@30, 5 x 3MP@30, 8 x 1080P @30

Hard Disk	
SATA	2 SATA interfaces
Capacity	Up to 10 TB for each disk

External Interface	
NETWORK INTERFACE	1 RJ45 10M/100M/1000M self-adaptive Ethernet Interface
USB Interface	Front panel: 1 x USB2.0, Rear panel: 1 x USB3.0
Alarm In	4-ch
Alarm	1-ch

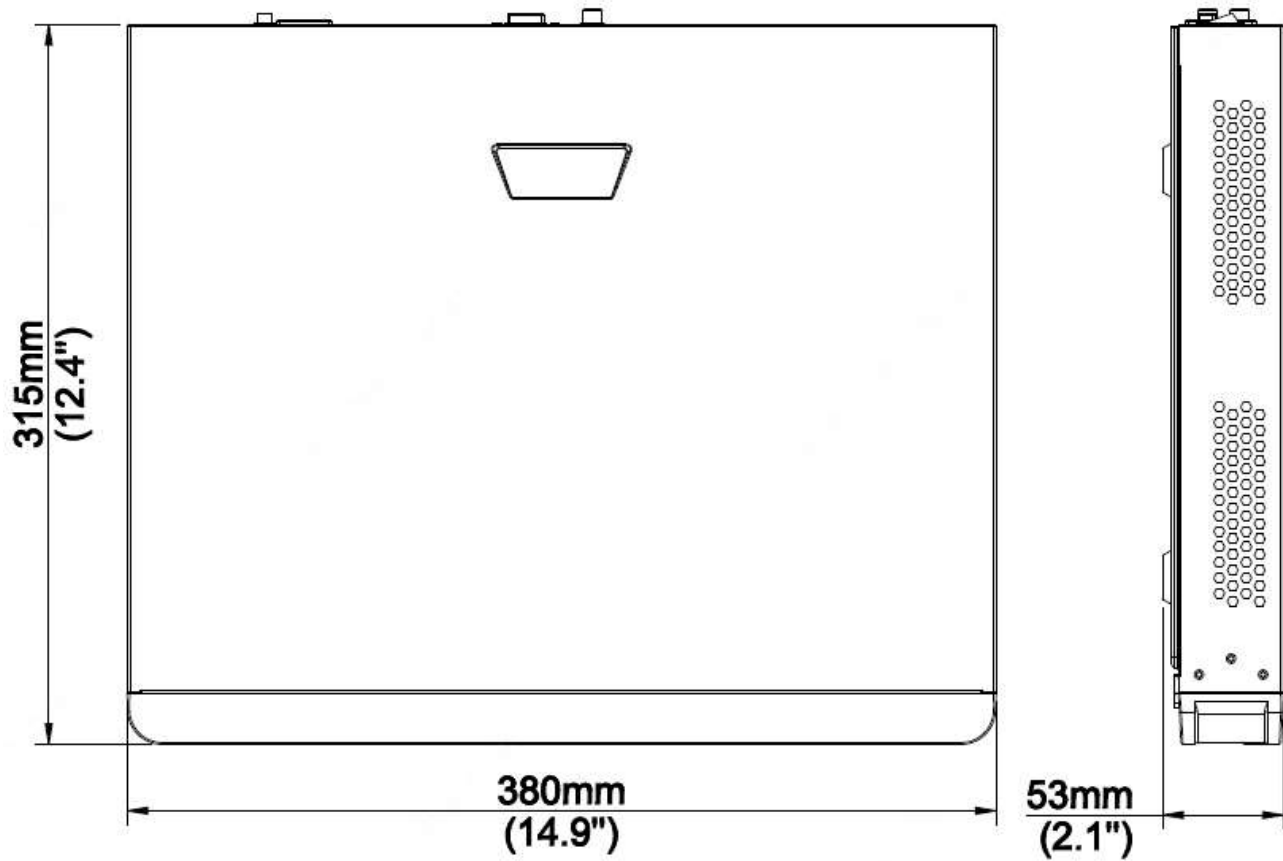
PoE	
Interface	8 RJ-45 10M/100M self-adaptive Ethernet Interface
Max Power	Max 30W for single port Max 130W total
Supported Standard	IEEE 802.3af/at

GENERAL	
Power Supply	100 ~ 240 V AC Power Consumption: ≤10W(without HDD)
Working Environment	-10°C~+ 55°C (+14°F~+131°F), Humidity ≤ 90% RH (non-condensing)
DIMENSIONS	380mm x315mm x 53mm (14.9" x 12.4" x2.1")
NET WEIGHT	≤2.6kg (5.73lb)

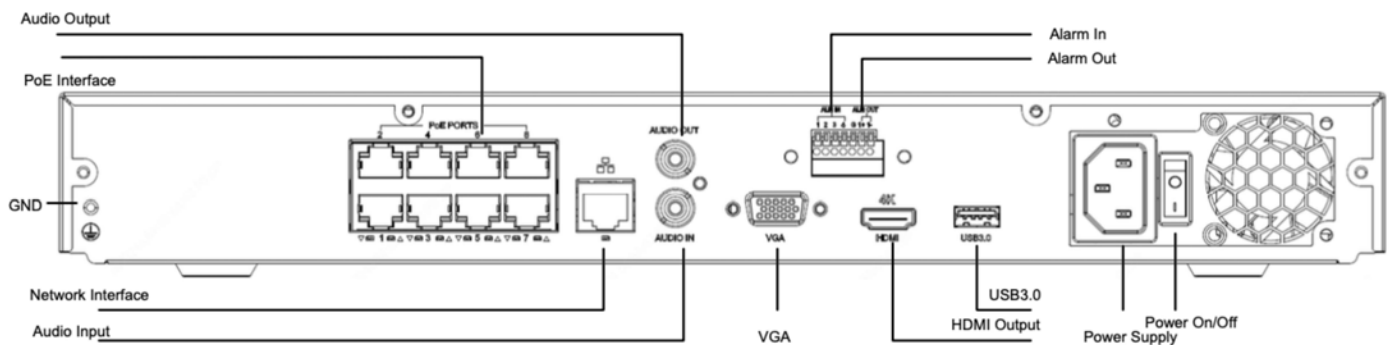
COMPATIBILITY	
ONVIF	Supported
Recommended Turing Cameras	SMART Series Only



## DIMENSIONS



## REAR PANEL



# TP-MVD8MV2

8MP HD TwilightVision™ IR VF Turret Network Camera



## KEY FEATURES

- ✓ To be used with SMART Series NVR with Turing Vision Cloud
- ✓ 2.8~12mm Motorized Lens
- ✓ Max. 8MP (3840\*2160)@20fps
- ✓ **TwilightVision™** technology superior low-light performance
- ✓ Built-in Mic
- ✓ Smart IR, up to 40m (131 ft)
- ✓ Supports 256 G Micro SD card
- ✓ IP67, IK10, WDR



# SPECIFICATIONS

CAMERA	
Sensor	1/2.8", 8.0 megapixel, progressive scan, CMOS
Lens	2.8 ~ 12mm, AF automatic focusing and motorized zoom lens
Angle of view (H)	107.4° ~ 29.2°
Angle of View (V)	54.2° ~ 16.3°
Angle of View (O)	111.0° ~ 33.1°
Adjustment angle	Pan: 0° ~ 360°      Tilt: 0° ~ 75°      Rotate: 0° ~ 360°
Shutter	Auto/Manual, 1 ~ 1/100000s
Minimum Illumination	Color: 0.003Lux (F1.6, AGC ON) 0Lux with IR
Day/Night	IR-cut filter with auto switch (ICR)
Digital Noise Reduction	2D/3D DNR
S/N	>56dB
IR Range	Up to 40m (131ft) IR range
Wavelength	850nm
IR On/Off Control	Auto/Manual
Defog	Digital Defog
WDR	120dB

VIDEO & AUDIO	
Video Compression	Ultra 265,H.265, H.264, MJPEG
H.264 code profile	Baseline profile, Main Profile
Frame Rate	Main Stream: 8MP (3840*2160), Max 20fps;5MP (3072*1728), Max 30fps; 4MP (2560*1440), Max30fps; 1080P (1920*1080), Max 30fps; Sub Stream: 1080P (1920*1080), Max 30fps;720P (1280*720), Max 30fps; D1 (720*576), Max 30fps; 640*360,Max 30fps; 2CIF(704*288), Max 30fps; CIF(352*288), Max 30fps; Third Stream: D1 (720*576), Max 30fps; 640*360,Max 30fps; 2CIF(704*288), Max 30fps; CIF(352*288), Max 30fps;
Video Bit Rate	128 Kbps~16 Mbps
OSD	Up to 8 OSDs
Privacy Mask	Up to 4 areas
ROI	Up to 8 areas
Motion Detection	Up to 4 areas

IMAGE	
White Balance	Auto/Outdoor/Fine Tune/Sodium Lamp/Locked/Auto2
Digital noise reduction	2D/3D DNR
Smart IR	Support
Flip	Normal/Vertical/Horizontal/180°/90°Clockwise/90°Anti-clockwise
Dewarping	Supported
HLC	Supported
BLC	Supported

AUDIO	
Audio Compression	G.711
Two-way audio	Supported
Suppression	Supported
Sampling Rate	8KHZ

STORAGE	
Edge Storage	Micro SD, up to 256GB
Network Storage	ANR

INTELLIGENCE	
Smart intrusion Prevention	Cross line, intrusion, enter area detection
Compatible NVR	Turing SMART NVR: TR-MR(P) models

EVENTS	
Basic Detection	Motion detection, tampering alarm, audio detection
General Function	Watermark, IP address filtering, tampering alarm, alarm input, alarm output, access policy, ARP protection, RTSP authentication, user authentication
Protocols	IPv4, IGMP, ICMP, ARP, TCP, UDP, DHCP, PPPoE, RTP, RTSP, RTCP, DNS, DDNS, NTP, FTP, UPnP, HTTP, HTTPS, SMTP, 802.1x, SNMP, QoS
Compatible Integration	ONVIF (Profile S, Profile G, Profile T), API
Web Browser	Plug-in required live view: IE9+, Chrome 41 and below, Firefox 52 and below

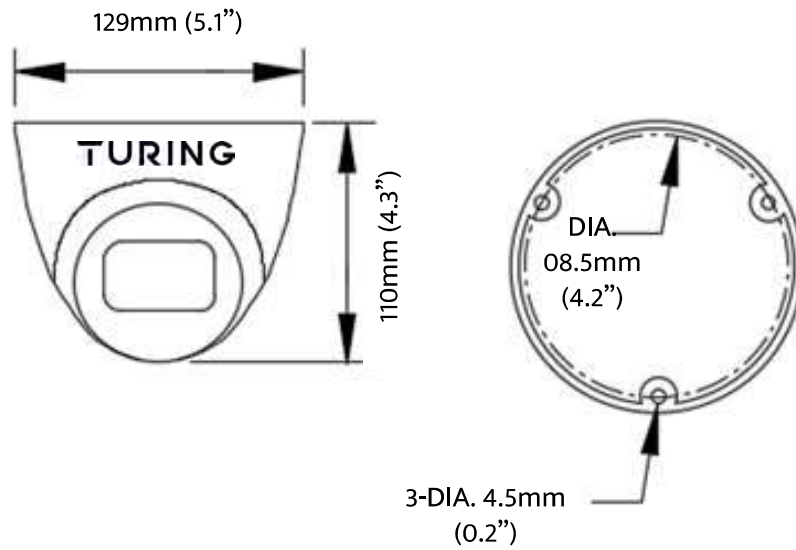
INTERFACES	
Built-in Mic	Supported
Network	1 RJ45 10M/100M Base-TX Ethernet

CERTIFICATIONS	
Certifications	CE: EN 60950-1 UL: UL60950-1 FCC: FCC Part 15

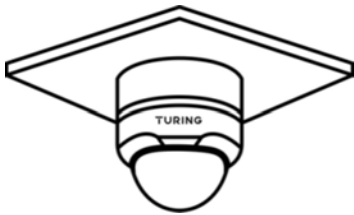
GENERAL	
Power	DC 12V±25%, PoE (IEEE 802.3af) Power consumption: Max 9.0W
Dimensions (Ø x H)	Φ129 x 110mm (Φ5.1" x 4.3")
Net Weight	0.69kg (1.52lb)
Material	Metal
Working Environment	-30°C ~ 60°C (-22°F ~ 140°F), Humidity: ≤95% RH (non-condensing)
Storage Environment	-30°C ~ 60°C (-22°F ~ 140°F), Humidity: ≤95% RH (non-condensing)
Surge Protection	6KV
Ingress Protection	IP67
Vandal Resistant	IK10
Reset Button	Supported



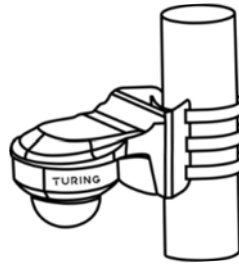
## DIMENSIONS



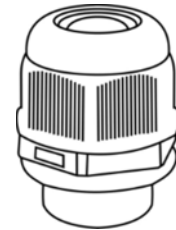
## MOUNTING



Junction Box: TP-VDJB



Pole Mount: TP-UDPM  
Wall Mount: TP-VDWM  
WM w/ Junc. Box: TP-VDWJ



Optional Cable Gland:  
TP-UWPJ



Wall Mount: TP-VDWM  
w/ Junction Box: TP-VDWJ



Pendant Mount: TP-AIPMB  
Junction Box: TP-VDJB  
Optional Extensions: TP-IPME2 (9") &  
TP-IPME5 (22")





## Estimate

**CUSTOMER/ ADDRESS**  
19865 West 94<sup>th</sup> Ave  
Arvada Colorado 80007

**JOB # Candelas HOA**  
**ESTIMATE # 230046**  
**DATE 9/13/2023**

**Secure Tech LLC**  
Littleton, CO US  
3036694424  
sales@securetech1.com  
www.securetech1.com

## Scope of Work

### Access Control and Intrusion

Secure Tech will install an Open Path Access Control system per attached drawings. Access Control will not include door locking hardware, REX's, door contacts and card readers will be reused from existing system. There will be a total of 6 doors. Secure Tech will provide all headend equipment.

Secure Tech shall conduct a complete test of all Access Control equipment. Customer will need to provide a POC for camera views and sign off. Faulty equipment or wiring will require additional cost to ensure proper functionality.

Secure Tech shall conduct a complete test of all related components to ensure that everything is functioning properly. Once Secure Tech has verified that the system is fully operational, a site-walk and testing shall be conducted with the site POC (Point of Contact) and Secure Tech. Training shall cover, at a minimum: administrative function, basic system maintenance, user enrollment, pin creation, user functions, viewing alarms, alarms and generating reports. Secure Tech will provide a session for up to 1 hour of training. Product Documentation will be provided at final design.

### CCTV

Secure Tech will provide and install an Avigilon Alta CCTV system per attached drawings this will include 16 cameras. CCTV will include a camera in each location per attached drawings.

Secure Tech shall conduct a complete test of all video equipment. Customer will need to provide a POC for camera views and sign off. Faulty equipment or wiring will require additional cost to ensure proper functionality.

Secure Tech shall conduct a complete test of all related components to ensure that everything is functioning properly. Once Secure Tech has verified that the system is fully operational, a site-walk and testing shall be conducted with the site POC (Point of Contact) and Secure Tech. Training shall cover, at a minimum: administrative function, basic system maintenance, user enrollment, pin creation, user functions, viewing alarms, alarms and generating reports. Secure Tech will provide a session for up to 1 hour of training. Product Documentation will be provided at final design.



## Customer Provisions

- High voltage/120V to all headend locations.
- POE switch ports for cameras, servers and controllers (Secure Tech can provide switches at additional cost).
- Access to buildings so that work can be done more efficiently, this will include keys and/or badges.
- Any interface with fire panels if needed.
- Clear pathways to all door hardware and cameras if needed.

## Specific Exclusions from Scope

- High voltage 120 cabling or any power supply high voltage wiring. Any and all drywall patching/painting.
- Internet connectivity or remote access setup. Any interface with fire panels.
- All existing cabling/devices will not be included in the warranty of installed products. Any adds or changes.
- Door Hardware Reader, REX, Door Contact and Locking Hardware Wiring to doors and cameras
- Shipping and/or material delays. Repair of any non-working hardware.
- Repair of any non-working hardware on any existing door.

