

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

www.candelascommunity.com

NOTICE OF REGULAR MEETING AND AGENDA

DATE: Tuesday, April 16, 2024
TIME: 5:00 p.m.
LOCATION: Candelas Parkview Swim and Fitness Club
19865 W. 94th 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_OWNIjlmZTktNDVhMi00NDFILtkyMTgtMmEyMTIwNzgwN2E1%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%221f1b712c-e235-4dd5-b5c5-d830e47350db%22%7d

Dial in:
1-720-547-5281 United States, Denver
Phone Conference ID: **533 960 888#**

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Peter Schulte	President	May, 2027
Anna Smith	Vice President	May, 2027
Craig Conway	Secretary	May, 2025
Paul Hoisington	Treasurer	May, 2027
Travis Hart	Assistant Secretary	May, 2025

I. ADMINISTRATIVE MATTERS

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

II. CONSENT AGENDA

- A. Review and consider approval of minutes of the March 19, 2024 special meeting (enclosure). *pg. 6-14*

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

IV. OPERATIONAL MATTERS AND MAINTENANCE MATTERS

- A. Landscape Report.
 - 1. Review and consider approval of proposal between Environmental Designs, LLC and Candelas – Filings 1-4 for irrigation time and material in the amount of \$33,286.35 (enclosure). *pg. 15-24*
 - 2. Review and consider approval of proposal between Environmental Designs, LLC and Candelas – Alley Homes for irrigation time and material in the amount of \$1,176.00 (enclosure). *pg. 25-27*
- B. Yucca, Anvil and Foxtail Stormwater Facilities Updates.
 - 1. Update on EDI Change Order to pump water from Yucca Stormwater Facility (enclosure). *pg. 28-30*
 - 2. Hydraulic Survey of Foxtail Detention Pond for sediment deposition (enclosures). *pg. 31-35*
 - 3. Review report from Level Engineering regarding Anvil Stormwater Facility (enclosure). *pg. 36-38*
- C. Engineer's Report.
 - 1. Review Townview pool foundation repair study and proposed solutions from Level Engineering.
- D. March 2024 Candelas Facilities Update (enclosures). *pg. 39-44*
 - 1. Proposals for tankless water heater and possible action (Townview).
 - 2. Additional proposals from 303Networks for card readers (Townview and Parkview).
 - 3. Proposals for the parking lot light repair (Townview).

V. DIRECTORS' MATTERS

- A. Status of communication to delinquent Alley Lot Fee accounts.

- B. Resident/non-resident access to pool facilities.
- C. Discuss Candelas Tree Planting event.
- D. Discuss fire mitigation, stormwater needs and trail erosion control.

VI. FINANCIAL MATTERS

- A. Review and accept the February 29, 2024 Unaudited Financial Statements and the Schedule of Cash Position as of April 8, 2024 (enclosure). *pg. 45- 64*
- B. Review and ratify/approve payment of claims in the amount of \$398,870.67 through the period ending April 2024 (enclosure). *pg. 65*
- C. Review budget regarding additional services from Timberline District Consulting (enclosure). *pg. 66-68*

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

- A. Legal Status Report (enclosure). *pg. 69-76*
- B. Draft resolutions regarding committee formation and rules of conduct.
 1. Review and consider adoption of Resolution Regarding Formation of an Alley Lot Committee (enclosure). *pg. 77-81*
 2. Review and consider adoption of Resolution Regarding Formation of Finance Committee (enclosure). *pg. 82-86*
 3. Review and consider adoption of Resolution Regarding Formation of Landscape Committee (enclosure). *pg. 87-91*
 4. Review and consider adoption of Resolution Adopting Policy Regarding Conduct of Committee Meetings and Members (enclosure). *pg. 92-96*
- C. Review draft Social Committee Resolution (enclosure). *pg. 97-101*
- D. Discuss recommendations regarding board member communications with contractors – *Recommendation to enter into executive session to obtain legal advice and develop negotiating positions pursuant to § 24-6-402(4)(b) and (e), C.R.S., after announcement of the specific topic for discussion and the statutory citation authorizing the executive session, and a 2/3 vote of the quorum present of the Board.*

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

- A. Community Manager Report (enclosures). *pg. 102-113*
 - 1. Update and potential action on school bike racks.
 - 2. Proposals to repair playground surface at Church's Crossing Park.
- B. Discuss Parkview pool staffing and additional scope of work. Confirm pool schedule for 2024.
- C. Review and consider approval of paint consultant proposals outlining pricing options from Lee Design Group LLC (enclosures). *pg. 114-115*
- D. CDRC Charter (enclosure). *pg. 116-119*
- E. Discuss covenant enforcement violations (9395 Joyce Way) and request for replacement payment agreement - *Recommendation to enter into executive session to obtain legal advice and develop negotiating positions pursuant to § 24-6-402(4)(b) and (e), C.R.S., after announcement of the specific topic for discussion and the statutory citation authorizing the executive session, and a 2/3 vote of the quorum present of the Board.*

IX. MANAGER MATTERS

- A. Update on CSDP&L inspections for recreation centers and parks.

X. COMMITTEE UPDATES

- A. Review and discuss the following committees and reports from the same:
 - 1. Social/Events Committee.
 - i. Upcoming community events.
 - 2. Alley Lots Committee.
 - 3. Finance/Audit Committee.
 - 4. Sustainability Committee.
 - 5. Landscape Committee.
 - 6. DRC Committee.

XI. PUBLIC COMMENT

XIII. EXECUTIVE SESSION: *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.*

Executive session is recommended for the purpose of consultation with legal counsel related to developing negotiating positions and instructing negotiators on a payment agreement and/or garnishment order in connection with covenant enforcement violations for 9395 Joyce Way, and on board member communications with contractors, pursuant to § 24-6-402(4)(b) and (e), C.R.S.

XIV. OTHER BUSINESS

XV. ADJOURNMENT

The next regular meeting is scheduled for Tuesday, May 21, 2024 at 5:00 p.m.

MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
VAUXMONT METROPOLITAN DISTRICT (THE
“DISTRICT”)
HELD
MARCH 19, 2024

A regular meeting of the Board of Directors (referred to hereafter as “Board”) of the Vauxmont Metropolitan District (referred to hereafter as the “District”) was convened on Tuesday, March 19, 2024, at 5:00 p.m. at Candelas Parkview Swim & Fitness Club, 19865 W. 94th 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:

Anna Smith, Vice President
Craig Conway, Secretary
Travis Hart, Assistant Secretary

Director Peter Schulte, President, and Director Paul Hoisington, Treasurer, were absent and excused.

Also In Attendance Were:

Lisa Johnson, Alex Clem, Rachel Alles, Stephanie Odewumi and Alonso Duran Rodriguez; CliftonLarsonAllen LLP (“CLA”)
Christina Sandoval and Jerry Jacobs; Timberline District Consulting (“TDC”)
Barbara Vander Wall and Russell Newton; Seter, Vander Wall & Mielke, P.C.
Eric VanLaren; Environmental Designs, Inc. (“EDI”)
Jay Blackburn; Level Engineering, LLC
Harvey Newman, Marisa Connelly, Laura Vander Veen, Brian Levins, Kirk Bobo, Peter Dyer, Dale Meier and other members of the public

**ADMINISTRATIVE
MATTERS**

Call to Order and Agenda: Director Smith called the meeting to order at 5:02 p.m. There was distributed for the Board’s review and approval, a proposed agenda for the District’s meeting. Following review, upon a motion duly made by Director Conway, seconded by Director Hart and, upon vote, unanimously carried, the Board approved the agenda, as presented.

Upon a motion duly made by Director Conway, seconded by Director Smith and, upon vote, unanimously carried, the Board excused the absence of Director Schulte and Director Hoisington.

Disclosures of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. The Board requested members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute, if any.

Quorum, Location of Meeting, and Posting of Meeting Notices: It was noted that a quorum was present. The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District’s Board meeting. The Board determined that the meeting would be held in a hybrid manner, with participants attending both in person at the meeting location and by video/telephonic means. It was noted that the notice of the location and manner of the meeting was duly posted, and that no objections to the location and manner of the meeting or any requests that the location and manner of the meeting be changed by taxpaying electors within the District boundaries have been received. The Board further noted that the meeting was being held within the boundaries of the District.

CONSENT AGENDA

The Board considered the following item under the Consent Agenda:

- Minutes of the February 20, 2024 and March 7, 2024 Special Meetings

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

PUBLIC COMMENT

Mr. Levins addressed the Board regarding updating the snow map to accurately reflect snow removal areas. He also expressed concern regarding ice buildup in front of mailbox kiosks and suggested repairs.

Ms. Vander Veen addressed the Board regarding concerns about the walkways toward the mailbox kiosks being cleared of snow

and ice to eliminate the risk of residents slipping. She also inquired about the repairs to solar streetlights that have not worked for a number of years and are the City of Arvada's responsibility.

Mr. Bobo commented on the guest Wi-Fi and lack of access to the community room at Parkview. Director Smith advised Mr. Bobo that his concerns regarding Wi-Fi were addressed and the Board is upgrading security to allow more access to the community room. She noted that she came to the clubhouse with additional devices and was able to connect, and with no other residents. Voicing the same concerns, there is no issue with the Wi-Fi to resolve.

**OPERATIONAL MATTERS
AND MAINTENANCE
MATTERS**

Landscape Report: Mr. VanLaren reviewed the EDI report with the Board, and noted that EDI would communicate with Timberline regarding damage to certain snow removal areas.

Mr. Blackburn presented bore data and provided an update to the Board on the Townview Pool Foundation Repair Study, noting that 20 feet of claystone fill may not have adequate density and they are looking at replacement and repair options. He will provide a full report summarizing the study and proposed solutions at the April meeting. Discussion ensued regarding timeline and associated costs.

Yucca and Foxtail Stormwater Facilities:

Level Engineering Update on Foxtail Stormwater Facility and Board Direction: Mr. Blackburn provided an update and reviewed survey results with the Board, noting planned and current depths. Discussion ensued. Mr. Blackburn will provide the full survey and report along with an estimate for dredge work to the Board in the next week.

EDI Change Order to Pump Water from Yucca Stormwater Facility: Mr. Dyer and EDI discussed the status of the Yucca Stormwater Facility and of the sprinklers at Foxtail with the Board. Updates will be provided at the April meeting and dredging will occur when the facility has adequately drained.

Engineer's Report: The Board acknowledged the Engineer's Report.

March 2024 Candelas Facilities Update:

Proposals from Bingle and Jellyfish Lighting and Possible Action: Ms. Sandoval reviewed the changes to both proposals since the February meeting with the Board. Discussion ensued. Following discussion, the Board determined to defer this item to the July meeting.

Pool Tile Repair and Replacement and Possible Action (Parkview): Ms. Sandoval reviewed the proposals with the Board. Discussion ensued. Following review and discussion, upon a motion duly made by Director Conway, seconded by Director Smith and, upon vote, unanimously carried, the Board approved the Cornerstone Tile proposal in an amount not to exceed \$2,000.00, subject to confirmation of work to be completed before pool season. It was noted that if the work cannot be completed before the start of the season, the Board conditionally approved the proposal from Complete Pools & Spas in the amount of \$3,275.00.

Proposals for Tankless Water Heater and Possible Action (Townview): Ms. Sandoval reviewed the proposals with the Board, noting that a third bid is forthcoming. Discussion ensued. The Board determined to defer this item to the April meeting when general counsel can provide a recommendation regarding utilizing Sustainability Funds for the installation.

Gym Equipment Pricing and Possible Action (Townview): Ms. Sandoval reviewed the resident feedback received for gym equipment and equipment proposals with the Board. Discussion ensued. Following review and discussion, upon a motion duly made by Director Conway, seconded by Director Smith and thereafter amended by Director Conway and seconded by Director Smith, upon vote, unanimously carried, the Board approved the Push Pedal Pull proposal for one Peloton Commercial Bike with a one 3-year subscription and two P31 Treadmills in the total amount of \$13,046.54.

Additional Proposals from 303Networks for Card Readers (Townview and Parkview): Ms. Sandoval provided an update to the Board, noting that proposals are not ready yet but should be presented at the April meeting.

Additions or Revisions to the Timberline District Consulting

2024 Scope of Work: Legal counsel provided an update and detailed the proposed changes to the Board, noting Timberline will have more committee meeting administration duties, more detailed CDRC parameters, and additional inspection drives a night. Discussion ensued. Director Smith requested that a pool inspection log be posted for users to see. Following review and discussion, upon a motion duly made by Director Conway, seconded by Director Smith and, upon vote, unanimously carried, the Board approved the Timberline District Consulting 2024 Scope of Work including the revisions discussed. TDC agreed to post pool testing data on a regular basis.

DIRECTORS' MATTERS

Status of Communication to Delinquent Alley Lot Fee

Accounts: This item was deferred to the April meeting.

Administrative Access to Facebook Page: This item was deferred to the May meeting.

Vandalized Sign and Parking Lot Lights at Townview:

Ms. Sandoval provided an update to the Board, noting that FastSigns is working on repairs to the signs and the invoice will be submitted to CLA for payment. Timberline is working on soliciting proposals for replacement of the parking lot lights, which will be presented at the April meeting. Discussion ensued regarding this as well as repairs needed to playground equipment due to misuse. The Board directed Ms. Johnson to work with TCW Risk Management on registering the District for a safety risk evaluation of the District's facilities and playground equipment with the District's insurance program.

Recent Repairs to Lights by FFM That Are No Longer

Working: Ms. Sandoval provided an update to the Board, noting that the gym will need to be closed for a couple of hours for the re-installation of lights. The ballast is covered under warranty but the District may pay for labor to perform the work. Discussion ensued regarding labor costs and whether it's possible to seek coverage from the manufacturer or a different replacement part.

Sprinklers Near Foxtail Stormwater Facility: This item was previously discussed.

Tree Planting Event: The Board discussed community involvement in the tree planting event and implications related to

the addition of tree locations near the District's trails. It was noted that approximately 1000 trees require replacement and the Landscape Committee will look into appropriate replacement locations.