## Qualifications and Clarifications

- All work shall be scheduled during normal working hours (7:00am to 5:00pm), Monday through Friday.
- The pricing is pending final design; cost increases and deductions will be adjusted based upon changes made during the design development phase of the project.
- This proposal does include all necessary labor for travel and testing of equipment.
- Upon completion of project, a Secure Tech Project Manager will conduct a post-project walk through and receive a sign-off of satisfactory completion.
- Any changes to the scope of work throughout the project will require a customer approved, written change order, before any additional work is to be performed.
- Any existing equipment not functioning prior to the proposed installation stated within the SOW (Scope of Work) will not be replaced as part of this proposal and will require customer approved change to replace or repair.
- All existing conduit pathways must be usable and free of debris prior to cable installation. All existing cable pathways will be utilized by Secure Tech during cable installation.
- Secure Tech will coordinate all installation, testing and programming with the POC. Shipping and Handling is estimated in this pricing. An estimated tax is included in this proposal; however, the actual tax and shipping on materials will be billed at the time of invoice.
- Material lead time may vary due to supply shortages and shipping delays

## Cost

The quote is subject to change at any time due to unforeseen circumstances and/or equipment availability and pricing. Payment is expected NET 30 days of project completion date, 5% retainage allowed. Failure to meet NET 30 or agreed upon payment can result in 1.5% late fees and/or lien on persons or business. No cash discount for prepayment. At project closeout there will not be any refund or credits issued for left over material and/or extra equipment. Any order based on this quotation shall be subject to the approval and acceptance of Secure Tech management. Secure Tech will not start work on this project without a fully executed purchase order or contract accepted and executed by both parties. If the dates in the quote do not meet the requirements of the customer, there will be an added fee for rush orders or change orders. Secure Tech will be progressive billing throughout the project due to long lead items. Secure Tech will invoice for material within one week of job approval. There will be a 30% equipment restocking fee on equipment that has already been ordered.

## Warranty

Labor warranty will start the day of project turnover or job invoicing, whichever comes first. Secure Tech shall provide a one-year warranty for all labor. Standard manufacturer warranties for all provided equipment and cable starts at the date of shipment. Manufacturer warranty information will be submitted with the as-built documentation at the end of the project. Secure Tech shall not be responsible for providing warranties on any existing equipment or equipment provided by others. System maintenance is not included in this proposal. If required, Secure Tech will submit a separate proposal to include maintenance costs at a later date.

## Limited Liabilities

In no event shall Secure Tech, LLC be liable or responsible for direct, indirect, special, incidental, or consequential damages of any kind including, without limitation, revenues or profits lost as a result of non-performance of the products or any facilities using the products, even if Secure Tech, LLC has been advised of the possibility of such damages. Secure Tech, LLC does not represent products sold under this agreement will prevent loss by fire, theft or otherwise, or that the products will in all cases provide protection for which they are installed or intended. The buyer acknowledges that Secure Tech, LLC is not an insurer and assumes no risk for any loss or damage to life or property, direct, indirect, or consequential, arising out of the use or, failure of, or inability to use these products. Furthermore, Secure Tech, LLC shall not be liable for any personal injury or loss of life which arises in the course of, or as a result of, use of these products or repair of existing products.

## Pricing

This agreement shall not be binding upon Secure Tech LLC unless approved in writing by an authorized Company Officer.

### General Conditions:

- Back orders on stock merchandise will be price protected. We cannot guarantee special order pricing. Back ordered product arrival cannot be guaranteed.
- All prices are subject to change without notice after 30 days from the date of this proposal.
- Client agrees and understands that Secure Tech LLC is a subcontractor and is not responsible for changes made by the General Contractor.
- Past due accounts are subject to COD shipments and/or orders being held.
- Shipping and Handling is included in this pricing. An estimated tax is included in this proposal, however the actual tax on materials, will be billed at the time of invoice.

**Secure Tech LLC**

10610 Kicking Horse Drive  
 Littleton, CO 80125 US  
 3036694424  
 sales@securetech1.com  
 www.securetech1.com



# Estimate

**ADDRESS**

Candelas HOA

**ESTIMATE #** 230046**DATE** 09/14/2023

QTY	ITEM	DESCRIPTION
16	<b>Ava Aware License 5 years</b>	Ava Aware License 5 years
6	<b>Ava Compact Dome White - 5MP - 30 days</b>	COMPACTDOME-W-5MP-30
6	<b>Ava Bullet Wide Black - 4K - 30 days</b>	Ava Bullet Wide Black - 4K - 30 days
4	<b>Ava Dome Black - 5MP - 30 days</b>	
6	<b>Open Path Single Gang Reader</b>	Open Path Single Gang Reader
2	<b>Open Path 4 door controller</b>	Core Series 4 port 12/24V Smart Hub, 4 entry +2 capacity, Power supply: OP-ECL1-PS, OP-ECL-C4, OP-ECL-B100
1	<b>Open Path Cards, Fobs and Accessories</b>	DESFire EV3 Cards, use with high frequency readers, pack of 10
1	<b>Open Path Annual subscription</b>	Annual subscription for Basic for Pack of 5 entries, includes 500 active users
1	<b>SW-BSC-P1 Annual subscription</b>	Annual subscription for Basic for Pack of 1 entry, includes 500 active users
1	<b>Open Path Annual Active User Fee</b>	Annual Active User Fee (First 500 free) (Includes Mobile Credentials + RFID Mgmt) Pack of 500 users
1	<b>Annual Active User Fee</b>	Annual Active User Fee (First 500 free) (Includes Mobile Credentials + RFID Mgmt) Pack of 1000 users
1	<b>Miscellaneous</b>	J-hooks, mounting hardware, zip ties, connectors, labeling and truck charge.
1	<b>Shipping</b>	Shipping Cost
52	<b>Install Labor</b>	Secure Tech Labor to Install
4	<b>Programming Labor</b>	Secure Tech Labor to Program

Candelas HOA

SUBTOTAL	43,597.12
TAX	3,048.52
SHIPPING	631.12
<b>TOTAL</b>	<b>\$47,276.76</b>

fastsigns.com/512

Payment Terms: Cash Customer

**Created Date:** 2/5/2024

**DESCRIPTION:** Reverse Lit Lettering - Town View

**Bill To:** Timberline District Consulting  
25633 Roxana Point Dr  
Evergreen, CO 80439  
US

**Installed:** Timberline District Consulting  
Candelas Community  
9371 McIntyre St  
Arvada, CO 80007  
US

**Requested By:** Desirae Torres  
Email: dtorres@timberlinedc.com  
Cell Phone: (303) 638-2096

**Salesperson:** Andrew Luepke  
Cell Phone: (715) 853-3744

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	<b>Reverse-Lit Illuminated Lettering - Town View</b>	1	\$2,050.00	\$2,050.00	\$2,050.00
1.1	<b>Dimensional Letters -</b> <b>Part Qty:</b> 1 <b>Text:</b> TOWN VIEW  Reverse-lit numbers 3"-4" height 2" depth Painted satin black Mounting pattern Studs Power supply Power supply junction box				
2	<b>Installation</b>	1	\$700.00	\$0.00	\$700.00
2.1	<b>Installation -</b> <b>Part Qty:</b> 1 <b>Text:</b> Installation price includes travel time, materials and hardware  - Hook to power				

This quote may not include all charges, such as permitting fees, travel costs, and installation.

This quote expires in 30 days. If this quote has expired, please contact us for an update.

<b>Subtotal:</b>	\$2,750.00
<b>Taxable Amount:</b>	\$2,050.00
<b>Taxes:</b>	\$167.08
<b>Grand Total:</b>	\$2,917.08

A 50% deposit is required on invoices over \$500 and full payment for invoices under \$500. Payment in full is due upon completion of your project unless other arrangements for payment have been made.

Additional charges may be applied for rush orders.

Once a proof has been approved, it is sent into production and FASTSIGNS Broomfield is not responsible for any errors in customer approved artwork.

**To:** Candelas HOA  
**From:** Neighborly Fence Staining, LLC  
**Date:** January 29, 2024

Proposal by  
**David Luongo**  
 owner of  
**Neighborly Fence Staining, LLC**

to stain the Candelas HOA-owned fence  
 in the summer of 2024



**Agreements & Expectations**

Neighborly Fence Staining, LLC	Candelas HOA
<ul style="list-style-type: none"> <li>● Stain the outside of the HOA perimeter fence, as outlined in blue and green on the attached map.</li> <li>● This does not include the side of the fence facing the residents' houses.</li> <li>● Prepare the surface of the wood, if necessary, in order to properly receive the stain.</li> <li>● Purchase and provide all necessary equipment, supplies, and material to get the job done.</li> <li>● Complete the job by August 11, 2024.</li> <li>● Communicate with the HOA manager which dates I will be working and where on the map.</li> <li>● Provide updates on my progress on a weekly basis.</li> </ul>	<ul style="list-style-type: none"> <li>● Turn off the sprinkler system on the days I am staining. If the grass is watered at night, we are probably okay.</li> <li>● Communicate with residents the days I will be working.</li> <li>● Alert residents I might hop the fence onto their property in order to place canvas drop cloths and/or cardboard to protect their landscaping rocks and plants.</li> <li>● Compensate 25% of the total expense by April 30, in order to cover the cost of materials and equipment, and then the remaining 75% upon completion.</li> </ul>



## Purpose of Staining the Fence

Applying stain to the fence serves two purposes:

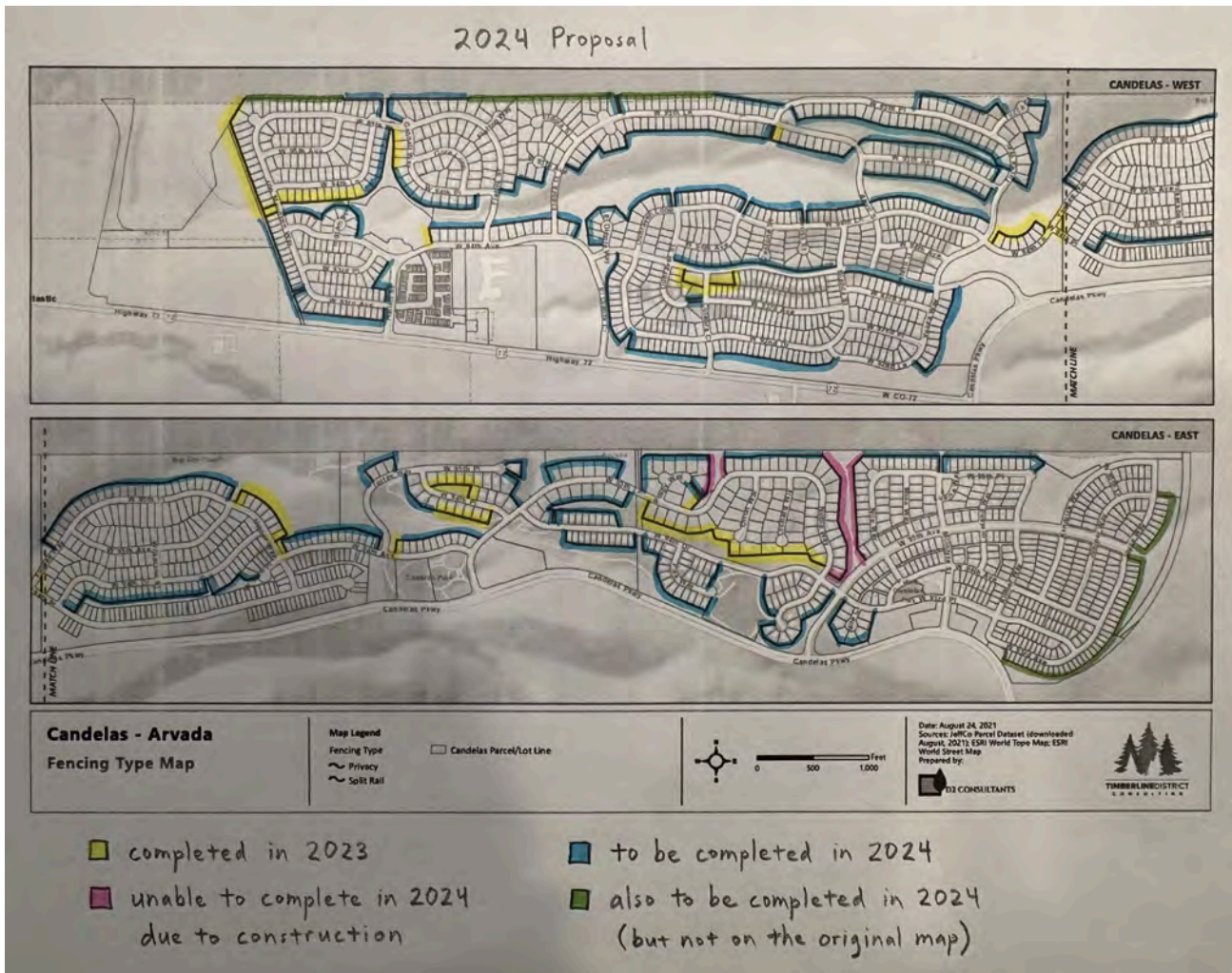
1. It makes the neighborhood more aesthetically pleasing.
2. It creates a seal, protecting the wood from moisture as well as the sun's UV rays, ultimately elongating the life of the fence.

## Overview of the 2024 Project

In 2023, we began a 7-phase contract, where I would complete the entire neighborhood over the course of 7 consecutive summers. So one seventh of the HOA fence was stained last year. I was told the Board has found money to fund the rest of the entire project this summer, rather than continue at the pace of one seventh per year. This summer, I can complete the entire neighborhood for you, except for the two small sections, which are under construction, highlighted on the map in pink.

This summer, I would stain the fence highlighted in blue and green on this map, using the same product as last year: BEHR House & Fence Wood Stain matched to the approved HOA color.

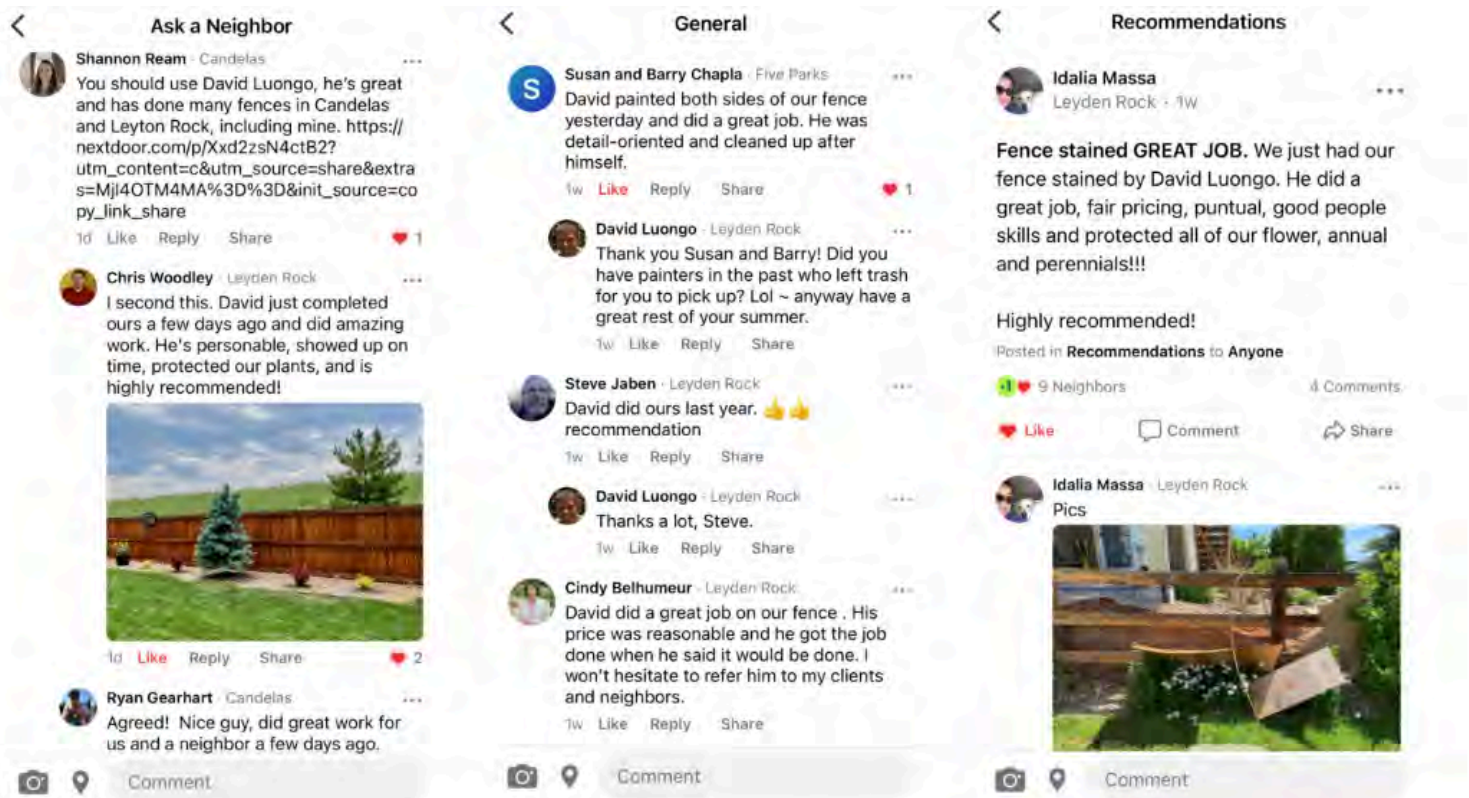
**Cost: \$153,524**





I take pride in serving our community as a math teacher at Three Creeks K-8 throughout the school year, and improving the look of our neighborhood during the summer.