FINANCIAL MATTERS

January 31, 2024 Unaudited Financial Statements and Schedule of Cash Position as of March 13, 2024: Mr. Rodriguez reviewed the Unaudited Financial Statements and Schedule of Cash Position with the Board. Discussion ensued. Following review and discussion, upon a motion duly made by Director Conway, seconded by Director Smith and, upon vote, unanimously carried, the Board accepted the January 31, 2024 Unaudited Financial Statements and Schedule of Cash Position, as of March 13, 2024, as presented.

Payment of Claims In the Amount of \$97,860.35 through the Period Ending March 2024: Mr. Rodriguez reviewed the claims with the Board. Discussion ensued. Following review and discussion, upon a motion duly made by Director Conway, seconded by Director Smith and, upon vote, unanimously carried, the Board accepted the payments of claims in the amount of \$97,860.35 through the period ending March 2024, as presented.

2024 Auditor Engagement: Mr. Rodriguez presented regarding a recent communication CLA received from Haynie & Company related to a Public Company Accounting Oversight Board (PCAOB) review of the work performed by Haynie & Co., in connection with audits prepared for public companies in 2019, and certain violations found. Mr. Rodriguez noted that this company has served as the District's auditor for prior years and engaged to perform the 2023 audit. He noted that PCAOB standards are different than the standards required for local governments. CLA has not been aware of any violations from the oversight Board that oversee local government auditing requirements. Mr. Rodriguez inquired the Board's preference for replacement of its auditor for 2023, which may cause a delay in filing. Discussion ensued.

The Board suggested Mr. Rodriguez share the communication from Haynie & Co. to the Board and that Director Hart and Director Hoisington relay the discussion with the Finance Committee. Following discussion, upon a motion duly made by Director Smith, seconded by Director Conway and, upon vote, unanimously carried, the Board decided to continue with Haynie & Co. for the 2023 audit, with a different auditor within the company to perform the 2024 audit work. The Board directed staff

to solicit proposals from other auditing firms and to include Haynie & Co. in the solicitation to perform the District's 2024 audit. Mr. Rodriguez will communicate the decision back to Haynie & Co. and then report back to the Board with any new information.

LEGAL MATTERS

Legal Status Report: The Board acknowledged the Legal Status Report.

Draft Resolutions Regarding Committee Formation and Rules of Conduct: Legal counsel reviewed the draft resolutions and requirements regarding committee operations and conduct with the Board. Feedback received on the proposed resolutions from the various committees was shared with the Board; the Board discussed the limitations and permissible delegation of authority. Legal counsel is working with the District's covenant enforcement counsel on the Candelas Designs Review Committee charter resolution, which will eventually be presented to the Board when ready. Legal counsel recommended deferral of the resolutions for incorporation of any further applicable input from the committee members.

Resolution Regarding Formation of an Alley Lot Committee: This item was deferred.

Resolution Regarding Formation of Finance Committee: This item was deferred.

Resolution Regarding Formation of a Landscape Committee: This item was deferred.

Resolution Adopting Policy Regarding Conduct of Committee Meetings and Members: This item was deferred.

Resolution and Policy Regarding Requests for Public Records – Research and Retrieval: Legal counsel reviewed the Resolution and Policy with the Board. Following review, upon a motion duly made by Director Smith, seconded by Director Conway and, upon vote, unanimously carried, the Board adopted the Resolution and Policy Regarding Requests for Public Records – Research and Retrieval, as presented.

Resolution Regarding Personal Identifying Information Policy (PII): Legal counsel reviewed the Resolution with the Board.

Following review, upon a motion duly made by Director Smith, seconded by Director Conway and, upon vote unanimously carried, the Board adopted the Resolution Regarding Personal Identifying Information, as presented.

CORA Request: Legal counsel provided an update to the Board on recent CORA request received from a resident in the community. She noted that the request was complied with.

COVENANT CONTROL AND ENFORCEMENT/COMMUNITY MANAGEMENT

Community Manager Report: Ms. Sandoval reviewed the report with the Board.

Proposal for Mailbox Lights: Ms. Sandoval reviewed the proposal with the Board, noting that TDC recommends McCarrick Electric's proposal. Discussion ensued. Following review and discussion, upon a motion duly made by Director Smith, seconded by Director Conway and, upon vote, unanimously carried, the Board approved McCarrick Electric's proposal in the amount of \$3,633.64, as presented. Director Conway noted that Cimarron Metropolitan District owns the mailboxes and should know where there is no electricity. He also suggested that the mailboxes could be an asset that is transferred in the early stages of the Cimarron and Vauxmont transition process.

School Bike Racks: Ms. Sandoval provided an update to the Board, noting that TDC is tracking down the original installer to have them provide a proposal to install the new bike racks. An update will be provided at the April meeting.

Variances Deferred to Future Meeting Scheduled for April 4, 2024: The Board acknowledged the deferral. There was no further discussion.

2024 and 2025 Proposals and Map for Fence Repairs: Ms. Johnson reviewed the 2024 work approved at the last meeting and the 2025 proposed work and associated maps with the Board, noting that the fencing work will only be able to be completed in the summer of 2024 and 2025. The Board acknowledged.

MANAGER MATTERS

District Website: The Board discussed Streamline and Wix website hosting plans and capabilities. Following discussion, upon a motion duly made by Director Smith, seconded by Director Conway and, upon vote, unanimously carried, the Board approved

engagement of Streamline through Seter, Vander Wall & Mielke, P.C. with the cost and contract form negotiated by general counsel. Discussion ensued regarding records retention timeline for purposes of public access. It was noted that the District's website is not where the entirety of the public records are located.

COMMITTEE UPDATES

Committees and Reports from the Same:

Social/Events Committee: No update was provided.

Upcoming Committee Events:

Alley Lots Committee: No update was provided.

Finance/Audit Committee: Mr. Dyer inquired about term limits for committee members.

Sustainability Committee: No update was provided.

Landscape Committee: Mr. Meier provided an update.

DRC Committee: No update was provided.

PUBLIC COMMENT

None.

OTHER BUSINESS

None.

ADJOURNMENT

Upon motion duly made by Director Conway, seconded by Director Smith and, upon vote, unanimously carried, the Board adjourned the meeting at 8:57 p.m.

Respectfully submitted,

Secretary for the Meeting



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IRRIGATION TIME & MATERIAL AGREEMENT

EDLLC Contact: Dale Coffman

Project Name: Candelas - Filings 1-4

Project Address 9371 McIntyre St., Arvada, CO 80007

Agreement #: 116369

Date of Agreement April 9, 2024

2024 Irrigation

THIS IRRIGATION TIME & MATERIAL AGREEMENT (the "Agreement") is made and entered into as of 4/9/2024 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Candelas - Filings 1-4 (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

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

2. TIME OF COMPLETION

A. The Client acknowledges that The Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date. Among other things, the Commencement Date is subject to and conditioned upon performance by the Client, including, but not limited to timely payment of the Deposit and/or the Commencement Payment.

B. The Work shall be substantially completed within approximately 11 business days of the Commencement Date, Subject to delay due to inclement weather or any other conditions outside of the direct control of the Contractor (each a "Force Majeure Event" and collectively "Force Majeure Events"). Delays due to Force Majeure Events may cause additional price increases to be incurred.

3. GENERAL PROVISIONS

A. The Client shall be solely responsible to establish and provide property line locations at the Property. Rough Grade establishment is the responsibility of The Client. Rough Grade shall be defined as the establishment of the initial grade, slope, soil composition and drainage of the Property. The Client understands that the Contractor needs access to perform the work as outlined within this Agreement, and that the Contractor will use its best efforts to avoid damage to any ingress and egress access points, but in some cases damage may occur to Concrete, Asphalt, or other surfaces including, but not limited to, Driveways, Sidewalks, Streets, Turf, Lawn, Beds, Loading Docs, Elevators, and Lobbies, whether public, private, or shared and the Client will hold Environmental Designs, Inc. Harmless for any damage as a result of ingress and egress to the project. The Contractor shall not be responsible for any damage to, or moving of, materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc.

B. This agreement shall supersede all prior agreements between the Parties, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a change order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders. Additional time necessary to complete the project will be outlined with each Change Order.

C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed, as necessary, with the generation of a

D. This proposal shall expire unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of this Agreement. If accepted, this document shall become a binding Agreement between the Client and the Contractor. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete Agreement between the Client and the Contractor.

EXHIBIT A Scope of Services (the "Work")

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

The Client and the Contractor agree that the price for the "Work" included in this Agreement is an APPROXIMATE PRICE ONLY. Many times, there are unforeseen issues that may require more time and/or material to make the necessary

**** THIS PRICE DOES NOT INCLUDE SALES TAX ****

Irrigation Proposal

This Agreement authorizes the Contractor to perform the work listed below, including any additional issues that may be uncovered while completing said work. The final bill for this work will reflect the actual Time and Material used, billed at the Client's current Maintenance Agreement Irrigation Repair rate. If there is no current Maintenance Agreement, then Time will be billed at \$90.00 per hour.

The following is the listing of the items found during our irrigation system inspection. These are the items that, on the day of inspection, EDI found to be in need of repair.

Controller 1

- Zone 4 - Repair 2 drip leaks for tree rings NW open area.

Controller 2

- Zone 13 - Replace 1 MP nozzle not turning near walk.
- Zones 4 and 16 are not operating from the controller. Time will be taken to troubleshoot and repair.

Controller 3

- Zone 1 - Replace 2 MP nozzles not turning near mailboxes.
- Zone 5 - Replace 2 MP nozzles not turning NE Kendrick and 94th.
- Zone 7 - Replace 2 MP nozzles not working correctly NE Juniper and 94th.
- Zone 9 - Replace broken drip cap NW corner Joyce and 94th near fence.

Controller 4

- Zone 5 - Raise and straighten 3 heads near 15349
- Zone 9 - Replace 1 plugged 6" rotor front of bridge.
- Zone 16 - Replace 1 broken or missing emitter along Kendrick.
- Replace 1 broken jumbo valve box with lid.

Controller 5

- Zone 2 - replace 1 rotor not turning N of park.
- Zone 4 - Repair drip leak along walk.
- Replace broken 6" valve box with lid along walk.

Controller 7

- Zone 7 and 8 are not operating from the controller. Time will be taken to troubleshoot and repair.

Controller 8

- Zone 1 - Repair lateral line leak near controller in turf area.
- Replace leaking test cock on backflow device.

Controller 9

- Many mainline leaks due to construction. This has been Isolated so this controller can still operate the Alley Homes section.

Controller 10

- Zone 1 - Replace 2 plugged nozzles front of sign near backflow.
- Zone 2 - Convert floral area to drip for perennials
- Zone 3 - Replace 1 broken MP head ne of sign along walk.
- Zone 4 - Replace broken or missing emitter in rock bed near walk.
- Zone 7 - Convert floral area to drip for perennials.

IRRIGATION TIME & MATERIAL AGREEMENT

EXHIBIT A Scope of Services (the "Work")

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

The Client and the Contractor agree that the price for the "Work" included in this Agreement is an APPROXIMATE PRICE ONLY. Many times, there are unforeseen issues that may require more time and/or material to make the necessary

**** THIS PRICE DOES NOT INCLUDE SALES TAX ****

- Zone 8 - Replace 1 plugged MP nozzle east of sign along Candelas Pkwy.
- Zone 21 - Replace 2 MP nozzles not working correctly.
- Zone 23 - Replace 1 broken rotor N of sign near fence.

Controller 11

- Replace rubber kit in 3" backflow device to help prevent discharging.
- Zone 23 and 30 are not operating from the controller. Time will be taken to troubleshoot and repair.

Controller 12

- Zone 1 - Replace 1 broken spray head W of backflow
- Zone 2 - Replace 1 broken spray head and 3 plugged nozzles E of backflow.
- Zone 5 - Repair drip leak W of backflow in rock bed.
- Zone 8 - Replace 1 rotor not turning E of backflow.
- Zone 9 - Replace 2 rotors not turning W of monument.
- Zone 11 - Repair 2 Netifim leaks W of monument near fence.
- Zone 18 - This valve will not close when off. Time will be taken to clean out valve and replace diaphragm but valve replacement is included if needed.
- Zone 19 - Replace broken 1 1/2 union on valve.

Controller 13

- Zone 1 - Replace 1 plugged MP nozzle center of native area.
- Zone 1 - Repair lateral leak near controller.
- Zone 2 - Repair Netifim leak S of first wall.
- Zone 4 - Repair 2 Netifim leaks S of house 16346

Controller 14

- Zone 1 - Replace 2 rotors not turning along walk S of controller.
- Zone 2 - Replace 1 broken spray head and 2 plugged nozzles along 95th Ln near street.
- Zone 3 - Replace 1 broken or missing emitter S of controller near monument.
- Zone 6 - Replace 1 rotor not turning center of native area.
- Zone 9 - This valve is not operating from the controller. Time will be taken to troubleshoot and repair.
- Zone 11 - Replace 2 plugged nozzles along 95th S of parking
- Zone 12 - Repair drip leak under new concrete at mailboxes.
- Zone 13 - Repair lateral leak at new concrete for mail boxes.
- Zone 14 - Repair lateral leak and reconnect 2 heads near mail boxes.
- investigate and repair no water getting to 4 pine trees NW of parking area.

Controller 16

- Zones 1 and 2 are not operating from the controller. Time will be taken to troubleshoot and repair.
- Zone 3 - Replace 1 plugged nozzle S of controller near tunnel.
- Zone 5 - Replace 2 broken or missing emitters between walk and curb along street.
- Zone 6 - Repair lateral leak S of controller near new concrete at walk.
- Zone 7 - This valve is not operating from the controller. Time will be taken to troubleshoot and repair.
- Zone 8 - Replace 1 broken spray head and 6 plugged nozzles along 95th Ln
- Zone 9 - This valve is not operating from the controller. Time will be taken to troubleshoot and repair.
- Zone 12 - Replace 3 MP heads leaking bad at wiper seal S of 94th Pl near walk.
- Zone 14 - This valve is not operating from the controller. Time will be taken to troubleshoot and repair.
- Zone 16 - Repair lateral line leak near new construction.

Controller 17

IRRIGATION TIME & MATERIAL AGREEMENT

EXHIBIT A Scope of Services (the "Work")

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

The Client and the Contractor agree that the price for the "Work" included in this Agreement is an APPROXIMATE PRICE ONLY. Many times, there are unforeseen issues that may require more time and/or material to make the necessary

**** THIS PRICE DOES NOT INCLUDE SALES TAX ****

- Install unions on 3/4" backflow device for off season removal.
- Zone 1 - Replace 3 broken spray heads around backflow.
- Zone 3 - Repair Netifim leak W of controller.
- Zone 5 - repair lateral leak W of backflow.
- Zone 6 - This valve will not close when off. Time will be taken to clean out valve and replace diaphragm. Valve replacement is included if needed.

Controller 18

- Zone 2 - Replace 3 MP nozzles not turning NW behind houses.
- Zone 3 - Replace 3 MP nozzles not turning N of controller
- Zone 6 - Replace 1 rotor not turning E of backflow along street.
- Zone 9 - This valve is not operating from the controller. Time will be taken to troubleshoot and repair.

Controller 19

- Zone 3 - Repair Netifim leak S of controller.
- Zone 4 - Replace 1 broken rotor W of controller near walk.
- Zone 5 - Replace 2 rotors not turning W of controller along path.
- Zone 6 - Replace 1 broken rotor W of pond.
- Investigate and repair possible mainline leak W of pond next to path.

Controller 20

- Zone 3 - Repair drip leak N of 94th Ave along Torry.
- Zone 4 - replace 3 broken or missing emitters along Torry
- Zone 4 - This valve will not close when off. Time will be taken to clean out valve but replacement is included if needed.
- Zone 7 - Repair Netifim leak N of walk near fence.
- Zone 15 - This valve will not operate from the controller. Time will be taken to troubleshoot and repair.

Controller 21

- Zone 2 - This valve will not close when off. Time will be taken to clean out valve and replace diaphragm. Valve replacement is included if needed.
- Zone 3 - Replace 2 broken spray heads and 5 plugged nozzles along Torry.
- Zone 4 - replace 1 rotor not turning N of backflow.
- Zone 6 - Replace 1 rotor not turning W of backflow.
- Zone 8 - Replace 1 broken rotor near retention area.
- Zone 10 - Replace 3 plugged Mp nozzles W of controller.
- Zone 12 - This valve is not operating from the controller. Time will be taken to troubleshoot and repair.
- Zone 14 - Repair Netifim leak E or retention area.

Controller 22

- Zone 1 - Replace 2 plugged nozzles E of controller along 94th.
- Zone 1 - Replace 1 missing spray head along 94th.
- Zone 2 - Replace 1 plugged nozzle NE corner park along 94th.
- zone 3 - Replace 1 plugged nozzle E side of park along salvia.
- zone 5 - Replace 1 broken 12" spray head and 1 broken nozzle W of playground.
- Zone 10 - Replace 1 rotor not turning s of playground.
- Zone 12 - Replace 2 broken 12" spray heads and check 2 additional heads not popping up.
- Zone 14 - Replace 5 plugged nozzles SW corner of park.
- Zone 15 - Replace 1 broken rotor SW of park along walk.
- Zone 21 - Replace 1 broken rotor W of park in open area.
- Zone 23 - This valve is very slow to close and will be replaced.

IRRIGATION TIME & MATERIAL AGREEMENT

EXHIBIT A Scope of Services (the "Work")

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- Zone 24 - Replace 3 broken 12" spray heads E of playground
- Zone 24 - Repair lateral leak along Saliva.
- Zone 25 - Replace 1 plugged nozzle N of controller along 94th
- Run about 25' of wire to valve in center of dog park to get on controller. Currently a single Station.
- Cap mainline on west side of dog park for new construction.

Controller 23

- Zone 2 - Replace 1 broken MP head and 3 plugged MP nozzles N of mailbox.
- Zone 3 - Replace 4 broken MP heads and 5 plugged nozzles w along fence.
- Zone 6 - Replace 2 rotors not turning N along edge of native.
- Zone 7 - This valve will not close when off. Time will be taken to replace diaphragm but valve replacement is included if needed.
- Zone 9 - Repair 3 Netifim leaks for trees
- Zone 9 - Investigate and repair possible mainline leak in valve box
- Zone 12 - Replace broken rotor NW of retention pond.
- Zone 13 - repair broken drip blow out pot NW of retention.
- Zone 14 - repair 3 broken spray heads and lateral leak along retention.

Controller 25

- Zone 3 - Repair Netifim leak E of controller on hill.
- Zone 5 - Repair 2 lateral leaks SE corner 93rd and 94th Ln.
- 10 - Replace 2 broken spray heads and 4 plugged MP nozzles along Yucca
- Zone 16 - Replace 6 plugged MP nozzles along 93rd Dr.
- zones 7, 8 and 9 are not operating from the controller, time will be taken to troubleshoot and repair.

Controller 26

- Zone 2 - Replace 1 plugged MP nozzle N of mailbox.
- Zone 3 - Replace 2 heads leaking bad at wiper seal and 3 plugged mP nozzles N of mailbox.
- Zone 4 - Replace 1 broken Mp head and 1 plugged MP nozzle W of controller.
- Zone 7 - repair lateral line leak and 4 plugged MP nozzles S of controller along fence.
- Zone 10 - Replace 3 plugged MP nozzles SW controller.
- Zone 12 - Replace 1 broken rotor S of retention.
- Zone 15 - Replace 2 rotors not turning W of 9445 along edge of native.
- Zone 21 - Replace 3 MP nozzles not turning behind houses.
- Zone 23 - Replace 2 broken rotors W of 17949.
- Zone 25 - Replace 2 plugged mP nozzles W of 17949

Controller 27

- Zone 1 - Replace 4 plugged nozzles NW of backflow.
- Zone 4 - This valve will not close when off. Time will be taken to clean out and replace diaphragm. Valve replacement is included if needed.
- Zone 8 - Repair lateral line leak E of controller.
- Zone 10 - This valve is not operating from the controller. Time will be taken to troubleshoot and repair.
- Zone 15 - Replace 3 plugged nozzles along Yucca
- Zone 16 - Replace 1 rotor not turning East along fence.
- Zone 18 - Replace 1 rotor not turning E of controller.
- Zone 20 - Repair 3 Netifim leaks for trees NE along fence.
- Zone 25 - Repair lateral leak N of backflow.

EXHIBIT A Scope of Services (the "Work")

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

The Client and the Contractor agree that the price for the "Work" included in this Agreement is an APPROXIMATE PRICE ONLY. Many times, there are unforeseen issues that may require more time and/or material to make the necessary

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Controller 28

- Zone 2 - Replace 2 MP nozzles not turning E of controller along fence.
- Zone 5 - replace 1 rotor not turning NE of walk.
- Zone 7 - Replace 1 rotor not turning NE of controller in native area.
- Zone 15 - repair lateral line leak E side along fence.
- Zone 16 - Replace 1 broken MP head E along walk.
- zones 18 and 19 are not operating from the controller, time will be taken to troubleshoot and repair.

Controller 29

- Zone 2 - This valve is not operating from the controller, time will be taken to troubleshoot and repair.
- Zone 5 - Replace 3 plugged Mp nozzles around sign.
- Zone 9 - Repair lateral leak and 2 plugged MP nozzles around sign.
- Zone 10 - Repair lateral leak SE of controller.
- Zone 13 - This valve is not operating from the controller, time will be taken to troubleshoot and repair.
- Zone 15 - Replace 2 broken MP heads and 4 plugged MP nozzles W of monument.
- Zone 21 - repair netifim leak E of controller.
- Zone 24 - repair netifim leak on top of hill.

Controller 30

- Zone 2 - Replace 1 broken spray head E along 93rd.
- Zone 16 - Repair drip leak NE park.
- Zone 19 - Replace broken 1 1/2" valve E along 93rd.

Controller 31

- Zone 7 - This valve will not close when off, time will be taken to clean out and replace diaphragm. Valve replacement is included if needed.
- Zone 19 - Repair lateral leak right outside of valve box.
- Extra time will be taken to trace wires as several valves are not operating from the controller.

Controller 32

- Zone 18 - Repair lateral leak N of path.
- Zone 19 - This valve will not close when off, time will be taken to clean out valve and replace diaphragm. Valve replacement is included if needed.
- Zone 23 - Repair lateral leak behind house 9425 along fence.
- Zone 28 - Repair lateral line behind house 18993 next to fence.

Controller 33

- Zone 3 - Replace 3 MP heads leaking at wiper seal and 3 plugged MP nozzles E of controller.
- Zone 5 - Replace 1 broken MP head near monument.
- Zone 6 - Replace 2 broken rotors E of controller.
- Zone 9 - Replace 1 rotor not turning S of controller along fence.
- Zone 17 - Repair drip leak along Eldora.
- Zone 19 - Repair drip leak S of controller
- Zone 21 - Repair Netifim leak S of retention pond.
- Zone 22 - Replace 2 broken Mp heads along Eldora.

Controller 34

- Zone 3 - Replace 3 plugged MP nozzles E of open area behind house.
- Zone 5 - Replace 1 plugged MP nozzle NE
- zone 8 - Replace 1 rotor not turning SE of controller.

EXHIBIT A Scope of Services (the "Work")

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- Zone 9 - Repair lateral leak E along walk.
- Zone 13 - This valve will not close when off, time will be taken to clean out. Valve replacement is included if needed.
- Zone 14 - Repair Netifim leak E near flatiron.

Controller 35

- This mainline had been damaged by construction. A proposal has been sent to JCMD / IDES for repairs.

Controller 36

- Zone 1 - Replace 1 rotor not turning N of controller along fence.
- Zone 6 - replace 1 broken rotor W of park along walk.
- Zone 11 - Replace 1 rotor not turning center of park.
- zone 17 - Replace 1 broken rotor N of playground.
- Zone 20 - Replace broken 12" spray head E of playground.
- Zonr 21 - Repair 1 broken 12' spray head and repair lateral leakaround tables.

Controller 37

- Zone 1 - Replace 2 broken MP heads near mailbox.
- Zone 1 - This valve will not close when off, time will be taken to clean out. Valve replacement is included if needed.
- Zone 5 - Repair lateral leak and 2 broken spray heads N of controller.
- Zone 8 - Replace 3 plugged nozzles S of mailbox.
- Zone 9 - Replace 1 broken rotor N of park next to fence.
- Zone 12 - Repair Netifim leak N of park, west fence.
- Zone 13 - Repair netifim leak East side of park.

Controller 38

- Zone 1 - Repair lateral leak and 5 MP nozzles plugged W of controller.
- Zone 2 - This valve is not operating from the controller, time will be taken to troubleshoot and repair.
- Zone 4 - Repair drip leak near mailbox.
- Zone 6 - Repair netifim leak NE of controller.
- Zone 8 - Replace 1 broken MP head near mailbox.

Controller 39

- This mainline had been damaged by construction. a proposal was sent to tri Point Homes last Fall.

Controller 40

- Zone 7 - Repair drip leak N of Candelas sign.
- Zone 7 - Replace 4 broken or missing emitters NE of sign.
- Zone 12 - Replace missing rotor N side of rock bed.
- Zone 14 - Replace 1 rotor not popping up in center of native.
- Zone 15 - Replace broken rotor near fence.
- Zone 18 - Repair drip leak and 4 missing emitters for trees in native area.
- Zone 30 - Repair drip leak for trees between houses.
- Zone 28, 29 and 33 are not operating from the controller. Time will be taken to troubleshoot and repair.
- Investigate and repair possible mainline leak in valve box #25
- Install rubber kit in backflow device.

Controller 42

- Zone 2 - Replace 2 plugged nozzles N of tennis court.
- Zone 4 - Replace 1 broken rotor W of tennis court.

EXHIBIT A Scope of Services (the "Work")

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- Zone 6 - Replace 1 broken rotor W of tennis court.
- Zone 11 - Replace 1 broken 12" spray head front of mailbox.
- Zone 15 - Replace 1 broken 12" spray head front of swings.
- Zone 24 - Replace 1 broken rotor front of benches.
- Zone 27 - Repair lateral line leak front of controller.
- Zone 30 - Replace 1 broken rotor next to tennis court.
- Zone 31 - Repair lateral line leak in front of benches.
- Zone 32 - Replace 1 broken rotor front of monument.

Controller 43

- Zone 5 - replace 2 broken nozzles W of clubhouse
- Zone 5 - Repair lateral line leak W of clubhouse.

Controller 44

- Zone 8 - Replace 1 broken spray head bottom of hill along walk.
- Zone 24 - Replace 1 broken spray head behind house 9531 along fence.

Controller 45

- Zone 1 - Replace 3 plugged Mp nozzles along Eldora.
- Zone 3 - Repair lateral leak S of controller.
- Zone 10 - This valve is not operating from the controller, time will be taken to troubleshoot and repair.
- zone 19 - Replace 5 MP nozzles plugged N of park.
- Zone 21 - Replace 1 broken rotor along fence.
- Zone 22 - Replace 2 rotors not turning at grass area.

Controller 46

- Zone 1 - Repair lateral line leak S of controller.
- Zone 4 - Replace split valve front of controller
- Zone 6 - Replace 2 broken Mp heads along 95th Pl.
- Zone 8 - This zone has no pressure. Time will be taken to troubleshoot valve ot locate leak not surfacing and repair.
- Zone 10 - Replace 2 plugged Mp nozzles
- Zone 11 - Repair drip leak near house 18512
- Zone 12 - Repair lateral leak damaged by construction.
- Several zones are not operating from the controller, time will be taken to locate wire for damage caused by construction.
- Repair 3 mainline leaks caused by construction.

Controller 47

- Zone 2 - Repair lateral leak behind house 18764.
- Zone 19 - This valve will not close when off, time will be taken to clean out valve. Valve replacement is included if needed.

Controller 48

- Zone 1 - Replace 1 broken MP head along fence behind house 18321.
- Zone 4 - Replac3e broken rotor on hillside behind 18281.
- Zone 10 - Replace 1 broken rotor next to trail.
- Zone 21 - Replace 1 broken MP head along fence behind 9522
- Investigate possible mainline leak in valve box S of trail entrance.

Controller 49

- Zone 2 - Repair 3 drip leaks in park

EXHIBIT A Scope of Services (the "Work")

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Controller 50 Single Station

- Repair 2 drip leaks in greenbelt area.