Here is what some of our neighbors have to say about me:



I appreciate you taking the time to review this proposal.

**David Luongo**  
**Neighborly Fence Staining, LLC**  
 19162 W. 84th Ave  
 Arvada, CO 80007  
 (303) 503-6376  
 david@neighborlyfencestaining.com  
[www.neighborlyfencestaining.com](http://www.neighborlyfencestaining.com)

**VAUXMONT METROPOLITAN DISTRICT**  
**FINANCIAL STATEMENTS**  
**DECEMBER 31, 2023**

**VAUXMONT METROPOLITAN DISTRICT  
BALANCE SHEET - GOVERNMENTAL FUNDS**

100

**DECEMBER 31, 2023**

	<u>General</u>	<u>Special Revenue (Alley Lots)</u>	<u>Special Revenue (Rec Center)</u>	<u>Special Improvement District (CSID)</u>	<u>Debt Service</u>	<u>Total</u>
<b>ASSETS</b>						
Cash - First Bank Checking	\$ 71,326	\$ 38,531	\$ 44,234	\$ 10,511	\$ 51,406	\$ 216,008
Colotrust	67,607	133,748	-	4,712,505	-	4,913,860
US Bank - 2019 Surplus Fund	-	-	-	-	2,529,583	2,529,583
US Bank - 2020 Senior Revenue Fund	-	-	-	-	157,888	157,888
US Bank - 2020 Senior Bond Fund	-	-	-	-	37,594	37,594
US Bank - Subordinate 2019 Revenue Fund	-	-	-	-	22,914	22,914
Accounts receivable	10,516	33,465	-	-	-	43,981
Due from County Treasurer	9,806	-	-	-	17,495	27,301
Property tax receivable	131,511	-	-	-	306,364	437,875
Prepaid expense	53,676	-	-	-	-	53,676
<b>TOTAL ASSETS</b>	<u>\$ 344,442</u>	<u>\$ 205,744</u>	<u>\$ 44,234</u>	<u>\$ 4,723,016</u>	<u>\$ 3,123,244</u>	<u>\$ 8,440,680</u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>						
<b>CURRENT LIABILITIES</b>						
Accounts payable	\$ 67,454	\$ 10,265	\$ 44,234	\$ 7,358	\$ -	\$ 129,311
<b>TOTAL LIABILITIES</b>	<u>67,454</u>	<u>10,265</u>	<u>44,234</u>	<u>7,358</u>	<u>-</u>	<u>129,311</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Deferred property tax	131,511	-	-	-	306,364	437,875
Unearned revenue	23,865	37,981	-	-	-	61,846
<b>TOTAL LIABILITIES</b>	<u>155,376</u>	<u>37,981</u>	<u>-</u>	<u>-</u>	<u>306,364</u>	<u>499,721</u>
<b>FUND BALANCES</b>						
Total Fund Balances	<u>121,612</u>	<u>157,498</u>	<u>-</u>	<u>4,715,658</u>	<u>2,816,880</u>	<u>7,811,648</u>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>	<u>\$ 344,442</u>	<u>\$ 205,744</u>	<u>\$ 44,234</u>	<u>\$ 4,723,016</u>	<u>\$ 3,123,244</u>	<u>\$ 8,440,680</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

**VAUXMONT METROPOLITAN DISTRICT**  
**STATEMENT OF REVENUES, EXPENDITURES AND**  
**CHANGES IN FUND BALANCES - BUDGET AND ACTUAL**  
**FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2023**

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**GENERAL FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Property taxes	\$ 114,658	\$ 115,410	\$ 752
Specific ownership tax	160,000	163,553	3,553
Vauxmont - AURA Increment	2,104,217	2,249,848	145,631
Interest income	50	11,645	11,595
Other revenue	79,000	35,045	(43,955)
Plan review fee	4,000	9,825	5,825
Design review fees	5,000	4,950	(50)
Social activities revenue	5,000	6,075	1,075
<b>TOTAL REVENUES</b>	<u>2,471,925</u>	<u>2,596,351</u>	<u>124,426</u>
<b>EXPENDITURES</b>			
Billing Services	7,500	14,102	(6,602)
Trail maintenance	28,000	28,683	(683)
Covenant control	100,000	99,606	394
Reserve study	6,000	-	6,000
County Treasurer's fee	1,720	1,732	(12)
Office equipment and supplies	12,000	13,581	(1,581)
Banking fees	1,000	2,639	(1,639)
Pond Maintenance	22,000	13,404	8,596
Landscape Base Contract	389,897	395,551	(5,654)
Community Management	175,000	213,550	(38,550)
Holiday Lighting	8,500	9,465	(965)
Landscape Enhancements	80,000	89,888	(9,888)
Social Activities	20,000	9,094	10,906
Irrigation repairs	65,000	74,095	(9,095)
Irrigation Controller Replacement	40,000	34,299	5,701
Snow removal	50,000	43,100	6,900
Water	170,000	140,667	29,333
Electric	5,000	9,363	(4,363)
Transfers to Cimarron MD	486,000	593,219	(107,219)
Auditing	8,800	13,200	(4,400)
Dues and licenses	1,250	2,044	(794)
Legal services	10,000	9,017	983
Miscellaneous	500	4,636	(4,136)
Repairs and maintenance	50,000	29,565	20,435
Contingency	16,333	-	16,333
<b>TOTAL EXPENDITURES</b>	<u>1,754,500</u>	<u>1,844,500</u>	<u>(90,000)</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	717,425	751,851	34,426
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers to other funds	(378,500)	(360,004)	18,496
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>(378,500)</u>	<u>(360,004)</u>	<u>18,496</u>
<b>NET CHANGE IN FUND BALANCES</b>	338,925	391,847	52,922
<b>FUND BALANCES - BEGINNING</b>	<u>(264,903)</u>	<u>(270,235)</u>	<u>(5,332)</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 74,022</u>	<u>\$ 121,612</u>	<u>\$ 47,590</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

**SUPPLEMENTARY INFORMATION**

**VAUXMONT METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2023**

103

**SPECIAL REVENUE (ALLEY LOTS) FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Interest income	\$ -	\$ 3,748	\$ 3,748
Alley lot fees	138,600	144,572	5,972
<b>TOTAL REVENUES</b>	<u>138,600</u>	<u>148,320</u>	<u>9,720</u>
<b>EXPENDITURES</b>			
Accounting	3,000	-	3,000
Billing Services	8,000	9,420	(1,420)
Banking fees	1,000	6,148	(5,148)
Alley lot electric	400	63	337
Alley lot water	13,000	5,933	7,067
Alley lot landscape enhancement	7,816	3,908	3,908
Capital replacements	79,200	-	79,200
Alley lot landscape services	32,205	33,102	(897)
Alley lot repairs and maintenance	15,000	-	15,000
Alley lot snow removal	45,000	20,802	24,198
Alley lot irrigation repairs	6,441	9,828	(3,387)
Alley Lot Community Management	6,000	4,971	1,029
Contingency	5,238	-	5,238
<b>TOTAL EXPENDITURES</b>	<u>222,300</u>	<u>94,175</u>	<u>128,125</u>
<b>NET CHANGE IN FUND BALANCES</b>	(83,700)	54,145	137,845
<b>FUND BALANCES - BEGINNING</b>	<u>90,791</u>	<u>103,353</u>	<u>12,562</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 7,091</u>	<u>\$ 157,498</u>	<u>\$ 150,407</u>

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**VAUXMONT METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2023**

104

**SPECIAL REVENUE (REC CENTER) FUND**

	<u>Amended Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Other revenue	\$ 3,000	\$ -	\$ (3,000)
Parkview facility revenue	12,000	14,265	2,265
Townview facility revenue	7,000	3,055	(3,945)
<b>TOTAL REVENUES</b>	<u>22,000</u>	<u>17,320</u>	<u>(4,680)</u>
<b>EXPENDITURES</b>			
Parkview pool furniture	7,856	-	7,856
Parkview pool contract maintenance	35,000	35,028	(28)
Parkview pool supplies	5,000	-	5,000
Parkview pool chemicals	15,000	11,762	3,238
Parkview general and administrative	500	40	460
Parkview contract services	25,000	25,426	(426)
Parkview pool repairs	20,000	17,659	2,341
Parkview utilities	22,000	17,766	4,234
Parkview facility staffing	112,000	89,210	22,790
Parkview parts and supplies	15,000	20,127	(5,127)
Townview pool furniture	5,000	-	5,000
Townview pool contract maintenance	15,000	9,632	5,368
Townview pool supplies	2,500	-	2,500
Townview pool chemicals	200	177	23
Parkview cable/phone	5,000	4,960	40
Townview cable/phone	4,000	2,660	1,340
Townview facility staffing	28,000	22,508	5,492
Townview general and administrative	100	41	59
Townview contract service	15,000	14,706	294
Townview pool repairs	6,000	7,020	(1,020)
Townview parts and supplies	2,000	1,795	205
Townview utilities	13,000	11,174	1,826
Parkview repairs and maintenance	45,922	34,935	10,987
Townview repairs and maintenance	50,922	42,198	8,724
<b>TOTAL EXPENDITURES</b>	<u>450,000</u>	<u>368,824</u>	<u>81,176</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	(428,000)	(351,504)	76,496
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers from other funds	428,000	351,504	(76,496)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>428,000</u>	<u>351,504</u>	<u>(76,496)</u>
<b>NET CHANGE IN FUND BALANCES</b>	-	-	-
<b>FUND BALANCES - BEGINNING</b>	-	-	-
<b>FUND BALANCES - ENDING</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.



**VAUXMONT METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2023**

105

**SPECIAL IMPROVEMENT DISTRICT (CSID) FUND**

	<b>Annual Budget</b>	<b>Year to Date Actual</b>	<b>Variance</b>
<b>REVENUES</b>			
Interest income	\$ 180,000	\$ 217,542	\$ 37,542
Sustainability Fees	124,500	43,500	(81,000)
<b>TOTAL REVENUES</b>	<b>304,500</b>	<b>261,042</b>	<b>(43,458)</b>
<b>EXPENDITURES</b>			
Accounting	16,500	4,131	12,369
Trust residential improvement distributions	60,000	47,250	12,750
Community Programs	37,000	-	37,000
<b>TOTAL EXPENDITURES</b>	<b>113,500</b>	<b>51,381</b>	<b>62,119</b>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	191,000	209,661	18,661
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers from other funds	-	8,500	8,500
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>8,500</b>	<b>8,500</b>
<b>NET CHANGE IN FUND BALANCES</b>	191,000	218,161	27,161
<b>FUND BALANCES - BEGINNING</b>	<b>4,534,970</b>	<b>4,497,497</b>	<b>(37,473)</b>
<b>FUND BALANCES - ENDING</b>	<b>\$ 4,725,970</b>	<b>\$ 4,715,658</b>	<b>\$ (10,312)</b>

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**VAUXMONT METROPOLITAN DISTRICT**  
**SCHEDULE OF REVENUES, EXPENDITURES AND**  
**CHANGES IN FUND BALANCES - BUDGET AND ACTUAL**  
**FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2023**

106

**DEBT SERVICE FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Property taxes	\$ 204,567	\$ 205,909	\$ 1,342
Specific ownership tax	285,000	291,803	6,803
Vauxmont - AURA Increment	3,783,408	4,014,071	230,663
Interest income	100,000	295,689	195,689
Capitalization Fee	155,000	57,500	(97,500)
Water fee	293,924	102,695	(191,229)
JCMD - NWAURA Increment	532,456	1,428,896	896,440
Vauxmont - NWAURA Increment	5,464,603	3,844,648	(1,619,955)
Mountain Shadows - NWAURA Increment	306,525	310,039	3,514
Park Development Fee	91,218	32,754	(58,464)
<b>TOTAL REVENUES</b>	<u>11,216,701</u>	<u>10,584,004</u>	<u>(632,697)</u>
<b>EXPENDITURES</b>			
County Treasurer's fee	3,069	3,091	(22)
Banking fees	907	-	907
Trustee fees	10,000	5,500	4,500
AURA fees	75,000	73,804	1,196
Bond interest - Series 2019 Subordinate Bonds	2,316,553	2,316,553	-
Bond interest - Series 2020 Senior Bonds	3,143,500	3,143,500	-
Bond principal - Series 2019 Subordinate Bonds	3,842,971	2,791,000	1,051,971
Bond principal - Series 2020 Senior Bonds	2,135,000	2,135,000	-
<b>TOTAL EXPENDITURES</b>	<u>11,527,000</u>	<u>10,468,448</u>	<u>1,058,552</u>
<b>NET CHANGE IN FUND BALANCES</b>	(310,299)	115,556	425,855
<b>FUND BALANCES - BEGINNING</b>	<u>2,711,207</u>	<u>2,701,324</u>	<u>(9,883)</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 2,400,908</u>	<u>\$ 2,816,880</u>	<u>\$ 415,972</u>

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**VAUXMONT METROPOLITAN DISTRICT**  
**Schedule of Cash Position**  
**December 31, 2023**  
**Updated as of February 12, 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 12/31/2023	\$ 71,325.78	\$ 38,531.39	\$ 44,233.58	\$ 10,511.05	\$ 51,405.81	\$ 216,007.61
Subsequent activities:						
Deposits - Alley lot/Other fees (net of chargebacks) - January	-	20,053.76	-	-	-	20,053.76
Deposits - Service revenue from front desk - January	-	-	14,047.81	-	-	14,047.81
01/03/24 - City of Arvada AutoPay	(17,707.98)	(1,086.41)	(673.81)	-	-	(19,468.20)
01/03/24 - Charge-Back of Deposited Item	(1,022.50)	-	-	-	-	(1,022.50)
01/04/24 - Comcast AutoPay	-	-	(135.69)	-	-	(135.69)
01/08/24 - Bill.com Payment	(1,221.46)	-	-	-	-	(1,221.46)
01/08/24 - TDS Payment	-	-	(405.05)	-	-	(405.05)
01/10/24 - Ptax Deposit - December	9,805.86	-	-	-	17,495.13	27,300.99
01/17/24 - City of Arvada AutoPay	(23.88)	-	-	-	-	(23.88)
01/23/24 - Smartwebs Payment	(540.00)	-	-	-	-	(540.00)
01/24/24 - LockBox Fees	-	(768.22)	-	-	-	(768.22)
01/24/24 - Transfer from ColoTrust	50,000.00	-	-	-	-	50,000.00
01/24/24 - Bill.com Payment	(50,498.58)	(8,100.04)	(9,274.91)	-	-	(67,873.53)
01/26/24 - Xcel Energy AutoPay	(1,014.31)	-	(2,118.71)	-	-	(3,133.02)
01/30/24 - Flexfone AutoPay	(113.06)	-	-	-	-	(113.06)
01/31/24 - Bill.com Payment	-	-	(318.99)	-	-	(318.99)
Deposits - Alley lot/Other fees (net of chargebacks) - February (to date)	-	749.66	-	-	-	749.66
Deposits - Service revenue from front desk - February (to date)	-	-	1,314.74	-	-	1,314.74
02/01/24 - Bill.com Payment	(41,872.45)	(337.27)	(17,617.72)	-	-	(59,827.44)
02/05/24 - Comcast AutoPay	-	-	(200.56)	-	-	(200.56)
02/06/24 - Bill.com Payment	(425.00)	-	-	-	-	(425.00)
02/07/24 - Bill.com Payment	-	-	(192.50)	-	-	(192.50)
02/08/24 - Bill.com Payment	-	-	-	(6,187.50)	-	(6,187.50)
02/08/24 - TDS Payment	-	-	(430.48)	-	-	(430.48)
02/12/24 - Ptax Deposit - January	20,448.86	-	-	-	36,480.03	56,928.89
02/12/24 - Xcel Energy AutoPay	(69.54)	-	-	-	-	(69.54)
<b>Subtotal</b>	<b>37,071.74</b>	<b>49,042.87</b>	<b>28,227.71</b>	<b>4,323.55</b>	<b>105,380.97</b>	<b>224,046.84</b>
Anticipated Transfer from ColoTrust	17,925.50	-	-	-	-	17,925.50
Anticipated Transfer to US BANK	-	-	-	-	(105,380.97)	(105,380.97)
Anticipated Transfer from Cimarron - GF, CSID and DSF	169.80	-	-	-	-	169.80
Anticipated Transfer to Cimarron - GF	(34,235.95)	-	-	-	-	(34,235.95)
Anticipated City of Arvada AutoPay	(3,625.08)	(141.07)	(434.09)	-	-	(4,200.24)
Anticipated Xcel Energy	(1,796.56)	-	-	-	-	(1,796.56)
Anticipated Bill.com Payables	-	-	(27,793.62)	-	-	(27,793.62)
<b>Anticipated Balance</b>	<b>15,509.45</b>	<b>48,901.80</b>	<b>-</b>	<b>4,323.55</b>	<b>-</b>	<b>68,734.80</b>