Group Total	\$33,286.35
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_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Agreement Total	\$33,286.35
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IRRIGATION TIME & MATERIAL AGREEMENT

EDLLC Contact: Dale Coffman

Project Name: Candelas - Alley Homes

Project Address 9371 McIntyre St., Arvada, CO 80007

Agreement #: 116416

Date of Agreement April 10, 2024

2024 Irrigation

THIS IRRIGATION TIME & MATERIAL AGREEMENT (the "Agreement") is made and entered into as of 4/10/2024 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Candelas - Alley Homes (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

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

2. TIME OF COMPLETION

A. The Client acknowledges that The Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date. Among other things, the Commencement Date is subject to and conditioned upon performance by the Client, including, but not limited to timely payment of the Deposit and/or the Commencement Payment.

B. The Work shall be substantially completed within approximately 5 business days of the Commencement Date, Subject to delay due to inclement weather or any other conditions outside of the direct control of the Contractor (each a "Force Majeure Event" and collectively "Force Majeure Events"). Delays due to Force Majeure Events may cause additional price increases to be incurred.

3. GENERAL PROVISIONS

A. The Client shall be solely responsible to establish and provide property line locations at the Property. Rough Grade establishment is the responsibility of The Client. Rough Grade shall be defined as the establishment of the initial grade, slope, soil composition and drainage of the Property. The Client understands that the Contractor needs access to perform the work as outlined within this Agreement, and that the Contractor will use its best efforts to avoid damage to any ingress and egress access points, but in some cases damage may occur to Concrete, Asphalt, or other surfaces including, but not limited to, Driveways, Sidewalks, Streets, Turf, Lawn, Beds, Loading Docs, Elevators, and Lobbies, whether public, private, or shared and the Client will hold Environmental Designs, Inc. Harmless for any damage as a result of ingress and egress to the project. The Contractor shall not be responsible for any damage to, or moving of, materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc.

B. This agreement shall supersede all prior agreements between the Parties, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a change order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders. Additional time necessary to complete the project will be outlined with each Change Order.

C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed, as necessary, with the generation of a

D. This proposal shall expire unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of this Agreement. If accepted, this document shall become a binding Agreement between the Client and the Contractor. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete Agreement between the Client and the Contractor.

EXHIBIT A Scope of Services (the "Work")

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

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Irrigation Proposal

This Agreement authorizes the Contractor to perform the work listed below, including any additional issues that may be uncovered while completing said work. The final bill for this work will reflect the actual Time and Material used, billed at the Client's current Maintenance Agreement Irrigation Repair rate. If there is no current Maintenance Agreement, then Time will be billed at \$90.00 per hour.

The following is the listing of the items found during our irrigation system inspection. These are the items that, on the day of inspection, EDI found to be in need of repair.

Controller 6a

- Zone 5 - Replace 1 broken nozzle NW 15778
- Zone 32 - Repair drip leak se corner 95th and McIntyre
- Zones 8, 9 and 21 are not operating from the controller. Time will be taken to troubleshoot and repair.

Controller 6b

- Zone 2 - Repair leaking drip blow out fitting front of 9440.
- Zone 16 - Replace 1 broken head front of 9425.
- Zone 19 - Replace 1 broken head front of 9485.
- Zone 20 - Replace 1 broken head front of 15398 W 95th.
- Zone 39 - Replace 1 plugged nozzle NW corner Loveland and 95th Ave.
- Zone 43 - Replace 1 broken head front of 15397 W 95th Ave

Controller 9

- Zone 3 - Replace 2 heads leaking at wiper seal front of 15878.
- Zone 13 - Replace 1 broken head E of 15871

Group Total	\$1,176.00
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_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Agreement Total	\$1,176.00
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Task Order C

Related to:

2023-2024 GENERAL SERVICES AGREEMENT

RE: Candelas Community-Wide Engineering Assessment

This Task Order is dated this 9th day of April, 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. A section of soft trail adjacent to the Yucca Pond has been identified as a District priority. Drainage issues present in the trail area have resulted in increased maintenance costs associated with cleanup and replacement of the trail surface following precipitation events. The soft trail has been observed to show signs of severe erosion and loss of trail material.
 - C. A topographic survey should be completed in order to accurately map the surface of the impacted trail area and its drainage(s). These survey results will provide a sound basis for subsequent work, which is anticipated to include design of the improvements and preparation of the related construction drawings.
 - D. Many or all of the residences west of the trail area regularly discharge pumped groundwater from their sump pump systems near the property line, and some have routed their gutter downspouts in buried piping to near the property line.
-

SCOPE OF WORK

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



Figure 1 – APPROXIMATE LIMITS OF SURVEY

- 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 \$15,650.

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

- Topographic Survey + Design Report = \$10,800
- Design and Construction Drawings = \$4,850

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 \$15,650 without written approval of the District.



SCHEDULE

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

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

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

ACCEPTANCE SIGNATURES

Authorized Representative, Level Engineering, LLC

_____	_____	_____
Signature	Title	Date

Name (please print)


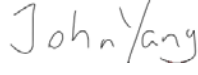
ACCEPTANCE:

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)

To: Jay Blackburn, PE
Project Manager
Level Engineering, LLC

From: Albert Molinas, Ph.D., PE, President 
John Yang, Ph.D., P.E., GIS Specialist, Project Manager 

Date: March 27, 2024

Subject: Hydraulic Survey of Foxtail Detention Pond for Sediment Deposition

Hydrau-Tech, Inc. In cooperation with Level Engineering, LLC has prepared this document to summarize the Hydraulic Survey of Foxtail Detention Pond Project for the HOA. The purpose of this document is to summarize the Hydrau-Tech, Inc.'s hybrid detention pond survey work utilizing drones, sonar equipment and traditional land survey methodologies and document the findings of the study.

In summary:

1. On March 3, 2024, Hydrau-Tech, Inc., conducted hydraulic survey of the Foxtail Pond. This survey used a hybrid of drone survey technology combined with LiDAR, traditional land surveying methodology, and sonar measurements.
2. Hydrau-Tech survey results are provided in the attached plan set. This set includes: i) Contour map of the Foxtail Pond; ii) Excavation plan showing the plan view of the pond with excavation boundary and excavation contours; and iii) Various cross sections along the pond showing current pond elevations and corresponding design elevations, The excavation plan and cross sections are to provide guidance to the contractor for their cleanup operations.
3. During the study, it was found that there has been a vertical shift of 2.8 ft in datum in the design plan sets from Martin & Martin Engineering dated January 2011. This shift has been verified by using existing USGS LiDAR information corresponding to known surface targets.
4. The datum in Martin & Martin Engineering's design plan set dated 2011 should be adjusted by adding 2.8 ft to all elevations to reflect Colorado State Plane datum for future surveys and repair work.

5. In general, the Foxtail Pond experienced a deposition of approximately 1 foot since its construction.
6. This deposition translated into approximately 1900 cu. yards of sediment.
7. Since the original volume of the pond was approximately 548,000 cu. ft (approx.. 19,000 cu. yards), the deposition reflects a loss of 10 percent loss of detention volume.
8. Hydrau-Tech recommends that the detention volume of the pond be restored to original design conditions.
9. Riprap protection at the Northwest culvert outlet was observed to be washed out during past flooding events. This riprap was sized as Mile High Flood District's Type M riprap with 12" median diameter. We recommend that this protection should be upsized to Type H riprap with 18" median diameter riprap.
10. It is recommended that culvert outlets be cleaned out of sediments and the riprap protections be replenished if it is found to show signs of being scoured during cleanup operations. Hydrau-Tech-Level team will be glad to assist the HOA with this assessment.
11. The new Hydrau-Tech, Inc. hybrid survey using drone survey technology combined with LiDAR, traditional land surveying methodology, and sonar measurements has provided a detailed contour map of the Foxtail Pond. This survey can be used as a base for future work to document detention volumes over time.



Print Date: 03/26/2024
 File Name: Pond Survey.dwg
 Horiz. Scale: As Noted Vert. Scale: As Noted
 Unit Information Unit Leader Initials

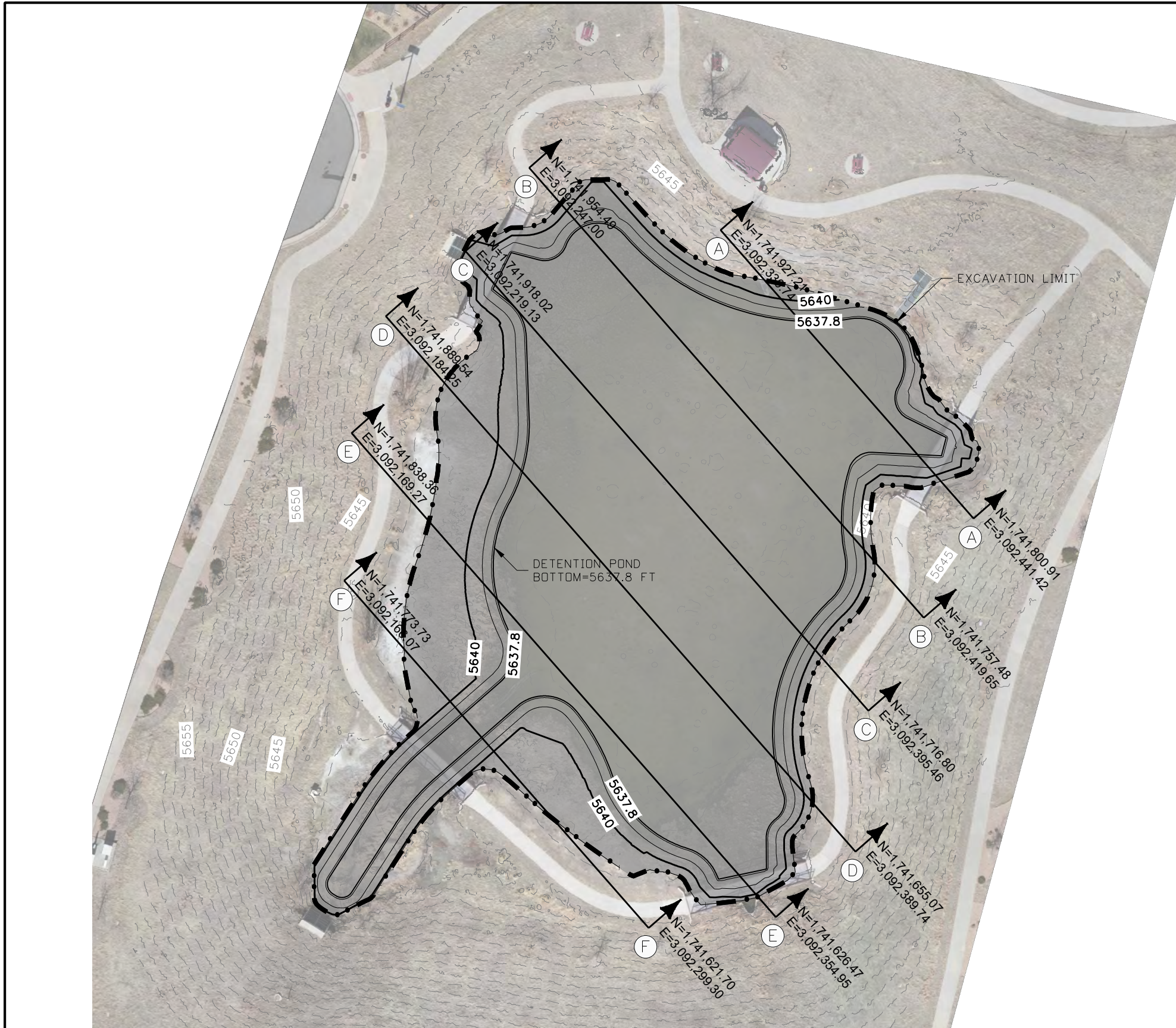
Sheet Revisions		
Date:	Comments	Init.

As Constructed
No Revisions:
Revised:
Void:

2024 HYDRAU-TECH SURVEY DETENTION POND 408 (FOXTAIL)			
Designer:	AM	Structure	X-XX-XX
Detailer:	JY	Numbers	X-XX-XX
Sheet Subset:	XXXXXXX	Subset Sheets:	XXX of XXX

Project No./Code
Project Number
Code
Sheet Number 1



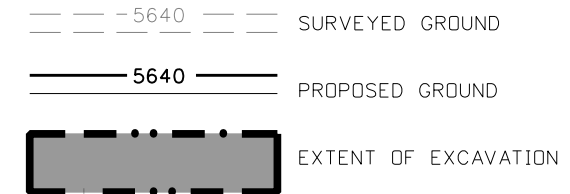


NOTE:

1. PROJECTION = 2011 COLORADO STATE PLANE CENTRAL.
2. VERTICAL DATUM = NAVD88.
3. THE EXISTING TERRAIN IS SURVEYED BY HYDRAU-TECH, INC. ON MARCH 3, 2024.
4. THE FINAL GRADE IS BASED ON THE DETENTION POND 408 (BASIN B) FILLING PLAN ATTACHED IN THE OPERATION AND MAINTENANCE MANUAL OF DETENTION POND 408 FOXPOND. THE ELEVATIONS WERE ADJUSTED WITH AN ADDITION OF 2.81 FT BASED ON THE EVALUATION OF THE 2020 USGS LIDAR AND HYDRAU-TECH'S SURVEYED POINTS USING TRIMBLE R12i, MODEL 60, ROW AND RTX SURVEY EQUIPMENT.
5. TOTAL EXCAVATION VOLUME = 1,950 CY. THE EXCAVATION BOUNDARY GENERALLY FOLLOWS THE 5641-FT CONTOUR.
6. CONTRACTOR SHALL LOCATE AND POTHOLE EXISTING UTILITIES WITHIN THE PROJECT LIMITS PRIOR TO ANY EXCAVATION.
7. LOCATIONS OF EXISTING UTILITIES ARE UNKNOWN. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING AS-BUILT INFORMATION ON A SET OF RECORD DRAWINGS.
9. THE CONTRACTOR SHALL MAINTAIN DRAINAGE DURING CONSTRUCTION. THE REPAIR OF DAMAGES RESULTING FROM DRAINAGE AND RUNOFF IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR AND COST SHALL BE INCLUDED IN THE WORK.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STABILITY OF ALL STRUCTURES DURING CONSTRUCTION. ANY DAMAGE TO EXISTING STRUCTURES SHALL BE REPAIRED AND PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL SUBMIT A METHOD STATEMENT TO THE ENGINEER FOR REVIEW AND APPROVAL, PRIOR TO MAKING REPAIRS. REPAIRS THAT AFFECT LOAD PATHS OR REQUIRE THE SIZING OF MEMBERS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF COLORADO WITH RELEVANT EXPERIENCE. THE COST OF THIS WORK SHALL BE BORNE BY THE CONTRACTOR.
11. THE CONTRACTOR SHALL PROTECT ALL TREES WITHIN THE PROJECT WORK AREA. NO TREES SHALL BE REMOVED EXCEPT AT THE DIRECTION OF THE PROJECT ENGINEER.



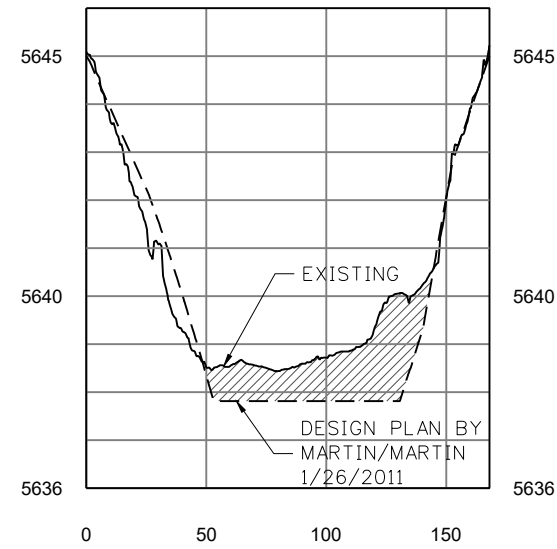
Know what's below.
Call before you dig.



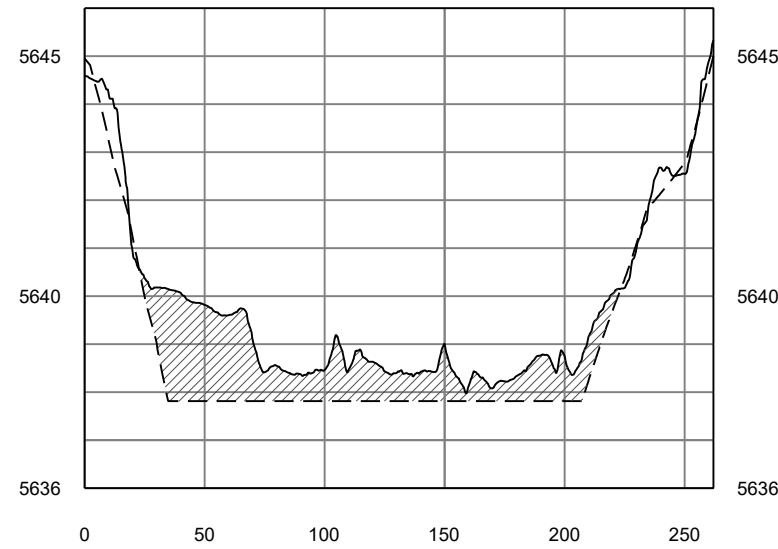
Print Date: 03/26/2024
File Name: SITE PLAN.dwg
Horiz. Scale: As Noted Vert. Scale: As Noted
Unit Information Unit Leader Initials
HYDRAU-TECH, INC. ENGINEERING AND SOFTWARE 363 W. DRAKE RD. SUITE 30 FORT COLLINS, CO 80526 PHONE (970) 223-3984

Sheet Revisions		
Date:	Comments	Init.

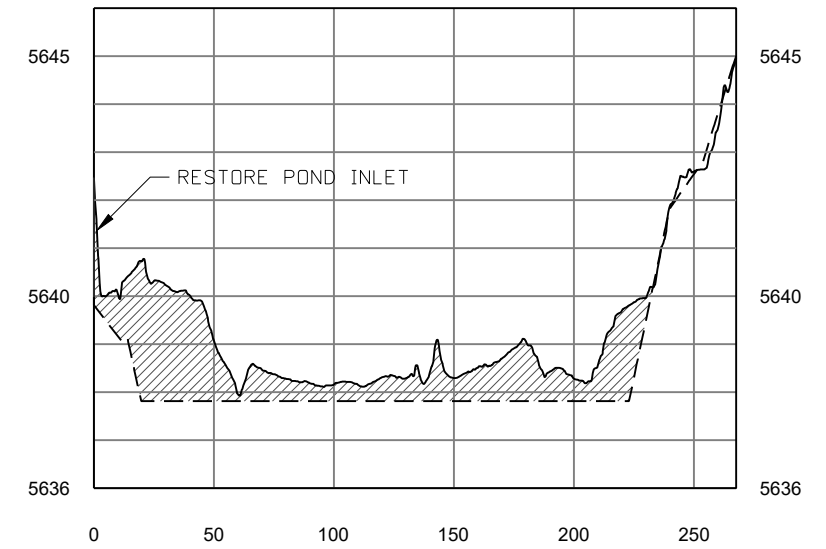
As Constructed	No Revisions: Revised: Void:	DETENTION POND 408 (FOXTAIL) EXCAVATION PLAN		Project No./Code
		Designer: AM Structure: X-XX-XX Detailer: JY Numbers: X-XX-XX	Project Number	
		Sheet Subset: XXXXXXXX Subset Sheets: XXX of XXX	Code	
				Sheet Number 2



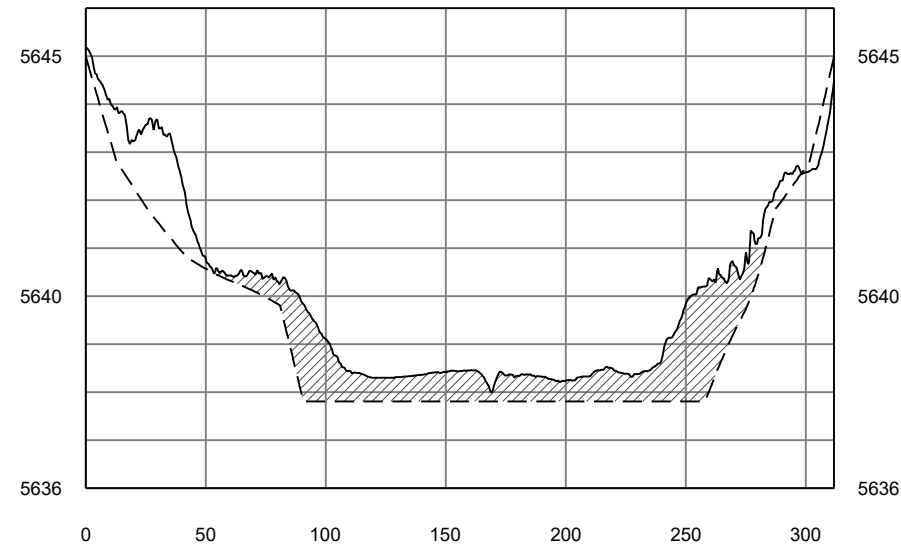
SECTION A



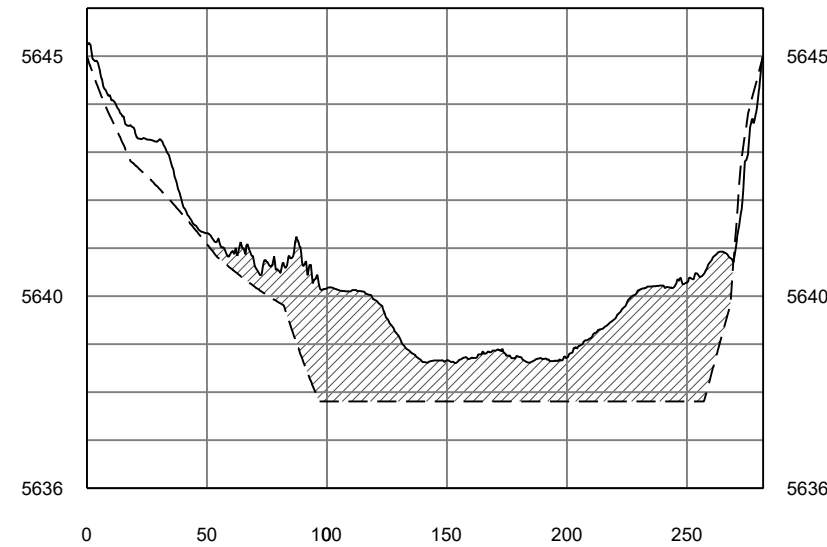
SECTION B



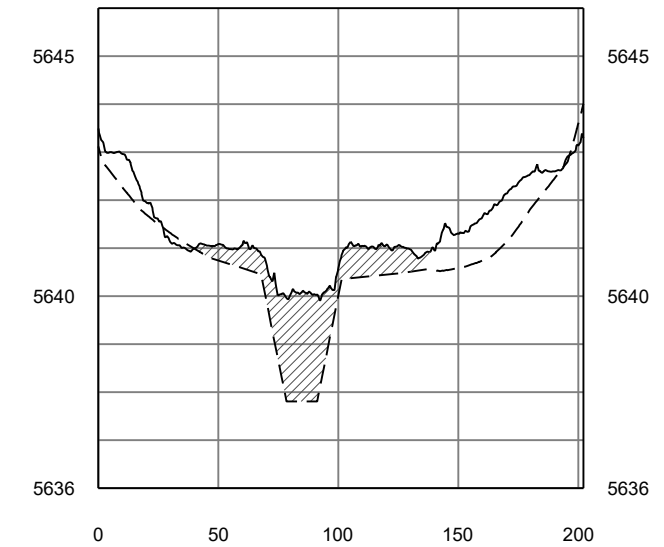
SECTION C



SECTION D



SECTION E



SECTION F

- EXISTING GROUND
- - - - - DESIGN PLAN BY MARTIN/MARTIN
- ▨ EXCAVATION

NOTE:
POND EXCAVATION LIMITED TO ELEVATION 5641 FT AND BELOW.

Print Date: 03/26/2024	
File Name: Cross Section.dwg	
Horiz. Scale: As Noted	Vert. Scale: As Noted
Unit Information	Unit Leader Initials
HYDRAU-TECH, INC. ENGINEERING AND SOFTWARE <small>363 W. DRAKE RD. SUITE 30 FORT COLLINS, CO 80526 PHONE (970) 223-3984</small>	

Sheet Revisions		
Date:	Comments	Init.

As Constructed	DETENTION POND 408 (FOXTAIL) EXCAVATION PROFILES
No Revisions:	
Revised:	
Void:	

Designer:	AM	Structure	X-XX-XX
Detailer:	JY	Numbers	X-XX-XX
Sheet Subset:	XXXXXXX	Subset Sheets:	XXX of XXX

Project No./Code
Project Number
Code
Sheet Number 3

Task Order D

Related to:

2023-2024 GENERAL SERVICES AGREEMENT

RE: Candelas Community-Wide Engineering Assessment

This Task Order is dated this 9th day of April, 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. A section of soft trail and open space adjacent to the Anvil Pond has been identified as a District priority. Drainage issues present in the area have resulted in limited ability of the District to maintain a usable trail. Additionally, a low-lying area adjacent to the southwest corner of 18554 W 95th Ln has become a concern due to its lack of vegetation, constant saturation, and lack of drainage resulting in ponding water and locally increased potential for vector disease transmission (ie. mosquitos, etc).
 - C. A topographic survey should be completed in order to accurately map the surface of the impacted area and its drainage(s). These survey results will provide a sound basis for subsequent work, which is anticipated to include design of the improvements and preparation of the related construction drawings.
-

SCOPE OF WORK

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

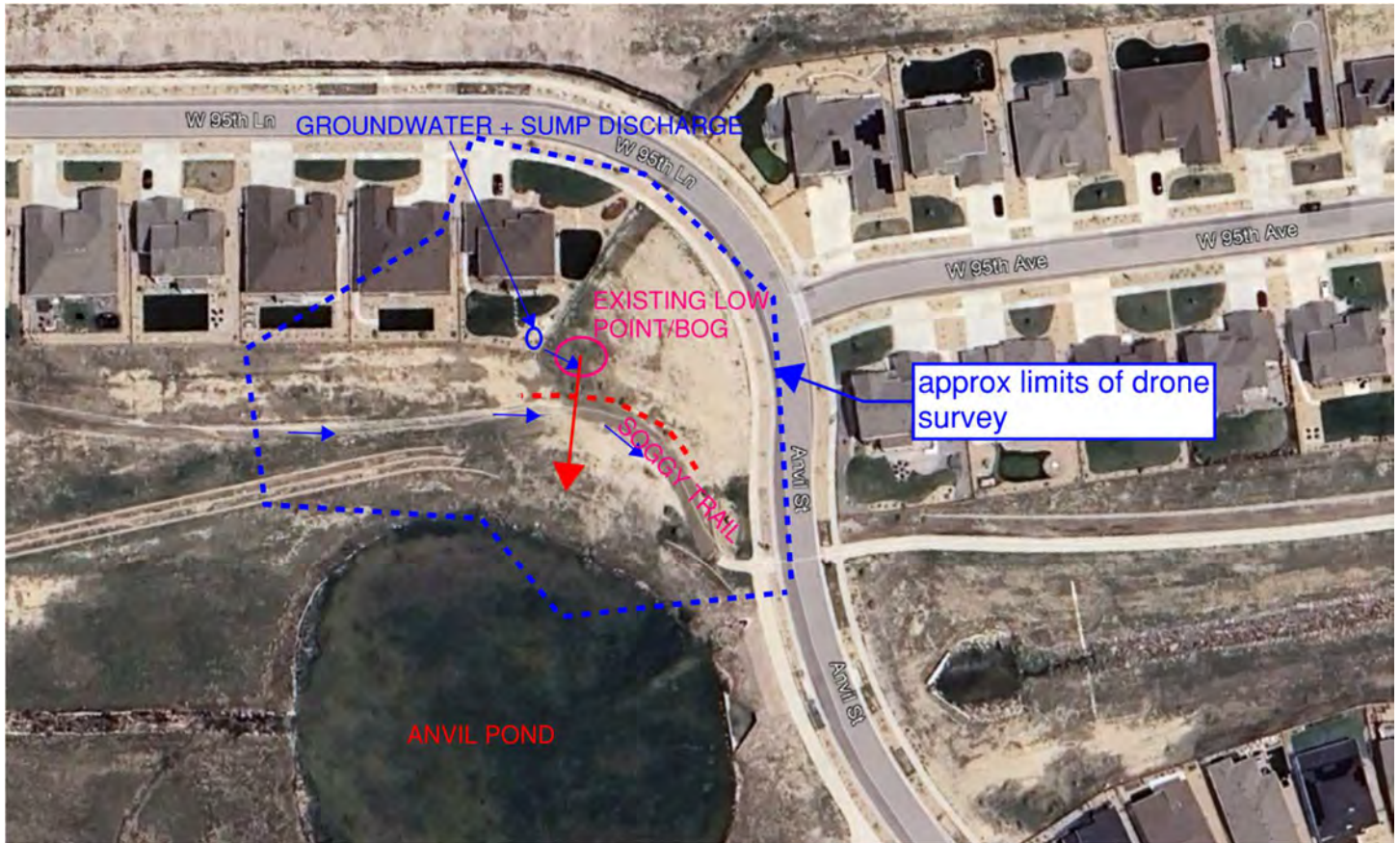


Figure 1 – APPROXIMATE LIMITS OF SURVEY

- 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 \$15,650.