(Continued)

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VAUXMONT METROPOLITAN DISTRICT  
 Schedule of Cash Position  
 December 31, 2023  
 Updated as of February 12, 2024

	General Fund	Alley Lots Fund	Recreation Ctr Fund	Candelas Special Improvement District	Debt Service Fund	Total
		<i>(Continued)</i>				
<b><u>ColoTrust</u></b>						
<b><u>Account# *****</u></b>						
Balance as of 12/31/2023	67,607.48	133,747.56	-	4,712,505.45	-	4,913,860.49
Subsequent activities:						
01/24/24 - Transfer to 1st Bank	(50,000.00)	-	-	-	-	(50,000.00)
01/31/24 - Interest Income	318.02	629.15	-	22,167.56	-	23,114.73
<i>Anticipated Transfer to 1st Bank</i>	(17,925.50)	-	-	-	-	(17,925.50)
<i>Anticipated Balance</i>	-	134,376.71	-	4,734,673.01	-	4,869,049.72
<b><u>US Bank - Sub 2019 Revenue Fund</u></b>						
<b><u>Account# *****7000</u></b>						
Balance as of 12/31/2023	-	-	-	-	22,914.31	22,914.31
Subsequent activities:						
01/01/24 - Interest Income	-	-	-	-	2,810.38	2,810.38
<i>Anticipated Transfer from 1st Bank</i>	-	-	-	-	105,380.97	105,380.97
<i>Anticipated Balance</i>	-	-	-	-	131,105.66	131,105.66
<b><u>US Bank - Subordinate 2019 Bond Fund</u></b>						
<b><u>Account# *****7001</u></b>						
Balance as of 12/31/2023	-	-	-	-	-	-
Subsequent activities:						
01/01/24 - Interest Income	-	-	-	-	6,702.89	6,702.89
<i>Anticipated Balance</i>	-	-	-	-	6,702.89	6,702.89
<b><u>US Bank - 2019 Surplus Fund</u></b>						
<b><u>Account# *****7004</u></b>						
Balance as of 12/31/2023	-	-	-	-	2,529,582.57	2,529,582.57
Subsequent activities:						
01/01/24 - Interest Income	-	-	-	-	10,674.48	10,674.48
<i>Anticipated Balance</i>	-	-	-	-	2,540,257.05	2,540,257.05
		<i>(Continued)</i>				

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VAUXMONT METROPOLITAN DISTRICT  
 Schedule of Cash Position  
 December 31, 2023  
 Updated as of February 12, 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 12/31/2023	-	-	-	-	-	-
Subsequent activities:						
01/01/24 - Interest Income	-	-	-	-	306.01	306.01
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>306.01</u>	<u>306.01</u>
<b>US Bank - 2020 Senior Revenue Fund</b>						
<b>Account# *****3000</b>						
Balance as of 12/31/2023	-	-	-	-	157,887.81	157,887.81
Subsequent activities:						
01/01/24 - Interest Income	-	-	-	-	368.94	368.94
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>158,256.75</u>	<u>158,256.75</u>
<b>US Bank - Series 2020 Senior Bond Fund</b>						
<b>Account# *****3001</b>						
Balance as of 12/31/2023	-	-	-	-	37,594.27	37,594.27
December Bond Payment						
Subsequent activities:						
01/01/24 - Interest Income	-	-	-	-	158.64	158.64
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>37,752.91</u>	<u>37,752.91</u>
<b>Anticipated balance</b>	<u><b>\$ 15,509.45</b></u>	<u><b>\$ 183,278.51</b></u>	<u><b>\$ -</b></u>	<u><b>\$ 4,738,996.56</b></u>	<u><b>\$ 2,874,381.27</b></u>	<u><b>\$ 7,812,165.79</b></u>

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**VAUXMONT METROPOLITAN DISTRICT**  
**Property Taxes Reconciliation**  
 Base AV Only  
 2023

	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	\$ 1,098.37	\$ (22.37)	\$ 40,399.04	\$ (1.68)	\$ (16.11)	\$ -	\$ 41,457.25	0.34%	0.34%	\$ 38,192.95	0.41%	0.41%
February	140,941.72	-	38,132.30	-	(2,114.13)	-	176,959.89	44.15%	44.49%	160,514.98	28.55%	28.95%
March	8,528.43	-	39,965.99	0.57	(127.94)	-	48,367.05	2.67%	47.16%	44,801.10	2.33%	31.28%
April	24,089.19	-	32,964.11	0.39	(361.34)	-	56,692.35	7.55%	54.71%	47,640.26	4.03%	35.31%
May	19,240.31	-	40,650.74	25.62	(288.99)	-	59,627.68	6.03%	60.73%	89,254.30	12.68%	47.99%
June	125,293.17	-	36,283.98	25.07	(1,879.78)	-	159,722.44	39.25%	99.98%	143,172.70	25.75%	73.74%
July	987.32	-	37,035.04	21.34	(15.13)	-	38,028.57	0.31%	100.29%	35,086.40	0.61%	74.35%
August	630.42	-	43,613.08	23.44	(9.81)	-	44,257.13	0.20%	100.49%	45,646.75	0.76%	75.11%
September	366.53	-	37,398.46	16.60	(5.75)	-	37,775.84	0.11%	100.60%	33,941.53	0.06%	75.17%
October	732.78	-	40,500.55	43.58	(11.65)	-	41,265.26	0.23%	100.83%	35,279.05	0.00%	75.17%
November	297.12	-	40,191.33	19.56	(4.75)	-	40,503.26	0.09%	100.93%	33,041.29	0.12%	75.29%
December	(864.56)	-	28,220.70	(69.16)	14.01	-	27,300.99	-0.27%	100.66%	25,340.50	0.00%	75.29%
<b>Total</b>	<b>\$ 321,340.80</b>	<b>\$ (22.37)</b>	<b>\$ 455,355.32</b>	<b>\$ 105.33</b>	<b>\$ (4,821.37)</b>	<b>\$ -</b>	<b>\$ 771,957.71</b>	<b>100.66%</b>	<b>100.66%</b>	<b>\$ 731,911.81</b>	<b>75.29%</b>	<b>75.29%</b>

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

General Fund	32.000	\$ 3,583,058	\$ 114,658.00	35.92%	\$ 115,409.91	100.66%
Debt Service Fund	57.093	\$ 3,583,058	204,567.00	64.08%	205,908.52	100.66%
	89.093		\$ 319,225.00	100.00%	\$ 321,318.43	100.66%

**Specific Ownership Tax**

General Fund	\$ 160,000.00	35.92%	\$ 163,552.76	102.22%
Debt Service Fund	285,000.00	64.08%	291,802.56	102.39%
	\$ 445,000.00	100.00%	\$ 455,355.32	102.33%

**Treasurer's Fees**

General Fund	\$ 1,720.00	35.92%	\$ 1,731.72	100.68%
Debt Service Fund	3,069.00	64.08%	3,089.65	100.67%
	\$ 4,789.00	100.00%	\$ 4,821.37	100.68%

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**Vauxmont Metropolitan District**  
**Interim Check List**  
January 10, 2024 - February 14, 2024

Check Date	Bill.com Reference	Vendor	Amount
1/17/2024	AutoPay	City of Arvada	\$ 23.88
1/24/2024	P24012302 - 0889512	Winzenburg Leff Purvis Payne Llp	800.30
1/24/2024	P24012302 - 0889512	Winzenburg Leff Purvis Payne Llp	680.00
1/24/2024	P24012302 - 0889512	Winzenburg Leff Purvis Payne Llp	34.00
1/24/2024	P24012302 - 0889512	Winzenburg Leff Purvis Payne Llp	22.00
1/24/2024	P24012302 - 0889521	Orkin	390.00
1/24/2024	P24012302 - 0889521	Orkin	390.00
1/24/2024	P24012302 - 0889521	Orkin	390.00
1/24/2024	P24012302 - 0889521	Orkin	390.00
1/24/2024	P24012302 - 0889528	JLSS, LLC	1,900.00
1/24/2024	P24012302 - 0889528	JLSS, LLC	1,080.00
1/24/2024	P24012302 - 0889531	Frontier Business Products	87.75
1/24/2024	P24012302 - 0889531	Frontier Business Products	71.03
1/24/2024	P24012302 - 0889536	Environmental Designs, Inc.	33,423.80
1/24/2024	P24012302 - 0889536	Environmental Designs, Inc.	3,335.04
1/24/2024	P24012302 - 0889536	Environmental Designs, Inc.	3,310.00
1/24/2024	P24012302 - 0889536	Environmental Designs, Inc.	2,650.00
1/24/2024	P24012302 - 0889536	Environmental Designs, Inc.	2,115.00
1/24/2024	P24012302 - 0889536	Environmental Designs, Inc.	1,535.00
1/24/2024	P24012302 - 0889551	A1 ENVIRONMENTAL PEST	100.00
1/24/2024	P24012302 - 0889551	A1 ENVIRONMENTAL PEST	75.00
1/24/2024	P24012302 - 0889556	Vectra Mechanical - Flow-Rite	2,891.00
1/24/2024	P24012302 - 0889562	Security Central, Inc.	178.59
1/24/2024	P24012302 - 0889566	Republic Services #535	110.40
1/24/2024	P24012302 - 0889570	Republic Services #535	110.40
1/24/2024	P24012302 - 0889574	Rasco Janitorial Supply	239.37
1/24/2024	P24012302 - 0889576	Colorado Tree Coalition	3,995.00
1/24/2024	P24012302 - 0889579	Cintas	165.15
1/24/2024	P24012302 - 0889582	Cintas	145.00
1/24/2024	P24012302 - 0889586	Aqua Sierra Inc.	6,432.40
1/24/2024	P24012302 - 0889588	Anna Smith	107.30
1/24/2024	P24012302 - 0889592	303 Networks, Inc.	720.00
1/24/2024	AutoPay	Smartwebs	540.00
1/26/2024	AutoPay	Xcel Energy	3,133.02
1/30/2024	AutoPay	Felxfone	113.06
1/31/2024	P24013002 - 2066761	Thompson Safety - Denver	318.99
2/1/2024	P24013102 - 2311246	Timberline District Consulting Llc	59,827.44
2/5/2024	AutoPay	Comcast	200.56
2/6/2024	P24020602 - 3438298	Artistic Event Entertainment	425.00

(Continued)



**Vauxmont Metropolitan District**  
**Interim Check List**  
 January 10, 2024 - February 14, 2024

Check Date	Bill.com Reference	Vendor	Amount
<i>(Continued)</i>			
2/7/2024	P24020602 - 3438385	Allegion Access Technologies LLC	192.50
2/8/2024	AutoPay	TDS	430.48
2/12/2024	AutoPay	Xcel Energy	69.54
<b>Check List Total</b>			<b>\$ 133,148.00</b>

Check List Count = 65

<u>Summary by Fund</u>		
General Fund Total	\$	94,556.82
Alley Lots Fund		8,437.31
Rec Center Fund		30,153.87
Debt Service Fund		-
<b>Total \$</b>		<b>133,148.00</b>

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## MEMORANDUM

TO: Board of Directors/Vauxmont Metropolitan District

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

DATE: February 15, 2024

RE: Legal Status Report – February 20, 2024 Special Board Meeting

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### REGULAR SESSION

**Cimarron/Vauxmont Preliminary 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.

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

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Board of Directors / Vauxmont Metropolitan District  
 Legal Status Report  
 February 15, 2024  
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Action Requested: None at this time.

**Candelas Design Review Committee (CDRC).** The CDRC was formed pursuant to the Protective Covenants and Easements for the Candelas Community, recorded in 2012 and as amended. The CDRC provides design review, architectural review and covenant enforcement services. The District engages the law firm of Winzenburg, Leff, Purvis & Payne, LLP, which specializes in this area of law. The District’s covenant enforcement counsel (Lindsay Smith) is working with the CDRC and community management consultant (Timberline) on certain variance requests, and proposed revisions to the existing design review guidelines, and variance procedures. Ms. Smith is working on a draft resolution establishing a charter for the CDRC to assist in fulfilling these purposes, and which comport with the District’s committee criteria.

Action Requested: Review draft resolution establishing a charter for the CDRC.

### **District Committees.**

We have advised that the District should formally establish District committees by resolution to ensure the committees have a clear delegation of duties and operate in compliance with Colorado’s Open Meetings and other applicable laws. Forms of resolutions for the existing “standing” committees, Finance, Landscape and Alley Lot Committees, have been prepared in draft for review and input by the Board. Upon adoption, these committee resolutions will supersede and replace the existing resolutions. A separate resolution following a similar format will be prepared for the existing “Social Committee” for which there currently is no resolution in place. Standing committees perform a continuing function and remain in existence until otherwise terminated by the Board. “Special” committees of the Board may be established by the Board from time to time, as the need may arise, to carry out a specified task and which automatically cases to exist at the completion of the task.

In addition, a draft resolution regarding “Rules of Conduct” for committee meetings and committee members has been prepared, which would apply to all District committees.

Action Requested. Review and discuss draft committee resolutions, including the delegation of duties for each committee.

### **Contract Matters.**

***TDC Services Agreement.*** Timberline District Consulting, LLC entered into a community management services agreement with Vauxmont and Cimarron Metro Districts on September 1, 2021. Pursuant to the agreement, TDC provides certain community management services to the District as an independent contractor for one-year periods which automatically renew each January 1<sup>st</sup>, subject to annual budget and appropriations or termination by either party. The District has the ability to terminate the agreement with 30 days’ notice, and TDC has the ability to terminate with 45 days’ notice. Pursuant to the 2021 agreement, TDC’s services are compensated on a time and materials basis pursuant to a monthly invoice, in a total annual amount not to exceed \$250,000 unless otherwise approved by the Board.

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TDC's scope of work includes the following 5 categories of services:

- Covenant Enforcement & Control / Design Review
- Open Space, Grounds Maintenance Oversight & Management of Community Gardens
- Pool Management
- Recreation Facility Management / Front Desk Staffing / Social Programming / Use of Parks/Reservations / Coordination of Committee Meetings
- Website Maintenance / Community Outreach / Announcements

TDC's 2024 Rate Sheet provides updated hourly rates and costs for its services.

The Board has the opportunity to review the agreement and scope of services and request modifications if deemed necessary for performance of the community management services.

Action Requested. Review current agreement with TDC, 2024 scope of services, and consider for approval.

### **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 definitions of potentially liable parties include 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.

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

Action Requested. None at this time.

### **Tree Planting Golf Fundraiser.**

Residents are interested in holding a golf outing to raise awareness and funds for the annual volunteer tree planting event. Director Hart asked about the District's participation options in the proposed fundraiser. VMD could participate on various levels, from organizing and hosting the outing to promoting participation through its website and newsletter. Organizing and hosting the outing will require coordination with insurance, input from legal counsel regarding required contracts, and coordination with potential sponsors. An option between

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hosting and simply getting the word out is to participate as a sponsor/promoter. Some ideas for this option include:

- Use of Sustainability Trust funds to sponsor a prize for the outing winners and hole competitions such as closest to the pin and longest drive. The Trust would provide prizes to incentivize players to participate in the outing and individual competitions, which would raise funds for the tree planting event.
- Use of Sustainability Trust funds to provide exhibits near the staging area for the tournament and on certain golf holes. The exhibits could provide educational information related to the benefits of tree planting, proper care of trees, and other sustainability-focused efforts/information.

Action Requested. Discuss the participation of VMD in the proposed golf fundraiser, and what role VMD may take.

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

A memorandum regarding our research, analysis, findings, and recommendations regarding this matter will be provided under separate cover as an “executive session” enclosure for the CSID No. 1 meeting packet. We intend to discuss this further at the meeting in executive session as part of the CSID No. 1 Board meeting.

Action Requested. Discuss the findings and recommendations in executive session at the CSID No.1 meeting.

## **EXECUTIVE SESSION REPORT**

**Vauxmont Metro District / Contract Matter Legal Counsel Consultation.** The Board has received notice of issues involving its contractor, TDC, related to its performance of services in the community for the District. The notice has been submitted to the District’s insurance provider, and an attorney has been assigned to the District for “pre-loss legal assistance.” The matter will be discussed further in executive session. Communication from the District’s litigation defense attorney will be provided under separate cover as an “executive session” enclosure for the VMD meeting packet. *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, for the purpose of consultation with the attorney on specific legal questions related to TDC contract and potential litigation, and receiving legal advice thereon. Adjourn to Executive Session pursuant to Section 24-6-402(4)(b), C.R.S.*

**CSID No. 1 / Legal Counsel Consultation.** Legal counsel has performed research and analysis regarding Candelas Sustainability Trust, Sustainability Committee and Sustainability Program, which may be discussed in an executive session of the CSID No. 1.

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*If needed, the CSID No. 1 Board may call an executive session for the purpose of consultation with legal counsel on specific legal questions related to the sustainability trust program and CSID No. 1 governing documents and operations, authorized pursuant to § 24-6-402(4)(b), C.R.S.*

**AMENDED AND RESTATED RESOLUTION OF THE  
BOARD OF DIRECTORS OF  
THE VAUXMONT METROPOLITAN DISTRICT  
REGARDING FORMATION OF AN ALLEY LOT COMMITTEE**

At a special meeting of the Board of Directors of the Vauxmont Metropolitan District, Jefferson County, Colorado, held at 4:00 P.M., on Tuesday, \_\_\_\_\_ 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 wishes to ensure that the residents of the District and the Candelas community generally, which includes Vauxmont Metropolitan District, have input regarding and an organized method by which to communicate concerns regarding landscaping within the "Alley Lots"<sup>1</sup> community that is owned or maintained by the District (the "Alley Lot Landscaping"); 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 input and citizen feedback regarding Alley Lot Landscaping and therefore wishes to form a committee to address such issues (as more fully described herein the "Alley Lot Committee"); and

**WHEREAS**, the Alley Lot Committee shall serve as a beneficial means by which the Board may seek and receive resident input in a direct and educated manner allowing residents to voice concerns and effectuate corrective actions, when necessary, by direct consultation with the Board and District consultants; and

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<sup>1</sup> The "Alley Lots" consist of the following property shown on the Plat of Candelas Filing No. 1, recorded in the real property records of Jefferson County, Colorado at Reception No. 2011039877, as amended and supplemented:

Lots 1 through 13, inclusive, Block 12,  
 Lots 1 through 9, inclusive, Block 13,  
 Lots 1 through 4, inclusive, Block 14,  
 Lots 1 through 4, inclusive, Block 15,  
 Lots 1 through 3, inclusive, Block 16,  
 Lots 1 through 4, inclusive, Block 17,  
 Lots 1 through 16, inclusive, Block 19,  
 Lots 1 through 13, inclusive, Block 20.



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

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

1. Purpose. The Alley Lot Committee is hereby established by this resolution of the Board as a “standing committee” of the District. The purpose of the Alley Lot Committee is as follows:
  - a. To advise and make recommendations to the Board regarding policies and operations related to Alley Lot Landscaping, as authorized herein, The Alley Lot Committee has no authority to make decisions on behalf of the District without express consent or delegation of the Board.
  - b. To gather information from the Candelas Alley Lots community which may affect the Alley Lot Landscaping.
  - c. To monitor the progress of the maintenance and needs of the Alley Lot Landscaping.
  - d. To act as a liaison between the Alley Lots community and the Board of Directors and District manager (currently Timberline District Consulting, LLC).
2. Committee Members.
  - a. The Alley Lot Committee shall be comprised of at least five and no more than seven members to be appointed by the Board. Appointees of the Alley Lot Committee shall be residents who reside within the Alley Lots. **[A member of the Board shall be appointed to serve as a member of the Alley Lot Committee. CONFIRM]**
  - b. The District shall solicit applications from interested residents of the Alley Lots to serve on the Alley Lot 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 members of the Board.
  - c. The term of members of the Alley Lot 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 Alley Lot 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 Alley Lot Committee member may resign by giving written notice to the Chair of the Committee or to the Board. 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 Alley Lot Committee by resignation or removal shall be filled by appointment by the Board.
  - e. All members of the Alley Lot Committee serve at the discretion of the Board and may be removed by action of the Board at any time.
  - f. The Alley Lot Committee shall nominate a chairperson from its membership on an annual basis at its first meeting following the annual regular meeting of the Board (or such special meeting held in substitute thereof).
  - g. Each member of the Alley Lot Committee shall be entitled to one vote on all Alley Lot Committee matters.
3. Committee Meetings.
- a. Regular or special meetings of the Alley Lot 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 Candelas Committee shall take place on a monthly basis in accordance with a schedule determined by the Alley Lot Committee. Special meetings may be called as deemed necessary by the Committee.
  - c. Notice of the regular meeting schedule of the Alley Lot 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 Alley Lot Committee are open to the public.
  - e. All Alley Lot 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 Alley Lot Committee shall be authorized to perform the following activities on behalf of the Board:

- a. Monitor the progress of the maintenance and needs of the Alley Lot Landscaping.
- b. Conduct a quarterly survey of the residents within the Alley Lots community regarding issues related to Alley Lot Landscaping.
- c. Receive comments from residents within the Alley Lots regarding issues related to Alley Lot Landscaping.
- d. Based on personal observations, comments received, and results of the quarterly survey conducted, compile a list of survey feedback and comments received from the residents related to Alley Lot Landscaping.
- e. Transmit the list to the Board and the District's Manager (currently Timberline District Consulting, LLC) on an as needed basis.
- f. Provide a written report to the Board at the end of each quarter on the progress or lack thereof in addressing any concerns about the Alley Lot Landscaping. For purposes of reporting quarters shall be designated as follows in order to coincide with the District annual regular meetings:
  - Q1: Nov-Dec-Jan
  - Q2: Feb-Mar-Apr
  - Q3: May-June-July
  - Q4: Aug-Sept-Oct
- g. Make recommendations to the Board and/or District Management for items the Alley Lot Committee identifies as needing to be addressed within the District, as it relates to Alley Lot Landscaping.

5. Limitations of Authority.

- a. The Alley Lot Committee has no authority to make decisions on behalf of the District without express consent or delegation of the Board.
- b. The Alley Lot Committee does not have the authority to give directions and/or instructions to contractors, management, consultants or employees of the District, unless otherwise approved by the Board.
- c. The Alley Lot Committee may not seek bids for services or any other matters without the express consent or delegation of the Board.
- d. The Alley Lot 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.

- 6. Amended and Restated Resolution. This Resolution amends, restates and replaces the Resolution of the Board Regarding Formation of an Alley Lot Committee previously adopted by the Board on May 16, 2023.

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

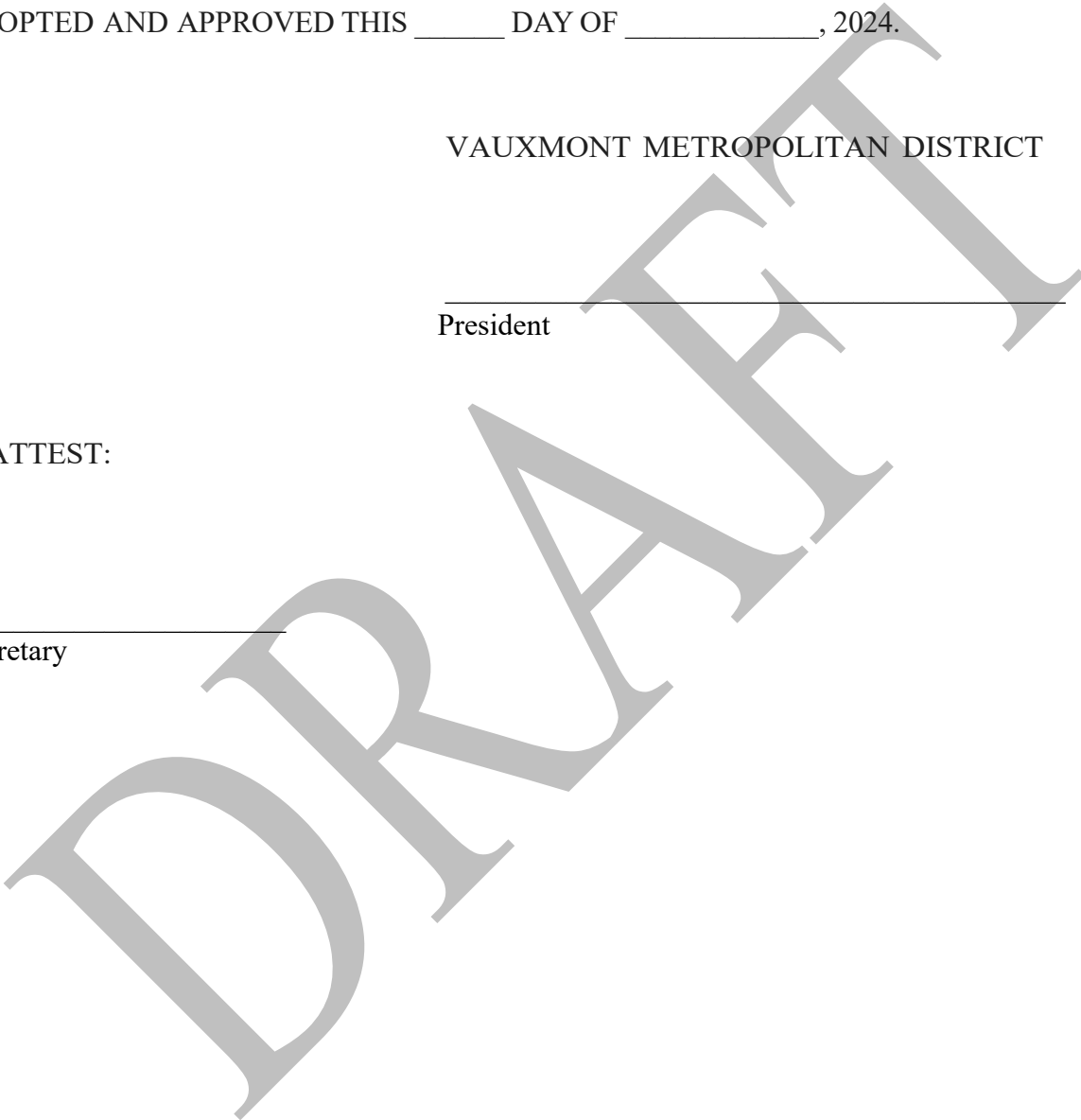
ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

VAUXMONT METROPOLITAN DISTRICT

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary



**AMENDED AND RESTATED RESOLUTION OF  
THE BOARD OF DIRECTORS OF  
THE VAUXMONT METROPOLITAN DISTRICT REGARDING  
FORMATION OF A FINANCE COMMITTEE**

At a special meeting of the Board of Directors of the Vauxmont Metropolitan District, Jefferson County, Colorado, held at 4:00 P.M., on Tuesday, \_\_\_\_\_ 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(l)(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(l)(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 wishes to ensure that the residents of the District and the Candelas community generally, which includes Vauxmont Metropolitan District, have input regarding and an organized method by which to communicate concerns regarding finances pertaining to the Candelas community, and to assist the Board in the performance of its duties to the District; 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 input and citizen feedback regarding District finances and budget, and therefore wishes to form a committee to address such issues (as more fully described herein the "Finance Committee"); and

**WHEREAS**, the Finance Committee shall serve as a beneficial means by which the Board may seek and receive resident input in a direct and educated manner allowing residents to voice concerns and effectuate corrective actions, when necessary, by direct consultation with the District Board and District consultants; and

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

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

1. Purpose. The Finance Committee is hereby established by this resolution of the Board as a “standing committee” of the District. The purpose of the Finance Committee is as follows:
  - a. To advise and make recommendations to the Board regarding policies and operations related to the District’s current and future budget and financial planning.
  - b. To gather information from the Candelas community which may affect the District’s finances and budget.
  - c. To monitor the progress of the District’s budgetary goals.
  - d. To act as a liaison between the Candelas community and the Board, and the District's Manager (currently Timberline District Consulting, LLC).
  
2. Committee Members.
  - a. The Finance Committee shall be comprised of at least five and no more than seven members to be appointed by the Board. Appointees of the Finance Committee shall be residents who reside within the Candelas community. **[A member of the Board shall be appointed to serve as a member of the Finance Committee. CONFIRM]**
  - b. The District shall solicit applications from interested residents to serve on the Finance 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 Finance 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 Finance 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 Finance Committee member may resign by giving written notice to the Chair of the Committee or to the Board. 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 Finance Committee by resignation or removal shall be filled by appointment by the Board.

- e. All members of the Finance Committee serve at the discretion of the Board and may be removed by action of the Board at any time.
- f. The Finance 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 Finance Committee shall be entitled to one vote on all Finance Committee matters.

3. Committee Meetings.

- a. Regular or special meetings of the Finance 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 Finance Committee shall take place on a monthly basis in accordance with a schedule determined by the Finance Committee. Special meetings may be called as deemed necessary by the Committee.
- c. Notice of the regular meeting schedule of the Finance 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 Finance Committee are open to the public.
- e. All Finance 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 Finance Committee shall be authorized to perform the following activities on behalf of the Board:

- a. Monitor the progress of the District's budget, including the expenditure of District funds and receipt of District revenues through the review of the District's public records, including Board-approved financial statements, schedule of cash position, and similar documents.
- b. Conduct a quarterly survey of the residents within the Districts regarding issues related to District finances.

- c. Receive comments from residents within the District regarding issues related to District finances and budget.
- d. Based on personal observations, comments received, and results of the quarterly survey conducted, compile a list of survey feedback and comments received from the residents related to District finances and budget.
- e. Transmit the list to the Board and the District's Manager (currently Timberline District Consulting, LLC) **[confirm]** on an as needed basis.
- f. Provide a written report to the Board at the end of each quarter on the progress or lack thereof in addressing any concerns about finances/budget. 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
- g. Make recommendations to the Board and/or District Management for items the Finance Committee identifies as needing to be addressed within the District, as it relates to District finances and budget.

5. Limitations of Authority.

- a. The Finance Committee has no authority to make decisions on behalf of the District without express consent or delegation of the Board.
- b. The Finance Committee does not have the authority to give directions and/or instructions to contractors, management, consultants or employees of the District, unless otherwise approved by the Board.
- c. The Finance Committee may not seek bids for services or any other matters without the express consent or delegation of the Board.
- d. The Finance 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.

6. Amended and Restated Resolution. This Resolution amends, restates and replaces the Resolution of the Board Regarding Formation of a Finance Committee previously adopted by the Board on March 16, 2023.