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

- Topographic Survey + Design Report = \$10,800
- Design and Construction Drawings = \$4,850

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 \$15,650 without written approval of the District.

SCHEDULE

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



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

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

ACCEPTANCE SIGNATURES

Authorized Representative, Level Engineering, LLC

_____	_____	_____
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: April 16th, 2024

Overall Facilities Update:

- The service agreement with 303 Networks for upgrading the camera and access system has been fully executed and parts have been ordered. 303 Networks has provided a quote in the amount of \$9,961.85 for adding card readers to the community room and gym at Parkview (attached).
 - Action Requested: Approve or Deny quote for additional card reader

Parkview Facility Update:

- The tile repair at Parkview is complete.
- Work Orders:
 - One of the three gooseneck lights on the south side of the Parkview facility has been damaged again. This light was also replaced in August 2023. We're informing the Board since we suspect these are both incidents of vandalism. Would the Board like to have this light replaced again or have a cover installed over the hole?



- We've received a report that some of the window locks in the Parkview gym are not latching. It appears that the windows are not sliding down properly which prevents the locks from securing. FFM will make a recommendation for repair which will be shared at the April Board meeting.

Townview Facility Update:

- 303 Networks has been trying to work with Control4 to gather pricing information for repairing the system at Townview but the vendor has not been responsive. With Board approval, 303 Networks has begun looking into other products.
 - Action Requested: None at this time.
- Major Heating and Air and Impact Heating and Cooling have performed system evaluations on the geothermal system at Townview, neither have submitted estimates for repair. We have begun contacting other contractors in the area and are working to find a company who is familiar with this type of system.
- Action Requested: None at this time.
- Push, Pedal, Pull has executed the order for the two treadmills and Peloton bike for the Townview Gym. The estimated lead time is 4-8 weeks.
 - Action Requested: None at this time



FOOTHILLS

FACILITIES MAINTENANCE

- The Townview water heater has been out of service since mid-January and will need to be replaced. We have obtained quotes for 100 gallon commercial replacements, tankless systems and have inquired about the possibility of installing a residential unit. We were informed that converting to a residential unit may require approval from the City as well as reworking the existing plumbing. We were also cautioned that residential units don't typically last as long as commercial units. Flatirons Plumbing provided an estimate for installing a 75 gallon residential unit but noted that they would not provide a warranty since the unit would not be installed in its intended application.
 - Action Requested: Approve or deny proposals from Pro Innovation Plumbing, Plumb Pros, Blue Mountain Plumbing, Major Heating and Cooling or Flatirons Plumbing.
- The glass pane has been resecured on the Townview gym door.
- There are several lights out in the Townview parking lot, we have contacted Yesco and Colorado Lighting, Inc. (CLI) to request pricing information. Yesco's rate is \$159 per hour plus materials, CLI's rate is \$145 per hour plus materials. Both contractors suggested moving forward with a not to exceed amount of \$850 to allow their technicians time to diagnose the issues and perform repairs, if additional time is needed the contractor will reach out for approval before proceeding.
 - Action Requested: Approve or deny not to exceed amount of \$850 for lighting repair.

Snapshot of Proposals

Company	Project	Facility	Quote Number	Total	Notes
303Networks	Card Readers	Parkview		\$9,961.85	Installation of card readers on the Parkview community room and gym doors.
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. Additional \$500.00 if a permit is required.
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.
Pro Innovation Plumbing	Townview Water Heater	Townview	2837	\$25,890.00	Two Rinnai commercial tankless water heaters.
Plumb Pros	Townview Water Heater	Townview		\$19,799.00	Rheem 100 gallon high efficiency. Additional \$1275.00 for water line repair and fittings, \$4,500.00 for mixing valve. 3 year warranty on units, 1 year warranty on labor.
Plumb Pros	Townview Water Heater	Townview		\$20,785.00	Bradford 100 gallon high efficiency. Additional \$1275.00 for water line repair and fittings, \$4,500.00 for mixing valve. 3 year warranty on units, 1 year warranty on labor.
Plumb Pros	Townview Water Heater	Townview		\$20,674.00	State 100 gallon high efficiency. Additional \$1275.00 for water line repair and fittings, \$4,500.00 for mixing valve. 3 year warranty on units, 1 year warranty on labor.
Plumb Pros	Townview Water Heater	Townview		\$34,725.00	Three Rinnai commercial tankless water heaters. 3 year warranty on units, 1 year warranty on labor.
Major Heating & Air	Townview Water Heater	Townview	85918218	\$20,188.33	100 Gallon high efficiency.
Flatirons Plumbing	Townview Water Heater	Townview	3462	\$24,718.00	Direct replacement, 3 year warranty
Flatirons Plumbing	Townview Water Heater	Townview	3462	\$23,194.00	Same specs as existing unit, different brand. 3 year warranty.
Flatirons Plumbing	Townview Water Heater	Townview	3462	\$13,739.00	75 gallon residential unit, no warranty.



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

4/8/2024

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

RE: Candellas-Park View Change Order #1 Card Reader Add's Proposal

Dear Christina,

303Networks would like to thank you for the opportunity to provide you with the following proposal. This proposal is an add to the base contract recently awarded to 303Networks. This proposal is based on the site surveys and meetings with Christina Sandoval. The conference room door, along with the gym door will have new card readers installed to allow access. 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 the equipment listed below. The Conference Room and Gym are both double doors. 303Networks shall electrify both sides of each door. All cable required for the project shall also be supplied and installed by 303Networks. All cable shall be pulled to the IDF closet located within the Candellas office. This is the location of the existing Maxxess panels. The new reader interface controller shall be installed in the existing Maxxess enclosure. 303Networks shall supply and install wire mold to each door to conceal and protect the cable. All programming and testing shall be completed by 303Networks. All programming and testing shall be completed by 303Newtorks.

Best Regards,

Michael Hamilton



EQUIPMENT LIST

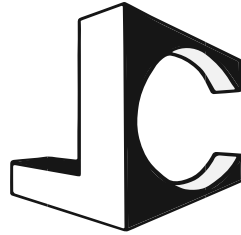
MANUFACTURER	PART NO.	DESCRIPTION/ITEM	QTY	UNIT SELL PRICE	TOTAL SELL PRICE
MAXXESS	EMAX-MR52-S3B	Local Dual Door Controller (2 readers, 8 inputs, 6 outputs) enclosure and power supply not included	1	\$1,222.50	\$1,222.50
ADI	920PTNNEK00000	Compare HID Global HID 920PTNNEK00000 multiCLASS SE RP40 Smart Card Reader, 125 kHz Supports HID Prox, 13.56 MHz	2	\$329.16	\$658.32
IML	BOSDS160	Bosch DS160 High Performance Request-to-Exit Motion Sensor Sounder, Light Gray	2	\$99.18	\$198.36
IML	GRI180-12WG-B	3/4in Diameter Recessed Magnetic Contact Switch Set, 3/4in Plus Wide Gap, 12in Leads, Closed Loop (N/O), Used for Steel Doors, UL Listed, Brown	4	\$11.40	\$45.60
IML	SARM56A-F	Retrofit Kit Motor-LR Latch Retraction for 80 Series 33-36in F Rai	4	\$884.16	\$3,536.64
IML	KEEK-DLA	18in Door Loop Aluminum	4	\$39.95	\$159.78
303NETWORKS	MISC	100 FT WIREMOLD, BOXES, CONNECTORS	1	\$150.00	\$150.00
ALLCOM	W-AC-COMBO-PL-500	A ACCESS CONTROL CABLE 22/2C, 22/3P, 22/4C-SH 18/4, PLENUM RATED, UNDER ONE JACKET, YELLOW, 500', ALL STRANDED	1	\$637.50	\$637.50
		LABOR / MAN HOURS	HOURS		
		CABLE INSTALLATION LABOR	4	\$110.00	\$440.00
		FIELD INSTALLATION LABOR	20	\$110.00	\$2,200.00
		HEADEND INSTALLATION LABOR	3	\$110.00	\$330.00
		TRAVEL TIME			
		SUBTOTAL PARTS / LABOR			\$9,578.70
		PROJECT MANAGEMENT			\$287.36
		ADMINISTRATIVE COSTS			\$0.00
		MISCELLANEOUS MATERIALS			\$95.79
		TOTAL QUOTE			\$9,961.85



General Conditions, Exceptions, & Clarifications

- 120VAC power, where required shall be provided by OTHERS, 303Networks shall coordinate this if needed.
- This proposal assumes that 303Networks shall use the existing lock power supply to power all new locks.
- Wiremold is included in this proposal to conceal and protect all cable.
- All work shall be coordinated with Christina Sandoval.
- 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 _____



Lincoln Contracting

Project: Candelas Townview Clubhouse

Owner: c/o Timberline Management

Contact: Christina Sandoval, sandoval@timberlinedc.com

INSPECTION: Site inspection performed with Mechanical/Plumbing Contractor Vectra Mechanical. Water heater not functioning, requires replacement. Damages to the waterlines adjacent to the water heater. Vent/Flue to outside also is not venting correctly, it does not have the correct rise out of the north wall and has rust due to condensation. Due to the potential exposure to chemicals and fire hazard, this will require replacement with another similar water heater as the existing Bradford-White unit.

SCOPE: Provide all materials, labor, permitting and disposal as required.
Supply Bradford-White 100 gallon Commercial Water heater.
Supply and install/replace damaged water lines and 90 elbows
Supply and install ASME expansion tank
Supply and install new 8" vent, correct the upward slope to allow for proper ventilation.

WARRANTY: 1 year warranty on parts. 3 year warranty on labor for installation.

TOTAL: \$22,885.00

Installation of all plumbing and HVAC by Vectra Mechanical.

Please contact me with any questions.

Best,
Casey Cazier
Lincoln Contracting
Arvada GC lisc #AEC7900

VAUXMONT METROPOLITAN DISTRICT
FINANCIAL STATEMENTS
FEBRUARY 29, 2024

Vauxmont Metro District
Balance Sheet - Governmental Funds
February 29, 2024

	<u>General</u>	<u>Alley Lots</u>	<u>Rec Center</u>	<u>CSID</u>	<u>Debt Service</u>	<u>Total</u>
Assets						
Checking Account	\$ -	\$ 32,546.52	\$ 37,601.69	\$ 4,323.55	\$ 108,731.85	\$ 183,203.61
Colotrust	12,022.33	130,059.07	563.73	4,747,780.66	-	4,890,425.79
US Bank - Sub 2019 Revenue Fund	-	-	-	-	23,082.07	23,082.07
US Bank - Subordinate 2019 Bond Fund	-	-	-	-	6,729.24	6,729.24
US Bank - 2019 Surplus Fund	-	-	-	-	2,550,933.58	2,550,933.58
US Bank - 2019 Special Redemption Fund	-	-	-	-	307.21	307.21
US Bank - 2020 Senior Revenue Fund	-	-	-	-	158,921.97	158,921.97
US Bank - Series 2020 Senior Bond Fund	-	-	-	-	37,911.58	37,911.58
Accounts Receivable	1,131,703.03	10,989.16	-	-	5,362,698.25	6,505,390.44
Receivable from County Treasurer	34,241.55	-	-	-	79,768.06	114,009.61
Total Assets	\$ 1,177,966.91	\$ 173,594.75	\$ 38,165.42	\$ 4,752,104.21	\$ 8,329,083.81	\$ 14,470,915.10
Liabilities						
Accounts Payable	\$ 217,242.73	\$ 8,172.79	\$ 38,165.42	\$ 175,000.00	\$ 2,750.00	\$ 441,330.94
Due to Cimarron MD	90,752.64	-	-	-	-	90,752.64
Unearned Revenue	23,864.84	1,703.18	-	-	-	25,568.02
Total Liabilities	331,860.21	9,875.97	38,165.42	175,000.00	2,750.00	557,651.60
Fund Balances	846,106.70	163,718.78	-	4,577,104.21	8,326,333.81	13,913,263.50
Liabilities and Fund Balances	\$ 1,177,966.91	\$ 173,594.75	\$ 38,165.42	\$ 4,752,104.21	\$ 8,329,083.81	\$ 14,470,915.10

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 Metro District
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending February 29, 2024