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

ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

VAUXMONT METROPOLITAN DISTRICT

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

DRAFT

**AMENDED AND RESTATED RESOLUTION OF THE  
BOARD OF DIRECTORS OF  
THE VAUXMONT METROPOLITAN DISTRICT  
REGARDING FORMATION OF A LANDSCAPE COMMITTEE**

At a special meeting of the Board of Directors of the Vauxmont Metropolitan District, Jefferson County, Colorado, held at 4:00 P.M., on Tuesday, \_\_\_\_\_, 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 29, 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 wishes to ensure that the residents of the District and the Candelas community generally, which includes Vauxmont Metropolitan District, have input regarding and an organized method by which to communicate concerns regarding landscaping within the Candelas community that is owned or maintained by the District (the "District Landscaping"), and to assist the Board in the performance of its duties to the District; 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 input and citizen feedback regarding District Landscaping and therefore wishes to form a committee to address such issues (as more fully described herein the "Landscape Committee"); and

**WHEREAS**, the Landscape Committee shall serve as a beneficial means by which the Board may seek and receive resident input in a direct and educated manner allowing residents to voice concerns and effectuate corrective actions, when necessary, by direct consultation with the Board and District consultants; and

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

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

1. Purpose. The Landscape Committee is hereby established by this resolution of the Board as a “standing committee” of the District. The purpose of the Landscape Committee is as follows:
  - a. To advise and make recommendations to the Board regarding policies and operations related to District Landscaping, as authorized herein.
  - b. To gather information from the Candelas community which may affect the District Landscaping.
  - c. To monitor the progress of the maintenance and needs of the District Landscaping.
  - d. To act as a liaison between the District and the Board and District manager (currently Timberline District Consulting, LLC).
  
2. Committee Members.
  - a. The Landscape Committee shall be comprised of at least five and no more than seven members to be appointed by the Board. Appointees of the Landscape Committee shall be residents who reside within the Candelas community with at least one Landscape Committee member from each “View” within which residents reside. **[A member of the Board shall be appointed to serve as a member of the Landscape Committee. CONFIRM]**
  - b. The District shall solicit applications from interested residents of the District to serve on the Landscape 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 members of the Board.
  - c. The term of members of the Landscape Committee shall be approximately one year and run from the annual regular meeting of the Board to the next such annual regular meeting (or such special meeting held in substitute thereof). Any Landscape Committee member that is appointed between annual regular meetings of the District's Board shall serve until the next such annual regular meeting (or such special meeting held in substitute thereof).
  - d. Any Landscape Committee member may resign by giving written notice to the Chair of the Committee or to the Board. 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 Committee by resignation or removal shall be filled by appointment by the Board.

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

3. Committee Meetings.

- a. Regular or special meetings of the Landscape 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 Candelas Committee shall take place on a monthly basis in accordance with a schedule as determined by the Landscape Committee. Special meetings may be called as deemed necessary by the Committee.
- c. Notice of the regular meeting schedule of the Landscape 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 twenty four (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 twenty-four (24) hours in advance of the time fixed for the meeting.
- d. All regular and special meetings of the Landscape Committee are open to the public.
- e. All Landscape 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, Landscape Committee shall be authorized to perform the following activities on behalf of the Board:

- a. Monitor the progress of the maintenance and needs of the District Landscaping.
- b. Conduct a quarterly survey of the residents within the District regarding issues related to District Landscaping.
- c. Receive comments from residents within the District regarding issues related to District Landscaping.

- d. Based on personal observations, comments received, and results of the quarterly survey conducted, compile a list of survey feedback and comments received from the residents related to District Landscaping.
- e. Transmit the list to the Board and the District's Manager (currently Timberline District Consulting, LLC) on an as needed basis.
- f. Provide a written report to the Board at the end of each quarter on the progress or lack thereof in addressing any concerns about the District Landscaping. For purposes of reporting quarters shall be designated as follows in order to coincide with the District annual regular meetings:
  - Q1: Nov-Dec-Jan
  - Q2: Feb-Mar-Apr
  - Q3: May-June-July
  - Q4: Aug-Sept-Oct
- g. Make recommendations to the Board and/or District Management for items the Landscape Committee identifies as needing to be addressed within the District, as it relates to District Landscaping.

5. Limitations of Authority.

- a. The Landscape Committee has no authority to make decisions on behalf of the District without express consent or delegation of the Board.
- b. The Landscape Committee does not have the authority to give directions and/or instructions to contractors, management, consultants or employees of the District, unless otherwise approved by the Board.
- c. The Landscape Committee may not seek bids for services or any other matters without the express consent or delegation of the Board.
- d. The Landscape 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.

6. Amended and Restated Resolution. This Resolution amends, restates and replaces the Resolution of the Board Regarding Formation of a Landscape Committee previously adopted by the Board on March 16, 2023.

**[The remainder of this page is intentionally left blank.]**

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

ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

VAUXMONT METROPOLITAN DISTRICT

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

DRAFT

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE VAUXMONT METROPOLITAN DISTRICT  
ADOPTING A POLICY REGARDING THE RULES OF CONDUCT  
FOR COMMITTEE MEETINGS AND COMMITTEE MEMBERS**

At the special meeting of the Board of Directors of the Vauxmont Metropolitan District, Jefferson County, Colorado, held at 4:00 P.M., on Tuesday, \_\_\_\_\_, 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”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing pursuant to §§ 32-1-101, *et seq.*, C.R.S.; and

**WHEREAS**, the Board of Directors of the District (collectively referred to as 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(l)(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(l)(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 has established or may establish various “standing” and “special” committees (“Committee”) for the purpose of assisting the Board with the functions of the District; and

**WHEREAS**, to ensure that such committees are operating in an efficient and effective manner, in compliance with Colorado law, the Board desires to adopt a policy regarding the rules of conduct applicable to all meetings held by any such Committee established by the Board (“Committee Meeting(s)”), and applicable to their Committee members (“Committee Member(s)”).

NOW THEREFORE, the Board hereby adopts this Resolution and the following rules for Committee Meetings and Committee Members:

1. Committee Types.
  - a. Standing Committee: A “standing” Committee of the Board is established to assist the Board in the exercise of its powers and responsibilities, pursuant to the Special District Act, §§ 32-1-101, *et seq.*, C.R.S. and the laws of the State of Colorado. A standing Committee performs a continuing function and remains in existence until otherwise terminated by the Board.

- b. Special Committee: A “special” Committee of the Board may be established from time to time, as the need may arise, to carry out a specified task, and which automatically ceases to exist at the completion of such task.
2. Committee Meetings Rules of Conduct. All Committee Meetings, including both standing and special Committee Meetings, shall be governed by the following rules of conduct and order:
    - a. The Chairperson or designee shall chair all Committee Meetings (the “Chair”).
    - b. Committee Meetings shall be open to attendance by all members of the public and meeting agendas shall be posted on the District’s website.
    - c. Written minutes shall be taken of the Committee Meetings, and presented to the Board at meetings of the Board, which shall be public records made available to the public for review.
    - d. The date, time and place for all regular Committee Meetings shall be posted on the District’s website. The date, time and place for any special Committee Meeting shall be sent to the District Manager for posting on the District’s website no less than 24 hours prior to the meeting.
    - e. Agendas for all regular and special Committee Meetings shall be sent to the District’s Manager for posting on the District’s website at least 24 hours in advance of the time fixed for the meeting.
    - f. The Committee shall appoint a “Secretary.” The Secretary or any other individual so designated shall keep or cause to be kept the minutes of the Committee Meetings.
    - g. Committee Meetings shall be conducted by the Chair in a manner consistent with the policies of the District. Robert's Rules of Order shall also be used as a general guideline for meeting protocol.
    - h. The Committee may, in its discretion, designate a public comment period during Committee Meetings (the “Public Comment Period”). It is only during the Public Comment Period that persons may address the Committee, unless the Committee specifically solicits input from the audience at another time during the Committee Meeting.
    - i. Any person desiring to speak during the Public Comment Period shall sign up on the list provided at check in.
    - j. Anyone wishing to speak must first be recognized by the Chair.



- k. Only one person may speak at a time.
  - l. Each person shall be given up to a maximum of three minutes to make a statement or to ask questions during the Public Comment Period. Such time limit may be increased or decreased by the Chair, but shall be uniform for all persons.
  - m. Committee Members may individually decide whether or not to answer questions and/or respond to comments received during a Public Comment Period at a Committee Meeting.
  - n. Each person may only speak once during the Public Comment Period.
  - o. Yielding of time by a speaker to another individual shall not be permitted.
  - p. Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting.
  - q. Comments are to be relevant to the purpose of the Committee Meeting.
  - r. Anyone disrupting a Committee Meeting, as determined by the Chair or a majority of the Committee Members, shall be asked to “come to order.” Anyone who does not come to order will be requested to immediately leave the regular or special meeting.
3. Committee Members Rules of Conduct. Each Committee Member appointed by the Board to any committee established by the Board shall adhere to the following rules of conduct:
- a. No Committee Member shall use their position for private gain, including but not limited to the purpose of enhancement of their financial status through the use of certain contractors or suppliers.
  - b. No Committee Member shall accept a gift or favor made with the intent of influencing a decision or action on any official matter.
  - c. No Committee Member shall receive any compensation from the District for acting as a volunteer.
  - d. No Committee Member shall cause a violation of the Colorado Open Meetings Law, §§ 24-6-402, *et seq.*, C.R.S., which shall include causing any discussion of public business amongst three or more Committee Members of the same committee outside of a properly noticed public meeting, whether in-person, email, text message or otherwise.
  - e. No Committee Member shall willingly misrepresent facts to the owners,

residents and taxpayers of the District for the sole purpose of advancing a personal cause or influencing the community to place pressure on any committee or the Board to advance a personal cause.

- f. No Committee Member shall harass, threaten, or attempt through any means to control or instill fear in any owner, resident, taxpayer, Board member, agent, consultant or contractor of the District.
  - g. No Committee Member shall knowingly misrepresent any fact to anyone involved in any matter with the District which would benefit the Committee Member in any way.
  - h. Language and decorum at District and/or Committee Meetings will be kept professional. Personal attacks against owners, residents, managers, service providers and Board members are prohibited and are not consistent with the best interest of the District.
4. Amendment. This Resolution may be amended from time to time by the Board of Directors.
5. Effective Date. This Resolution shall become effective upon adoption.

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

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ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

VAUXMONT METROPOLITAN DISTRICT

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

DRAFT

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

At a special meeting of the Board of Directors of the Vauxmont Metropolitan District, Jefferson County, Colorado, held at 4:00 P.M., on Tuesday, March 16, 2023, at the Parkview Swim and Fitness Center, 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 (collectively referred to as the "Board" or individually as "Director(s)") has a duty to perform certain obligations in order to assure the efficient operation of the District; and

**WHEREAS**, pursuant to § 32-1-1001(l)(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(l)(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 wishes to ensure that the residents of the District and the Candelas community generally, which includes Vauxmont Metropolitan District, have input regarding and an organized method by which to communicate concerns to the District and contractors and consultants regarding finances pertaining to the Candelas community; and

**WHEREAS**, to best serve the public's needs and the needs of residents within the Districts' combined boundaries, the District recognizes the importance of seeking public input and citizen feedback regarding District finances and therefore wishes to form a committee to address such issues (as more fully described herein the "Finance Committee"); and

**WHEREAS**, the Finance Committee shall serve as a beneficial means by which the Board may seek and receive resident input in a direct and educated manner allowing residents to voice concerns and effectuate corrective actions, when necessary, by direct consultation with the District Board and District consultants; and

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

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

1. The hereby forms a Finance Committee of the District. The purpose of which is to serve in an advisory role and make recommendations to the Board regarding policies and operations related to District Finances and the Budget, as authorized herein, act as a liaison between the District and the Board, and the District's Manager (currently Timberline District Consulting, LLC). The Finance Committee has no authority to make decisions on behalf of the District without express consent or delegation of the Board.
2. The Finance Committee shall be comprised as follows:
  - a. The Finance Committee shall be comprised of Five - Seven residents who reside within the Candelas Community. Directors of the District shall not sit as appointed members of the Committee.
  - b. All Finance Committee members need to be team players that have high integrity, the ability to make wise decisions, a positive attitude, self-control - especially on social media, competence, high character, and are committed to neighborhood unity and well-being while acting in a professional and reasonable manner. All Finance Committee members must see themselves as representatives of their neighbors and understand that for the Candelas community to do well, it is best that the Finance Committee presents unified positive positions.
  - c. The District shall solicit applications from interested residents to serve on the Finance Committee throughout the year. Such applications may be reviewed by members of the District's Board.
  - d. The term of members of the Finance 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 member that is appointed to serve on the Finance Committee 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). All members of the Finance Committee serve at the discretion of the Board and may be removed by action of the Board at any time.
3. The Finance 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).

4. Each member of the Finance Committee shall be entitled to one vote on all Finance Committee matters.
5. Committee Rules for Time Management should be adhered to:
  - a. Meeting organizers should set a meeting agenda with reasonable time guidelines as appropriate. The agenda should be reviewed at the beginning of each meeting for additions or adjustments.
  - b. Where possible meeting organizers should send advanced notice of proposed agenda topics to other meeting attendees to aid attendees in prioritizing attendance.
  - c. Meeting organizers should routinely check-in on agenda progress and remaining time to ensure progress towards agenda objectives.
  - d. Meeting organizers should set a length to conclude each topic to avoid excessive runover. A timer is recommended as an aid towards productivity and fairness.
  - e. Meeting organizers should communicate time limits for individual speakers or commentors. In practice this is good to review at the meeting start and to grant a “floor time” when recognizing speakers.
  - f. Meeting organizers may politely ask about the original question as needed to aid recognized speakers in productive comment.
  - g. Speakers shall not grant or yield their time to another except at the discretion of the meeting organizer.
  - h. Meeting organizers shall maintain mindfulness of staff time and cost. Meetings should be structured to minimize billed time by techniques including structuring billable speakers towards the beginning of meetings or having them join later in a meeting. Meeting organizers should weigh the advantage of having separate meetings for billable speaker’s vs open committee discussion.
  - i. Residents who are not on the Finance Committee are not invited to these meetings. They will get a full report at the Board Meetings or any open Town Halls.
6. The Finance Committee shall fulfill the following purposes:
  - a. Conduct a quarterly survey of the residents within the Districts regarding issues related to District Finances.
  - b. Receive comments from residents within the District regarding issues related to District Finances / Budget.
  - c. Based on personal observations, comments received, and results of the quarterly survey conducted, compile a list of issues, including, but not limited to, all safety concerns.
  - d. Transmit the list to the Board, the District's Manager (currently

Timberline District Consulting, LLC) on an as needed basis.

- e. Report to the Board at the end of each quarter on the progress or lack thereof in addressing the concern about finances/budget and/or the District's Manager. 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


- f. Make recommendations to the Board and/or District Management for items the Finance Committee feels need to be addressed within the District, as it relates to District Finances and Budget.

**[The remainder of this page is intentionally left blank.]**

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

**ADOPTED AND APPROVED**  
THIS 16th DAY OF MAY 2023.

VAUXMONT METROPOLITAN DISTRICT

By:   
Its: President

ATTEST:

By:   
Its: Secretary



**RESOLUTION OF  
THE BOARD OF DIRECTORS OF THE  
VAUXMONT METROPOLITAN DISTRICT REGARDING  
FORMATION OF AN ALLEY LOT COMMITTEE**

At a special meeting of the Board of Directors of the Vauxmont Metropolitan District, Jefferson County, Colorado, held at 4:00 P.M., on Tuesday, May 16, 2023, at the Parkview Swim and Fitness Center, 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 (collectively referred to as the "Board" or individually as "Director(s)") has a duty to perform certain obligations in order to assure the efficient operation of the District; and

**WHEREAS**, pursuant to § 32-1-1001(l)(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(l)(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 wishes to ensure that the residents of the District and the Candelas community generally, which includes Vauxmont Metropolitan District, have input regarding and an organized method by which to communicate concerns to the District and contractors and consultants regarding landscaping within the Alley Lots community that is owned by the District (the "District Landscaping"); and

**WHEREAS**, to best serve the public's needs and the needs of residents within the District combined boundaries, the District recognizes the importance of seeking public input and citizen feedback regarding Alley Lot Landscaping and therefore wishes to form a committee to address such issues (as more fully described herein the "Alley Lot Committee"); and

**WHEREAS**, the Alley Lot Committee shall serve as a beneficial means by which the Board may seek and receive resident input in a direct and educated manner allowing residents to voice concerns and effectuate corrective actions, when necessary, by direct consultation with the Board and District consultants; and

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

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

1. The Board hereby forms an Alley Lot Committee of the District. The purpose of which is to serve in an advisory role and make recommendations to the Board of Directors of the District regarding policies and operations related to Alley Lot Landscaping, as authorized herein, act as a liaison between the Alley Lots and the Board of Directors, and the District manager (currently Timberline District Consulting, LLC). The Alley Lot Committee has no authority to make decisions on behalf of the District without express consent or delegation of the Board.
2. The Alley Lot Committee shall be comprised as follows:
  - a. The Alley Lot Committee shall be comprised of Five - Seven residents who reside within the Alley Lots. Directors of the District shall not sit as appointed members of the Committee.
  - b. All Alley Lot Committee members need to be team players that have high integrity, the ability to make wise decisions, a positive attitude, self-control - especially on social media, competence, high character, and are committed to neighborhood unity and well-being while acting in a professional and reasonable manner. All Alley Lot Committee members must see themselves as representatives of their neighbors and understand that for the Candelas community to do well it is best that the Alley Lot Committee presents unified positive positions.
  - c. The District shall solicit applications from interested residents of the Alley Lots to serve on the Alley Lot Committee throughout the year. Such applications may be reviewed by the members of the Board.
  - d. The term of members of the Alley Lot 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 member that is appointed to serve on the Alley Lot Committee 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). All members of the Alley Lot Committee serve at the discretion of the Board

and may be removed by action of the Board at any time.

3. The Alley Lot Committee shall nominate a chairperson from its membership on an annual basis at its first meeting following the annual regular meeting of the Board (or such special meeting held in substitute thereof).
4. Each member of the Alley Lot Committee shall be entitled to one vote on all Alley Lot Committee matters.
5. Committee Rules for Time Management should be adhered to:
  - a. Meeting organizers should set a meeting agenda with reasonable time guidelines as appropriate. The agenda should be reviewed at the beginning of each meeting for additions or adjustments.
  - b. Where possible meeting organizers should send advanced notice of proposed agenda topics to other meeting attendees to aid attendees in prioritizing attendance.
  - c. Meeting organizers should routinely check-in on agenda progress and remaining time to ensure progress towards agenda objectives.
  - d. Meeting organizers should set a length to conclude each topic to avoid excessive runover. A timer is recommended as an aid towards productivity and fairness.
  - e. Meeting organizers should communicate time limits for individual speakers or commentators. In practice this is good to review at the meeting start and to grant a “floor time” when recognizing speakers.
  - f. Meeting organizers may politely ask about the original question as needed to aid recognized speakers in productive comment
  - g. Speakers shall not grant or yield their time to another except at the discretion of the meeting organizer.
  - h. Meeting organizers shall maintain mindfulness of staff time and cost. Meetings should be structured to minimize billed time by techniques including structuring billable speakers towards the beginning of meetings or having them join later in a meeting. Meeting organizers should weigh the advantage of having separate meetings for billable speaker’s vs open committee discussion.
  - i. Residents who are not on the Alley Lot Committee are not invited to these meetings. They will get a full report at the Board Meetings or any open Town Halls.
6. Committee shall fulfill the following purposes:
  - a. Conduct a quarterly survey of the residents within the Alley Lots regarding issues related to Alley Lot Landscaping.
  - b. Receive comments from residents within the Alley Lots regarding issues

related to Alley Lot Landscaping.


- c. Based on personal observations, comments received, and results of the quarterly survey conducted, compile a list of issues, including, but not limited to, safety issues, regarding Alley Lot Landscaping (as updated from time to time the "List of Alley Lot Landscaping Issues").
- d. Transmit the List of Alley Lot Landscaping Issues to the Board, and the District's Manager (currently Timberline District Consulting, LLC) on an as needed basis.
- e. Report to the Board at the end of each quarter on the progress or lack thereof in addressing the List of Alley Lot Landscaping Issues, the developer, and/or the District's Manager. For purposes of reporting quarters shall be designated as follows in order to coincide with the District annual regular meetings:
  - Q1: Nov-Dec-Jan
  - Q2: Feb-Mar-Apr
  - Q3: May-June-July
  - Q4: Aug-Sept-Oct
- f. Make recommendations to the Board and/or District Management for items the Alley Lot Committee feels needs to be addressed within the District, as it relates to Alley Lot landscaping.

**[The remainder of this page is intentionally left blank.]**


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

**ADOPTED AND APPROVED**  
THIS 16th DAY OF MAY 2023.

VAUXMONT METROPOLITAN DISTRICT

By:   
Its: President

ATTEST:

By:   
Its:Secretary

<b>Title</b>	Vauxmont - Resolution re: Formation of Alley Lot Committee
<b>File name</b>	01083394.DOCX
<b>Document ID</b>	b009c7b05dce6409f77053249f229d7794b33b61
<b>Audit trail date format</b>	MM / DD / YYYY
<b>Status</b>	● Signed

### Document History



SENT

**06 / 12 / 2023**  
22:18:05 UTC

Sent for signature to Peter Schulte (peter.schulte@att.net) and Craig Conway (craig.conway.vmd@gmail.com) from ljacobyspecialdistrictlaw.com  
IP: 50.220.120.106



VIEWED

**06 / 12 / 2023**  
22:23:47 UTC

Viewed by Craig Conway (craig.conway.vmd@gmail.com)  
IP: 76.25.168.105



SIGNED

**06 / 12 / 2023**  
22:24:26 UTC

Signed by Craig Conway (craig.conway.vmd@gmail.com)  
IP: 76.25.168.105



VIEWED

**06 / 14 / 2023**  
16:43:42 UTC

Viewed by Peter Schulte (peter.schulte@att.net)  
IP: 71.33.143.145



SIGNED

**06 / 14 / 2023**  
16:44:06 UTC

Signed by Peter Schulte (peter.schulte@att.net)  
IP: 71.33.143.145



COMPLETED

**06 / 14 / 2023**  
16:44:06 UTC

The document has been completed.

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

At a special meeting of the Board of Directors of the Vauxmont Metropolitan District, Jefferson County, Colorado, held at 4:00 P.M., on Tuesday, March 21, 2023, at the Parkview Swim and Fitness Center, 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 29, 2004 and is located within Jefferson County; and

**WHEREAS**, the Board of Directors of the District (collectively referred to as the "Board" or individually as "Director(s)") has a duty to perform certain obligations in order to assure the efficient operation of the District; and

**WHEREAS**, pursuant to § 32-1-1001(l)(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(l)(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 wishes to ensure that the residents of the District and the Candelas community generally, which includes Vauxmont Metropolitan District, have input regarding and an organized method by which to communicate concerns to the District and contractors and consultants regarding landscaping within the Candelas community that is owned by the District (the "District Landscaping"); and

**WHEREAS**, to best serve the public's needs and the needs of residents within the District combined boundaries, the District recognizes the importance of seeking public input and citizen feedback regarding District Landscaping and therefore wishes to form a committee to address such issues (as more fully described herein the "Landscape Committee"); and

**WHEREAS**, the Landscape Committee shall serve as a beneficial means by which the Board may seek and receive resident input in a direct and educated manner allowing residents to voice concerns and effectuate corrective actions, when necessary, by direct consultation with the Board and District consultants; and

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

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

1. The Board hereby forms a Landscape Committee of the District. The purpose of which is to serve in an advisory role and make recommendations to the Board of Directors of the District regarding policies and operations related to District Landscaping, as authorized herein, act as a liaison between the District and the Board, and the District manager (currently Timberline District Consulting, LLC). The Landscape Committee has no authority to make decisions on behalf of the District without express consent or delegation of the Board.
2. The Landscape Committee shall be comprised as follows:
  - a. The Landscape Committee shall be comprised of Five - Seven residents of the District with at least one Landscape Committee member from each "View" within which residents reside. Directors of the District shall not sit as appointed members of the Committee.
  - b. All Landscape Committee members need to be team players that have high integrity, the ability to make wise decisions, a positive attitude, self-control - especially on social media, competence, high character, and are committed to neighborhood unity and well-being while acting in a professional and reasonable manner. All Landscape Committee members must see themselves as representatives of their neighbors and understand that for the Candelas community to do well it is best that the Landscape Committee presents unified positive positions.
  - c. The District shall solicit applications from interested residents of the District to serve on the Landscape Committee throughout the year. Such applications shall be reviewed by the members of the District's Board that are residents of the District and such members shall make a recommendation to the full Board of appointments to serve on the Landscape Committee.
  - d. The term of members of the Landscape Committee shall be approximately one year and run from the annual regular meeting of the Board to the next such annual regular meeting (or such special meeting held in substitute thereof). Any member that is appointed to serve on the Landscape Committee between annual regular meetings of the District's Board shall serve until the next such annual regular meeting (or such special meeting held in substitute thereof). All members of the Landscape Committee serve at the discretion of the Board and may be removed by action of the Board at any time.
3. The Landscape Committee shall nominate a chairperson from its membership on an annual basis at its first meeting following the annual regular meeting of the Board



(or such special meeting held in substitute thereof).

4. Each member of the Landscape Committee shall be entitled to one vote on all Landscape Committee matters.
5. Committee Rules for Time Management should be adhered too:
  - a. Meeting organizers should set a meeting agenda with reasonable time guidelines as appropriate. The agenda should be reviewed at the beginning of each meeting for additions or adjustments.
  - b. Where possible meeting organizers should send advanced notice of proposed agenda topics to other meeting attendees to aid attendees in prioritizing attendance.
  - c. Meeting organizers should routinely check-in on agenda progress and remaining time to ensure progress towards agenda objectives.
  - d. Meeting organizers should set a length to conclude each topic to avoid excessive runover. A timer is recommended as an aid towards productivity and fairness.
  - e. Meeting organizers should communicate time limits for individual speakers or commentators. In practice this is good to review at the meeting start and to grant a “floor time” when recognizing speakers.
  - f. Meeting organizers may politely ask about the original question as needed to aid recognized speakers in productive comment
  - g. Speakers shall not grant or yield their time to another except at the discretion of the meeting organizer.
  - h. Meeting organizers shall maintain mindfulness of staff time and cost. Meetings should be structured to minimize billed time by techniques including structuring billable speakers towards the beginning of meetings or having them join later in a meeting. Meeting organizers should weigh the advantage of having separate meetings for billable speaker’s vs open committee discussion.
  - i. Residents who are not on the Landscape Committee are not invited to these meetings. They will get a full report at the Board Meetings or any open Town Halls.
6. The Landscape Committee shall fulfill the following purposes:
  - a. Conduct a quarterly survey of the residents within the District regarding issues related to District Landscaping.
  - b. Receive comments from residents within the District regarding issues related to District Landscaping.
  - c. Based on personal observations, comments received, and results of the quarterly survey conducted, compile a list of issues, including, but not limited to, safety issues, regarding District Landscaping (as updated from time to time the "List of District Landscaping Issues").
  - d. Transmit the List of District Landscaping Issues to the Board , and the District's Manager (currently Timberline District Consulting, LLC) on an as needed basis.

- e. Report to the Board at the end of each quarter on the progress or lack thereof in addressing the List of District Landscaping Issues by District, the developer, and/or the District's Manager. For purposes of reporting quarters shall be designated as follows in order to coincide with the District annual regular meetings:

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

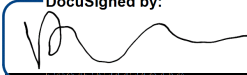
- f. Make recommendations to the Board and/or District Management for items the Landscape Committee feels needs to be addressed within the District, as it relates to District owned landscaping.

**[The remainder of this page is intentionally left blank.]**


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 MARCH 2023.

VAUXMONT METROPOLITAN DISTRICT

By:  FC94EA7117A84A6...  
Its: President

ATTEST:

  
By: Rachelle Fifer  
Its: X



**Candelas Community Management Report**

**Submitted to: Vauxmont Board of Directors**

**Meeting Date: February 20<sup>th</sup>, 2024**

**Community Updates**

- **Townview Monument**
  - We have requested bids from three sign contractors but have only received one as of 2/13/2024. The bid from Fast Signs is attached to this report, Fast Signs indicated that they based their pricing on the worst case scenario and it’s possible the final cost may be lower than the quoted amount. We are still waiting for the bids from DaVinci Signs and Dun-rite signs.  
Action Requested – Approve or Deny proposal from Fast Signs.
- **Key Card Drop boxes.**
  - We are installing drop boxes with combination locks for the return of rental key cards after hours, one box will be installed at each facility. Erin Bott will have access to these lock boxes since she handles the scheduling and communication with the food trucks who come to the community.
- **Parkview Refrigerator Locks**
  - Two combination locks have been purchased and will be installed on the Parkview staff/ social committee fridge.
- **Swim Lessons**
  - The Jeffco Swim team will continue to host swimming lessons in the community and abide by the new rules that have been set in place by the Board including only using part of the pool and offering lessons exclusively to Candelas residents.
- **Facility Rental Rates**
  - We have researched the rental rates for nearby facilities and communities, please see the chart below for a comparison.

Facility	Address	Deposit	Resident Rate	Non Resident Rate	Cleaning Fee
Whisper Creek Club House	8820 Ellis St, Arvada, CO 80005	\$350.00	\$200.00 Per Event		
Leyden Rock Clubhouse	17685 W 83rd Dr, Arvada, CO 80007	\$250.00	\$35.00	\$50.00	
NorthPark HOA Clubhouse	3268 Northpark Ave, Westminster, CO 80031	\$500.00	100.00 Per Day	100.00 Per Day	\$100.00
Candelas Parkview	19865 W 94th Ave	\$250.00	\$50.00	\$75.00	\$30.00
Candelas Townview	9371 McIntyre St	\$250.00	\$35.00	\$60.00	\$30.00

- **Mailbox Kiosks**
  - We have requested proposals from Birdie Electric, DMC Electric, Rise Electric and McCarrick for repairing the underground electrical issues at two of the kiosks and facilitating the permitting and inspection process with the City so that new electrical service meters can be installed at the other two. All proposals will be submitted to the Board once received.

- **Bike Racks**
  - Supreme concrete conducted a site visit in January but did not submit a proposal. We are scheduling other contractors and will present proposals at a future meeting.

### **Covenant Control**

- **Covenant Report**
  - There are currently 50 open violations.
  - 46 violations have been closed since 1/11/2024.
- **Architectural Review Applications**
  - 16571 W 95th Ln – Solar (Approved w/ conditions)
  - 17633 W 93rd Pl – Landscaping (Approved w. conditions)
  - 17693 W 93rd Pl – landscaping (Approved w. conditions)
  - 9596 Poppy Way – landscaping (Approved w. conditions)
  - 17663 W 93rd Pl – Landscaping (Approved w. conditions)
  - 18048 W 95th Ave – Solar (Approved w. conditions)
  - 17873 W 93rd Pl – Landscaping (Approved w. conditions)
  - 20078 W 95th Ave – Landscaping (Approved w. conditions)
  - 19074 W 94th Ln – Landscaping (Approved w. conditions)
  - 154689 W 95th Pl – Paint (Approved w. conditions)
  - 17942 W 93rd Pl – landscaping (Approved w/ conditions)
- **Variance Requests**
  - 9492 Joyce Way – Privacy addition to District fencing. The request is attached to the report with photos.

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

- **Update from Level Engineers**
  - Here is an executive summary update regarding progress so far on Task Order A.
    - 4 geotechnical borings were completed last week, within the pool deck area.
    - Results and documentation is being prepared right now in the lab.
    - 2 more boring will be completed in the coming week to the west of the pool area. For these 2 remaining holes we'll install a groundwater monitoring well (piezometer) to monitor groundwater levels over a few weeks, which will provide some additional detail as to what's happening locally with groundwater. We think the park / drainage to the west may be contributing water to the foundation of the pool area which could help explain some things.
    - We expect to have the geotech's report by the end of month and will be ready to analyze and start preparing the report, which will be completed and ready for review in March.
  - Task Order B as previously sent should be still valid and ready to present. I'll be prepared to discuss it should the board have questions.
  - We have also submitted invoice #1 (25k deposit payment request) C/O CLA.

fastsigns.com/512

Payment Terms: Cash Customer

Created Date: 2/5/2024

**DESCRIPTION:** Reverse Lit Lettering - Town View

**Bill To:** Timberline District Consulting  
25633 Roxana Point Dr  
Evergreen, CO 80439  
US

**Installed:** Timberline District Consulting  
Candelas Community  
9371 McIntyre St  
Arvada, CO 80007  
US

**Requested By:** Desirae Torres  
Email: dtorres@timberlinedc.com  
Cell Phone: (303) 638-2096

**Salesperson:** Andrew Luepke  
Cell Phone: (715) 853-3744

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	<b>Reverse-Lit Illuminated Lettering - Town View</b>	1	\$2,050.00	\$2,050.00	\$2,050.00
1.1	<b>Dimensional Letters -</b> <b>Part Qty:</b> 1 <b>Text:</b> TOWN VIEW  Reverse-lit numbers 3"-4" height 2" depth Painted satin black Mounting pattern Studs Power supply Power supply junction box				
2	<b>Installation</b>	1	\$700.00	\$0.00	\$700.00
2.1	<b>Installation -</b> <b>Part Qty:</b> 1 <b>Text:</b> Installation price includes travel time, materials and hardware  - Hook to power				

This quote may not include all charges, such as permitting fees, travel costs, and installation.