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 131,511.00	\$ 20,146.35	\$ 111,364.65
Specific ownership taxes	187,080.00	31,495.38	155,584.62
Interest income	11,500.00	669.68	10,830.32
Other revenue	30,000.00	12,862.56	17,137.44
Plan review fees	7,000.00	150.00	6,850.00
Design review fees	5,000.00	75.00	4,925.00
Social activates revenue	5,000.00	-	5,000.00
Vauxmont - AURA Increment	2,502,942.00	1,121,606.75	1,381,335.25
Total Revenue	<u>2,880,033.00</u>	<u>1,187,005.72</u>	<u>1,693,027.28</u>
Expenditures			
Auditing	14,000.00	-	14,000.00
County Treasurer's Fee	1,973.00	302.20	1,670.80
Dues and membership	3,000.00	634.12	2,365.88
Billing	2,000.00	1,466.30	533.70
Covenant enforcement	105,000.00	8,240.96	96,759.04
Legal	10,000.00	4,101.00	5,899.00
Miscellaneous	2,000.00	107.30	1,892.70
Repairs and maintenance	50,000.00	2,167.74	47,832.26
Landscape Base Contract	400,000.00	66,847.60	333,152.40
Dead Tree Removal	12,500.00	11,443.04	1,056.96
Fence Staining and Repairs	130,000.00	-	130,000.00
Snow removal	55,000.00	36,006.65	18,993.35
Water	175,000.00	3,579.98	171,420.02
Electricity	10,000.00	1,656.29	8,343.71
Pond maintenance	25,000.00	-	25,000.00
Trail maintenance	200,000.00	-	200,000.00
Social activities	20,000.00	825.00	19,175.00
Irrigation repairs	65,000.00	-	65,000.00
Irrigation controller replacement	125,000.00	59,635.54	65,364.46
Landscape enhancements	70,000.00	18,867.94	51,132.06
Office equipment and supplies	18,000.00	4,604.41	13,395.59
Community Management	183,750.00	22,444.53	161,305.47
Holiday lighting	9,500.00	-	9,500.00
Pond Dredging	168,000.00	-	168,000.00
Lifestyle Activities	5,000.00	-	5,000.00
Transfers to Cimarron MD	478,000.00	144,428.64	333,571.36
Reserve study	10,000.00	-	10,000.00
Geotechnical	100,000.00	33,978.96	66,021.04
Contingency	50,000.00	-	50,000.00
Total Expenditures	<u>2,497,723.00</u>	<u>421,338.20</u>	<u>2,076,384.80</u>
Other Financing Sources (Uses)			
Transfers to other fund	(576,000.00)	(38,100.72)	(537,899.28)
Total Other Financing Sources (Uses)	<u>(576,000.00)</u>	<u>(38,100.72)</u>	<u>(537,899.28)</u>
Net Change in Fund Balances	(193,690.00)	727,566.80	(921,256.80)

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 Metro District
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending February 29, 2024

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Fund Balance - Beginning	284,568.00	118,539.90	(165,998.10)
Fund Balance - Ending	<u>\$ 90,878.00</u>	<u>\$ 846,106.70</u>	<u>\$ 75,228.70</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 Metro District
Alley Lots Fund Statement of Revenues, Expenditures and Changes in Fund
Balances - Budget and Actual
For the Period Ending February 29, 2024

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 3,500.00	\$ 1,188.03	\$ 2,311.97
Lot Fees	150,600.00	36,277.56	114,322.44
Total Revenue	<u>154,100.00</u>	<u>37,465.59</u>	<u>116,634.41</u>
Expenditures			
Accounting	3,500.00	-	3,500.00
Billing	10,000.00	1,466.31	8,533.69
Banking fees	9,000.00	1,541.91	7,458.09
Repairs and maintenance	15,000.00	-	15,000.00
Landscape Base Contract	40,000.00	5,356.06	34,643.94
Snow removal	35,000.00	21,055.00	13,945.00
Water	13,000.00	186.67	12,813.33
Electricity	400.00	-	400.00
Irrigation repairs	6,000.00	-	6,000.00
Landscape enhancements	8,000.00	1,314.02	6,685.98
Community Management	7,500.00	325.51	7,174.49
Capital outlay	79,200.00	-	79,200.00
Contingency	8,400.00	-	8,400.00
Total Expenditures	<u>235,000.00</u>	<u>31,245.48</u>	<u>203,754.52</u>
Net Change in Fund Balances	(80,900.00)	6,220.11	(87,120.11)
Fund Balance - Beginning	132,052.00	157,498.67	25,446.67
Fund Balance - Ending	<u>\$ 51,152.00</u>	<u>\$ 163,718.78</u>	<u>\$ 112,566.78</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 Metro District
Rec Center Fund Statement of Revenues, Expenditures and Changes in Fund
Balances - Budget and Actual
For the Period Ending February 29, 2024

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Other revenue	\$ 2,000.00	\$ -	\$ 2,000.00
Townview Facility Revenue	5,000.00	1,377.50	3,622.50
Parkview Facility Revenue	15,000.00	715.00	14,285.00
Total Revenue	<u>22,000.00</u>	<u>2,092.50</u>	<u>19,907.50</u>
Expenditures			
Security/Access Control	50,000.00	-	50,000.00
Parkview Contract Services	30,000.00	4,110.40	25,889.60
Parkview Repairs and Maintenance	50,000.00	9,342.28	40,657.72
Parkview Pool Contract Maintenance	30,000.00	-	30,000.00
Parkview Pool Supplies	5,000.00	-	5,000.00
Parkview Pool Chemicals	12,000.00	-	12,000.00
Parkview Pool Furniture	10,000.00	-	10,000.00
Parkview Cable & Phone	5,000.00	835.53	4,164.47
Parkview Facility Staffing	117,600.00	8,223.75	109,376.25
Parkview Utilities	25,000.00	2,550.20	22,449.80
Parkview Parts and Supplies	10,000.00	2,076.04	7,923.96
Parkview Pool Repairs	15,000.00	-	15,000.00
Parkview General and Administrative	1,500.00	-	1,500.00
Townview General and Administrative	1,500.00	-	1,500.00
Townview Contract Services	20,000.00	2,598.99	17,401.01
Townview Parts and Supplies	5,000.00	547.34	4,452.66
Townview Utilities	22,155.00	2,105.43	20,049.57
Townview Repairs and Maintenance	50,000.00	4,661.99	45,338.01
Townview Pool Contract Maintenance	10,000.00	-	10,000.00
Townview Pool Supplies	2,500.00	-	2,500.00
Townview Pool Chemicals	5,000.00	-	5,000.00
Townview Cable & Phone	2,750.00	443.77	2,306.23
Townview Facility Staffing	29,400.00	2,697.50	26,702.50
Parkview pool attendant	36,595.00	-	36,595.00
Contingency	52,000.00	-	52,000.00
Total Expenditures	<u>598,000.00</u>	<u>40,193.22</u>	<u>557,806.78</u>
Other Financing Sources (Uses)			
Transfers from other funds	576,000.00	38,100.72	537,899.28
Total Other Financing Sources (Uses)	<u>576,000.00</u>	<u>38,100.72</u>	<u>537,899.28</u>
Fund Balance - Beginning	-	-	-
Fund Balance - Ending	<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 Metro District
CSID Fund Statement of Revenues, Expenditures and Changes in Fund
Balances - Budget and Actual
For the Period Ending February 29, 2024

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 185,000.00	\$ 42,633.09	\$ 142,366.91
Sustainability Fee	45,000.00	-	45,000.00
Total Revenue	<u>230,000.00</u>	<u>42,633.09</u>	<u>187,366.91</u>
Expenditures			
Accounting	16,500.00	-	16,500.00
Irrigation controller replacement	-	175,000.00	(175,000.00)
Trust Residential Improvement Distribution	60,000.00	6,187.50	53,812.50
Community Management	37,000.00	-	37,000.00
Total Expenditures	<u>113,500.00</u>	<u>181,187.50</u>	<u>(67,687.50)</u>
Net Change in Fund Balances	116,500.00	(138,554.41)	255,054.41
Fund Balance - Beginning	4,694,497.00	4,715,658.62	21,161.62
Fund Balance - Ending	<u>\$ 4,810,997.00</u>	<u>\$ 4,577,104.21</u>	<u>\$ (233,892.79)</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 Metro District
Debt Service Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending February 29, 2024

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 306,364.00	\$ 46,932.29	\$ 259,431.71
Specific ownership taxes	435,813.00	73,370.66	362,442.34
Interest income	125,000.00	29,906.69	95,093.31
Vauxmont - NWAURA Increment	7,800,506.00	2,693,943.00	5,106,563.00
Capitalization Fee	75,000.00	-	75,000.00
Park Development Fee	37,980.00	-	37,980.00
Vauxmont - JCURA Increment	1,799,108.00	-	1,799,108.00
Vauxmont - AURA Increment	5,830,743.00	2,612,845.25	3,217,897.75
Mountain Shadows - NWAURA Increment	396,204.00	130,018.00	266,186.00
Water service fees	106,230.00	-	106,230.00
Total Revenue	<u>16,912,948.00</u>	<u>5,587,015.89</u>	<u>11,325,932.11</u>
Expenditures			
County Treasurer's Fee	4,596.00	703.98	3,892.02
Trustee Fees	10,000.00	-	10,000.00
AURA fees	115,000.00	74,108.00	40,892.00
Bond interest - Series 2019 Subordinate Bonds	2,188,658.00	-	2,188,658.00
Bond interest - series 2020 Senior Bonds	3,036,750.00	-	3,036,750.00
Bond principal - Series 2019 Subordinate Bonds	8,600,000.00	-	8,600,000.00
Bond principal - Series 2020 Senior Bonds	2,400,000.00	-	2,400,000.00
Total Expenditures	<u>16,355,004.00</u>	<u>74,811.98</u>	<u>16,280,192.02</u>
Net Change in Fund Balances	557,944.00	5,512,203.91	(4,954,259.91)
Fund Balance - Beginning	2,981,087.00	2,814,129.90	(166,957.10)
Fund Balance - Ending	<u>\$ 3,539,031.00</u>	<u>\$ 8,326,333.81</u>	<u>\$ 4,787,302.81</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 Cash Position
 February 29, 2024
 Updated as of April 10, 2024

	General Fund	Alley Lots Fund	Recreation Ctr Fund	Candelas Special Improvement District	Debt Service Fund	Total
First Bank - Vauxmont MD Checking						
Account# *****2639						
Balance as of 02/29/24	\$ -	\$ 32,546.52	\$ 37,601.69	\$ 4,323.55	\$ 108,731.85	\$ 183,203.61
Subsequent activities:						
Deposits - Alley lot/Other fees (net of chargebacks) - March (to date)	-	2,423.98	-	-	-	2,423.98
Deposits - Service revenue from front desk - March (to date)	-	-	12,853.51	-	-	12,853.51
03/04/24 - Comcast AutoPay	-	-	(243.21)	-	-	(243.21)
03/08/24 - Bill.com Payment	(35,062.90)	-	(128.35)	-	(2,750.00)	(37,941.25)
03/08/24 - TDS Payment	-	-	(430.48)	-	-	(430.48)
03/10/24 - Ptax Deposit - February	34,241.55	-	-	-	79,768.06	114,009.61
03/13/24 - City of Arvada AutoPay	(25.42)	-	-	-	-	(25.42)
03/13/24 - Transfer to Cimarron MD	(35,000.00)	-	-	-	-	(35,000.00)
03/13/24 - Transfer from Cimarron MD	319.29	-	-	16,500.00	80,377.00	97,196.29
03/13/24 - Transfer from ColoTrust	12,586.06	-	-	-	-	12,586.06
03/14/24 - Transfer to US Bank - 2019 Revenue Fund	-	-	-	-	(266,126.91)	(266,126.91)
03/19/24 - Transfer from ColoTrust	-	-	-	170,000.00	-	170,000.00
03/20/24 - Smartwebs Payment	(540.00)	-	-	-	-	(540.00)
03/20/24 - LockBox Fee	-	(737.04)	-	-	-	(737.04)
03/22/24 - Deposit Correction	(70.00)	-	-	-	-	(70.00)
03/22/24 - Xcel Energy AutoPay	(1,560.19)	-	-	-	-	(1,560.19)
03/27/24 - AURA Deposit	1,121,606.75	-	-	-	2,612,845.25	3,734,452.00
03/27/24 - Bill.com Payment	(400.00)	-	(2,800.00)	-	-	(3,200.00)
03/27/24 - Transfer to US Bank - 2019 Revenue Fund	-	-	-	-	(2,612,845.25)	(2,612,845.25)
03/29/24 - Flexfone AutoPay	(113.06)	-	-	-	-	(113.06)
03/29/24 - Transfer to Colo Trust	(800,000.00)	-	-	-	-	(800,000.00)
03/29/24 - Transfer to Cimarron MD	(61,982.10)	-	-	-	-	(61,982.10)
Deposits - Alley lot/Other fees (net of chargebacks) - April (to date)	-	20,312.76	-	-	-	20,312.76
Deposits - Service revenue from front desk - April (to date)	-	-	7,677.13	-	-	7,677.13
04/01/24 - Bill.com Payment	(193,669.45)	(11,182.32)	(15,818.90)	(175,000.00)	-	(395,670.67)
04/01/24 - Xcel Energy AutoPay	(2,550.20)	-	-	-	-	(2,550.20)
04/04/24 - Comcast AutoPay	-	-	(225.51)	-	-	(225.51)
04/08/24 - TDS Payment	-	-	(430.48)	-	-	(430.48)
04/10/24 - Ptax Deposit - February	15,701.74	-	-	-	36,578.32	52,280.06
Subtotal	53,482.07	43,363.90	38,055.40	15,823.55	36,578.32	187,303.24
Anticipated Interfund Transfer	(28,455.30)	-	28,455.30	-	-	-
Anticipated Transfer from ColoTrust	100,000.00	-	-	-	-	100,000.00
Anticipated Transfer to US BANK	-	-	-	-	(36,578.32)	(36,578.32)
Anticipated Transfer to Cimarron - GF	(6,229.46)	-	-	-	-	(6,229.46)
Anticipated Bill.com Payables	(96,263.64)	(16,590.35)	(66,510.70)	-	-	(179,364.69)
Anticipated Balance	22,533.67	26,773.55	-	15,823.55	-	65,130.77

(Continued)

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VAUXMONT METROPOLITAN DISTRICT
 Schedule of Cash Position
 February 29, 2024
 Updated as of April 10, 2024