This quote expires in 30 days. If this quote has expired, please contact us for an update.

<b>Subtotal:</b>	\$2,750.00
<b>Taxable Amount:</b>	\$2,050.00
<b>Taxes:</b>	\$167.08
<b>Grand Total:</b>	\$2,917.08

A 50% deposit is required on invoices over \$500 and full payment for invoices under \$500. Payment in full is due upon completion of your project unless other arrangements for payment have been made.

157

Additional charges may be applied for rush orders.

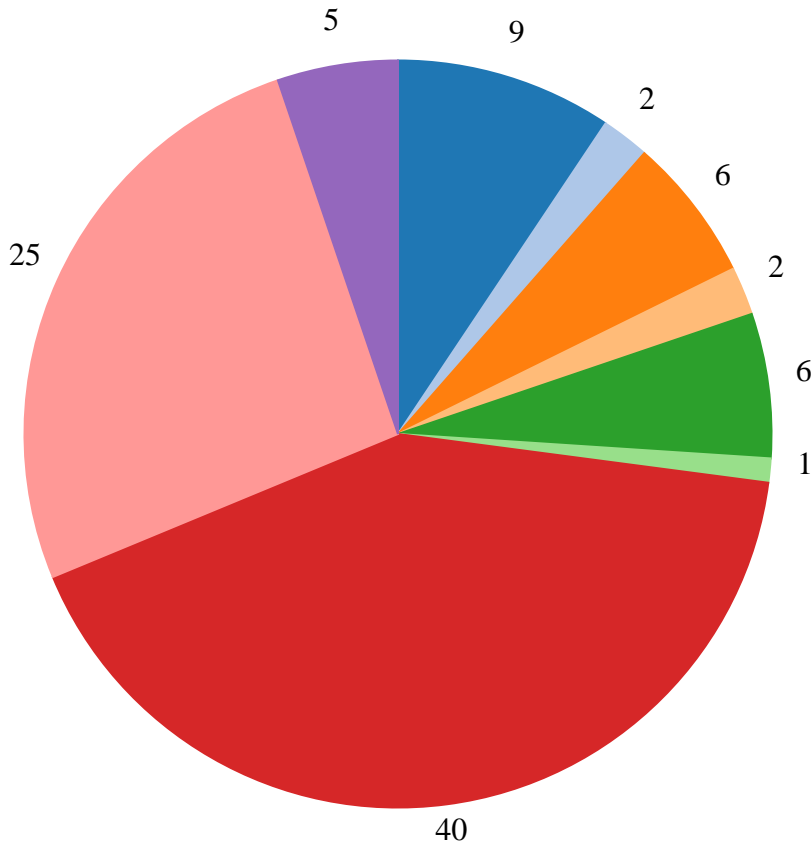
Once a proof has been approved, it is sent into production and FASTSIGNS Broomfield is not responsible for any errors in customer approved artwork.



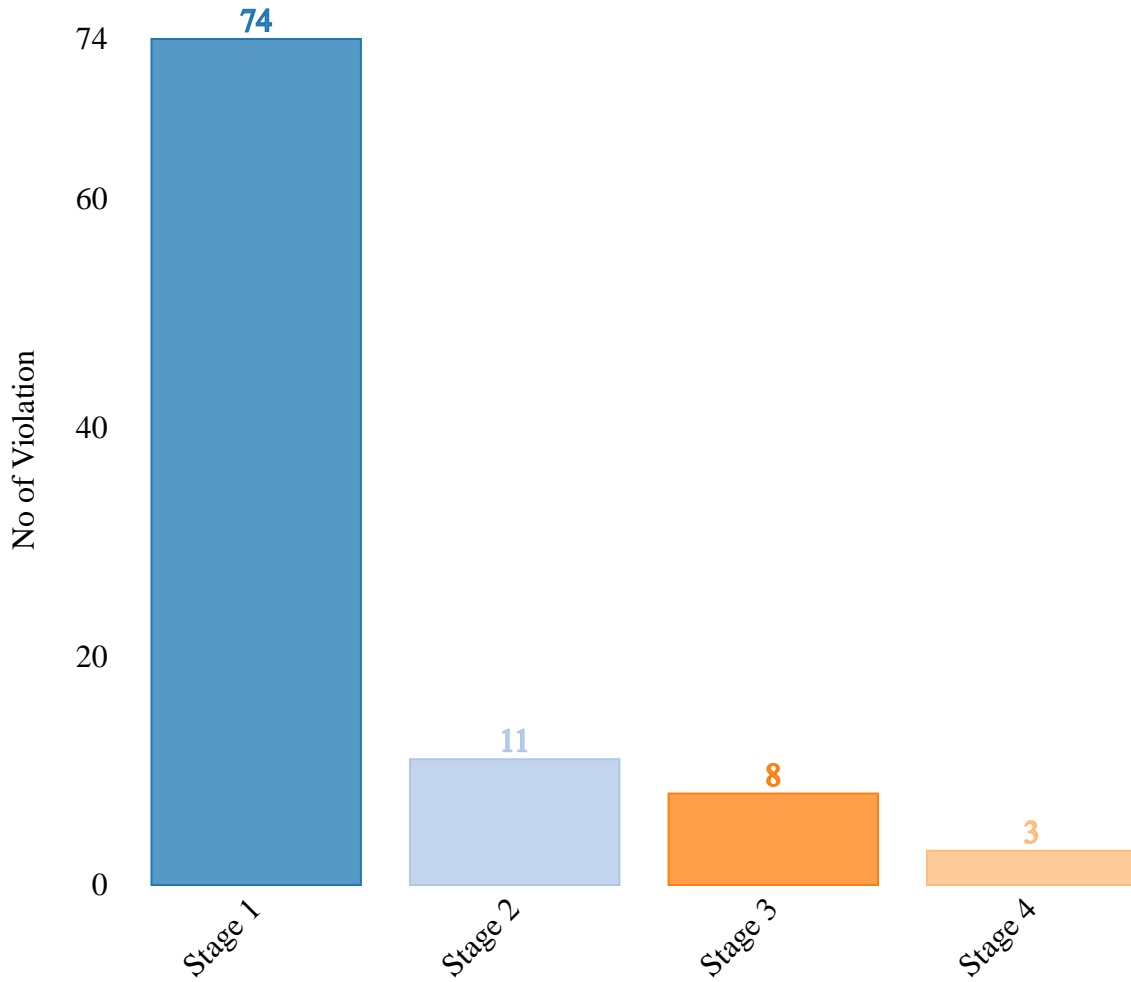


**Violation = 96**  
**(by Category)**

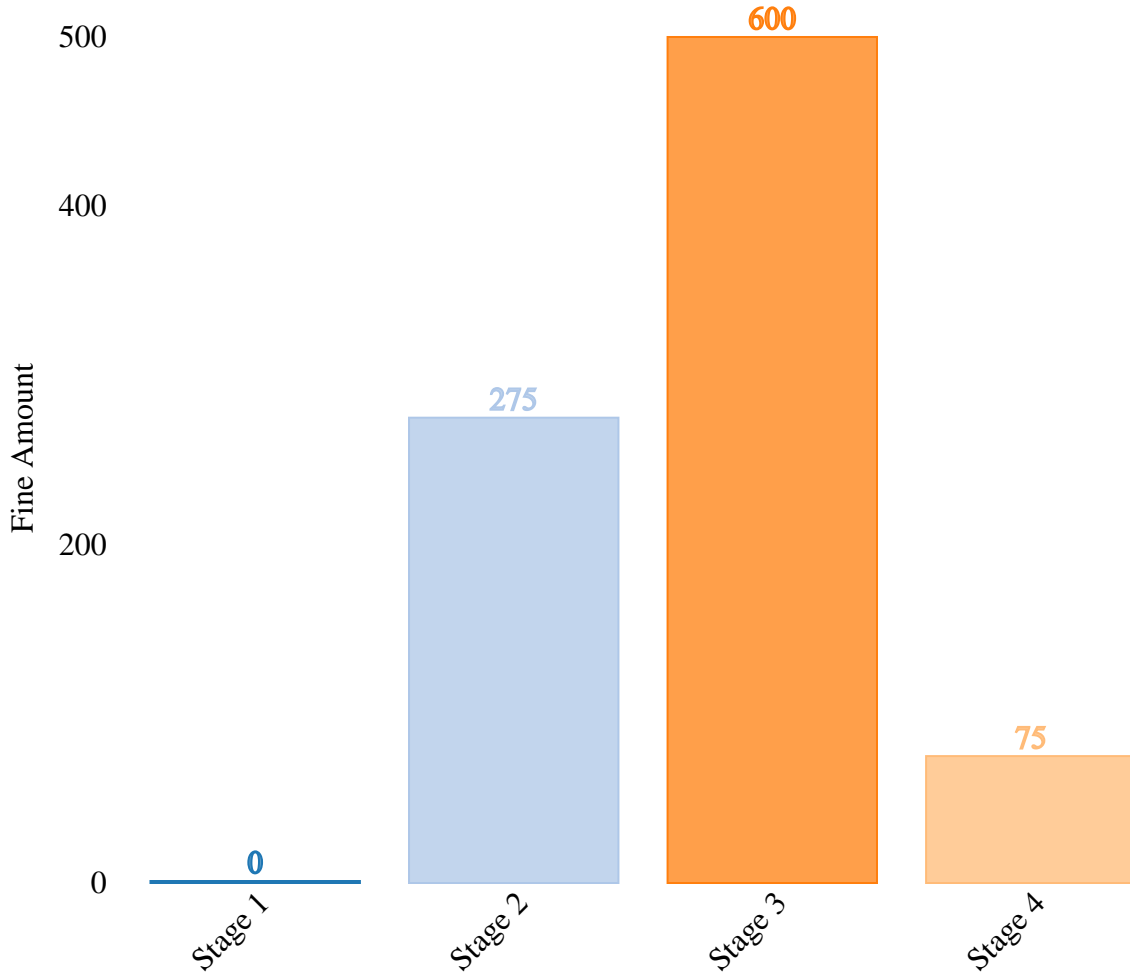
- Architectural
- Fencing
- Unightly
- Sports Equipmen...
- Rubbish and Deb...
- Animals & Pets
- Landscaping
- Lighting
- Parking Policy



**Violation = 96  
(by Stage)**

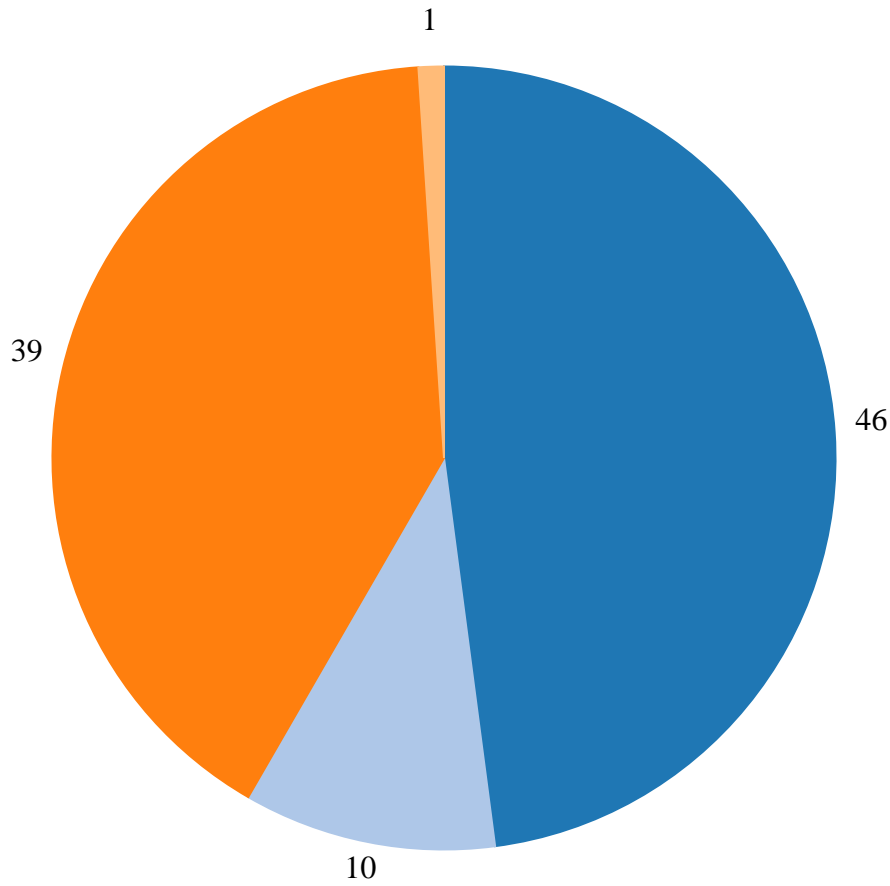


**Violation Fee/Fines = \$950.00  
(by Fine and Stage)**



# Violation = 96 (by State)

● Closed ● Escalated ● New ● On Hold



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## 9492 Joyce Way Fence

7 messages

Casey Cazier <caseyroof@gmail.com>

Thu, Feb 1, 2024 at 5:15 PM

To: Desirae Torres <dtorres@timberlinedc.com>, Lacey Cazier <caseylacey18@gmail.com>

Desirae and BOARD,

Please find the proposal attached for fence improvements. It is in the exact guidelines set forth with the same style as existing. It simply adds approximately 18" in height. It is not a screen. It is not a privacy fence.

The ambiguous interpretation of the guidelines is a disservice to us as homeowners AND I am certain that none of our neighbors have any issue with us having a fence that looks good and is 18" taller at the rear of the property.

PLEASE send us the information and supporting documents if any person has complained.

I have submitted information that you have ignored or chosen to interpret in a manner that benefits you, not us as homeowners and does not benefit our direct neighbors. There are several sections of fence that are "community" maintained based on your feedback that is in disrepair. BUT you choose to single us out as opposed to focusing on getting repairs to the community addressed.

WHY are you not fixing the multitude of maintenance items in the community and instead spending your time on my fence that literally only 2 neighbors see?

I explained that we have dogs that can jump a low fence and as you emailed 11/22 your suggestion was to electrocute our dogs as opposed to working together on a reasonable solution. ALSO the community guidelines state:

- The Internal Lot Line Fence will be used to delineate the boundary between two adjacent lots and be limited to an approved three-rail design with optional wire mesh for pet containment. The CDRC must approve exceptions, deletions, or

Our back yard is not 2 adjacent lots. So this is not valid.

There are homes in Townview that have taller privacy fence...IN TOWNVIEW.

On 12/1 you emailed us; Privacy fencing is permitted in areas of the community that back up to roadways, such as Candelas Parkway and commercial areas.

So with that approach, we should be allowed 6' privacy fence. We back up to commercial space. So again your ambiguous enforcement of the guidelines lacks continuity with the neighborhood.

I am not even proposing 6' privacy fence, I am proposing a fence that is the same style as existing.

ALSO in your response email, I told you I would work on a proposal (since you offered no solutions outside of electrocuting my dogs) and your response was "this will put the violation process on hold until the review and vote have concluded". I expect that you will remove any existing fines as we have continued to offer to work on a solution and you have flat out refused to come up with any solution, AND you said in your email that no violation would be applied.

\*\*\*\*please send us a copy of ALL of the violations that went out with ours. I am sure there is some type of release of information that you can perform. This is our formal request to know who/what violations were sent out on 1/30/24.

9492 Joyce Way

CAZIER

### Proposed Fence Improvement

Additional height will be the same style as existing, consistent with community Guidelines. Not screen, Not Privacy Fence.