	General Fund	Alley Lots Fund	Recreation Ctr Fund	Candelas Special Improvement District	Debt Service Fund	Total
		(Continued)				
ColoTrust						
Account# *****						
Balance as of 02/29/24	12,022.33	130,059.07	563.73	4,747,780.66	-	4,890,425.79
Subsequent activities:						
03/01/24 - Interfund Transfer	563.73	-	(563.73)	-	-	-
03/13/24 - Transfer to 1st Bank	(12,586.06)	-	-	-	-	(12,586.06)
03/19/24 - Transfer to 1st Bank	-	-	-	(170,000.00)	-	(170,000.00)
03/31/24 - Interest Income	-	668.02	-	21,599.27	-	22,267.29
04/01/24 - Transfer from 1st Bank	800,000.00	-	-	-	-	800,000.00
<i>Anticipated Transfer to 1st Bank</i>	<i>(100,000.00)</i>	-	-	-	-	<i>(100,000.00)</i>
<i>Anticipated Balance</i>	<u>700,000.00</u>	<u>130,727.09</u>	<u>-</u>	<u>4,599,379.93</u>	<u>-</u>	<u>5,430,107.02</u>
US Bank - Sub 2019 Revenue Fund						
Account# *****7000						
Balance as of 02/29/24	-	-	-	-	23,082.07	23,082.07
Subsequent activities:						
03/01/24 - Interest Income	-	-	-	-	100.18	100.18
03/14/24 - Transfer from 1st Bank	-	-	-	-	266,126.91	266,126.91
04/01/24 - Transfer from 1st Bank	-	-	-	-	2,612,845.25	2,612,845.25
<i>Anticipated Transfer from 1st Bank</i>	-	-	-	-	<i>36,578.32</i>	<i>36,578.32</i>
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,938,732.73</u>	<u>2,938,732.73</u>
US Bank - Subordinate 2019 Bond Fund						
Account# *****7001						
Balance as of 02/29/24	-	-	-	-	6,729.24	6,729.24
Subsequent activities:						
03/01/24 - Interest Income	-	-	-	-	26.29	26.29
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,755.53</u>	<u>6,755.53</u>
US Bank - 2019 Surplus Fund						
Account# *****7004						
Balance as of 02/29/24	-	-	-	-	2,550,933.58	2,550,933.58
Subsequent activities:						
03/01/24 - Interest Income	-	-	-	-	9,966.57	9,966.57
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,560,900.15</u>	<u>2,560,900.15</u>

(Continued)

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VAUXMONT METROPOLITAN DISTRICT
 Schedule of Cash Position
 February 29, 2024
 Updated as of April 10, 2024

	General Fund	Alley Lots Fund <i>(Continued)</i>	Recreation Ctr Fund	Candelas Special Improvement District	Debt Service Fund	Total
US Bank - 2019 Special Redemption Fund						
Account# *****7003						
Balance as of 02/29/24	-	-	-	-	307.21	307.21
Subsequent activities:						
03/01/24 - Interest Income	-	-	-	-	1.20	1.20
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>308.41</u>	<u>308.41</u>
US Bank - 2020 Senior Revenue Fund						
Account# *****3000						
Balance as of 02/29/24	-	-	-	-	158,921.97	158,921.97
Subsequent activities:						
03/01/24 - Interest Income	-	-	-	-	620.91	620.91
03/27/24 - AURA Fees	-	-	-	-	2,749,853.00	2,749,853.00
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,909,395.88</u>	<u>2,909,395.88</u>
US Bank - Series 2020 Senior Bond Fund						
Account# *****3001						
Balance as of 02/29/24	-	-	-	-	37,911.58	37,911.58
December Bond Payment						
Subsequent activities:						
03/01/24 - Interest Income	-	-	-	-	148.12	148.12
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>38,059.70</u>	<u>38,059.70</u>
Anticipated balance	<u>\$ 722,533.67</u>	<u>\$ 157,500.64</u>	<u>\$ -</u>	<u>\$ 4,615,203.48</u>	<u>\$ 8,454,152.40</u>	<u>\$ 13,949,390.19</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
Property Taxes Reconciliation
 Base AV Only
 2024

	Current Year							Prior Year				
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County Treasurer	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
		Prop Tax						Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 121.68	\$ -	\$ 56,809.04	\$ -	\$ (1.83)	\$ -	\$ 56,928.89	0.03%	0.03%	\$ 38,192.95	0.41%	0.41%
February	66,956.96	-	48,057.00	-	(1,004.35)	-	114,009.61	15.29%	15.32%	160,514.98	28.55%	28.95%
March	7,213.85	-	45,172.71	1.73	(108.23)	-	52,280.06	1.65%	16.97%	44,801.10	2.33%	31.28%
April	-	-	-	-	-	-	-	0.00%	16.97%	47,640.26	4.03%	35.31%
May	-	-	-	-	-	-	-	0.00%	16.97%	89,254.30	12.68%	47.99%
June	-	-	-	-	-	-	-	0.00%	16.97%	143,172.70	25.75%	73.74%
July	-	-	-	-	-	-	-	0.00%	16.97%	35,086.40	0.61%	74.35%
August	-	-	-	-	-	-	-	0.00%	16.97%	45,646.75	0.76%	75.11%
September	-	-	-	-	-	-	-	0.00%	16.97%	33,941.53	0.06%	75.17%
October	-	-	-	-	-	-	-	0.00%	16.97%	35,279.05	0.00%	75.17%
November	-	-	-	-	-	-	-	0.00%	16.97%	33,041.29	0.12%	75.29%
December	-	-	-	-	-	-	-	0.00%	16.97%	25,340.50	0.00%	75.29%
Total	\$ 74,292.49	\$ -	\$ 150,038.75	\$ 1.73	\$ (1,114.41)	\$ -	\$ 223,218.56	16.97%	16.97%	\$ 731,911.81	75.29%	75.29%

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	27.000	\$ 4,870,802	\$ 131,511.00	30.03%	\$ 22,312.94	16.97%
Debt Service Fund	62.898	\$ 4,870,802	306,364.00	69.97%	51,979.55	16.97%
	89.898		\$ 437,875.00	100.00%	\$ 74,292.49	16.97%

Specific Ownership Tax

General Fund		\$ 187,080.00	30.03%	\$ 45,062.51	24.09%
Debt Service Fund		435,813.00	69.97%	104,976.24	24.09%
		\$ 622,893.00	100.00%	\$ 150,038.75	24.09%

Treasurer's Fees

General Fund		\$ 1,973.00	30.03%	\$ 334.70	16.96%
Debt Service Fund		4,596.00	69.97%	779.71	16.96%
		\$ 6,569.00	100.00%	\$ 1,114.41	16.96%

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
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Vauxmont Metropolitan District (District) was organized on June 29, 2004. The District exists as a quasi-municipal corporation and political subdivision of the State of Colorado under Title 32, Article 1 of the Colorado Revised Statutes, as amended (C.R.S.). The District's service area is primarily located in the City of Arvada, Colorado, with some portions outside the City in unincorporated Jefferson County. The District was organized in 2004 in conjunction with Jefferson Center Metropolitan District No. 1 (JCMD No. 1)(previously organized in 1989), Jefferson Center Metropolitan District No. 2 (JCMD No. 2), Cimarron Metropolitan District (Cimarron), Mountain Shadows Metropolitan District, and Canyon Pines Metropolitan District (collectively, the Districts) and serves a service area which is located in the City of Arvada. The Districts were established to finance and construct water, sanitary and storm sewer, streets, limited fire protection services, park and recreation, safety protection, mosquito control, television relay and transmission and transportation facilities and services. Jefferson Center Metropolitan District No. 2 (the Service District) is responsible for managing construction, operation, and maintenance of certain regional improvements to benefit the service area as well as providing certain administrative services for the Districts. The District is responsible for providing certain funding needed to support the Service District's provision of services as well as providing for its own operations and maintenance and debt service.

In 2010, the District formed Candelas Special Improvement District No. 1 (Candelas) to encourage, accommodate and provide financing for renewable energy improvements on properties within the District and pursuant to the Districts service plan. Candelas is being presented as a blended component unit because it was established for the benefit of the District's constituents. The 2024 budget presents the activity of the District and its blended component unit, Candelas Special Improvement District No. 1, which, together, are legally separate and financially independent of other state and local governments.

The District has no employees and all operations and administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results because events and circumstances frequently do not occur as expected, and those differences may be material.

Primary Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August, and generally, sale of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

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
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Primary Revenues (Continued)

Property Taxes (Continued)

The District is required to impose a maximum Required Mill Levy of 62.898 mills for collection in 2024. Required Mill Levy means an ad valorem mill levy imposed upon all taxable property of the District each year in an amount to pay the principal, premium if any, and interest on the Bonds as the same become due and payable.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

For property tax collection year 2024, SB22-238 and SB23B-001 set the assessment rates and actual value reductions as follows:

Category	Rate		Category	Rate	Actual Value Reduction	Amount
Single-Family Residential	6.70%		Agricultural Land	26.40%	Single-Family Residential	\$55,000
Multi-Family Residential	6.70%		Renewable Energy Land	26.40%	Multi-Family Residential	\$55,000
Commercial	27.90%		Vacant Land	27.90%	Commercial	\$30,000
Industrial	27.90%		Personal Property	27.90%	Industrial	\$30,000
Lodging	27.90%		State Assessed	27.90%	Lodging	\$30,000
			Oil & Gas Production	87.50%		

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 7% of the property taxes collected by both the General Fund and the Debt Service Fund

District Fees

The District imposes certain fees, such as plan review fees, design review fees, alley lot fees, and recreation facility fees, for the purpose of paying a portion of the costs incurred in providing such services.

Capital Fees

The District imposes a Capital Fee of \$11,151 on each single-family residential unit, \$7,307 on each condo/townhome residential unit, and \$9,381 on each duplex. The fees are payable by homebuilders at the time of issuance of building permits. The revenue from the fees is pledged for payment of bonds of the District.

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
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Primary Revenues (Continued)

Sustainability Fees

The District imposes a Sustainability Fee of \$3,000 on each single-family residential until, \$1,500 on each townhome residential unit, \$1,000 on each condo, and \$2,250 on each duplex. The Sustainability Fee is due and payable when a Homebuilder obtains a building permit. The Sustainability Fee is to be used for the purpose of funding qualified residential improvement systems, qualified community-wide sustainability programs, scholarships, general education, administrative expenses, and other uses within the community.

Intergovernmental Revenues (Pledge Revenues)

The District receives certain tax revenues resulting from certain intergovernmental agreements entered into with other governmental entities, which tax revenues are pledged to the repayment of the bonds issued by the District in 2019 (subordinate bonds) and 2020 (senior bonds).

Interest Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 4.00%.

Primary Expenditures

Operating Expenditures

Estimated expenditures related to street repairs and maintenance, street lights, street sweeping, landscaping, mowing, parks and open space maintenance, utilities and snow removal were included the General Fund budget.

Candelas Special Improvements District Expenditures

Estimated expenditures related to community programs and residential improvement distributions are included the Special Revenue - Candelas Special Improvements District Fund budget.

Debt and Leases

Principal and interest payments are provided based on the debt amortization schedule from the Series 2020 Bonds and Series 2019 Bonds.

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
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases (Continued)

\$66,265,000 Subordinate Limited Tax (Convertible to Unlimited Tax) General Obligation and Special Revenue Refunding Bonds, Series 2019

On December 20, 2019, the District issued its Subordinate Limited Tax (Convertible to Unlimited Tax) General Obligation and Special Revenue Refunding Bonds, Series 2019 ("Series 2019 Bonds") in the principal amount of \$66,265,000 for the purpose of: (a) refunding the Series 2015E Note; (b) funding the purchase of the insurance policy issued for the funding of 100% of the Subordinate Reserve Requirement for the Series 2019 Bonds; and (c) paying the costs of issuing the Series 2019 Bonds and a portion of the costs of issuing the 2020 Senior Bonds. The Series 2019 Bonds bear interest at 5.0% per annum for bonds maturing through December 15, 2032 and 3.25% per annum for bonds maturing on December 15, 2033 through December 15, 2050, payable to the extent of the Subordinate Pledged Revenue (discussed below) available annually on December 15 commencing on December 15, 2020, and fully mature on December 15, 2050.

The Series 2019 Bonds are subordinate limited tax (convertible to unlimited tax) general and revenue obligations of the District payable from the "Subordinate Pledged Revenue." The Subordinate Pledge Revenue is generally defined in the documents governing the issuance of the Series 2019 Bonds as: (a) the Subordinate Pledged MRA Revenue (consisting generally of certain revenues received by District No. 2 from AURA and assigned to the District pursuant to the MRA and the Pledge and Assignment Agreement, which amounts remain after amounts used to pay any Senior Obligations (discussed below); (b) all Subordinate Property Tax Revenues (consisting generally of moneys derived by the District from the Subordinate Required Mill Levy, which consists initially of a mill levy not to exceed 50 mills (subject to certain adjustments), Specific Ownership Tax Revenues (consisting of specific ownership taxes received by the District as a result of the Subordinate Required Mill Levy); and (d) all Subordinate Capital Fee Revenue (consisting of one-time fees payable to the District upon the issuance of a building permit within the District which remain after such amounts are used to pay any Senior Obligations). The Series 2019 Bonds are also secured by the Subordinate Reserve Fund established pursuant to the documents governing the issuance of the Series 2019 Bonds and the Surplus Fund, which will not be funded with proceeds of the Series 2019 Bonds, but is required to be funded with excess Subordinate Pledged Revenue, if any.

The Series 2019 Bonds are subordinate in their lien status to the Senior Obligations. "Senior Obligations" is generally defined in the documents governing the issuance of the Series 2019 Bonds as the 2015 Bonds, the Cimarron Series 2018 Note (for which the District is obligated to make payment for pursuant to the VXMD Pledge Agreement), any obligations issued on parity with the 2015 Bonds, the Series 2020 Bonds, any obligations constituting "Parity Bonds" under the 2020 Senior Indenture and any other obligations the District designates as a Senior Obligations, including any obligation of the District issued as an unlimited mill levy debt.

The documents governing the Series 2019 Bonds indicate that the Series 2019 Bonds are subject to option and mandatory sinking fund redemption. The Series 2019 Bonds maturing on or after December 15, 2025 are subject to redemption prior to maturing, at the option of the District, on December 15, 2024, and any date thereafter, upon payment of par, accrued interest, and a redemption premium.

The Series 2019 Bonds maturing on December 15, 2050 are also subject to mandatory sinking fund redemption on December 15, 2033, and on each December 15 thereafter prior to the maturity date of such Series 2019 Bonds.

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
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases (Continued)

\$66,355,000 Senior Limited Tax (Convertible to Unlimited Tax) General Obligation and Special Revenue Refunding Bonds, Series 2020

On September 2, 2020, the District issued its Senior Limited Tax (Convertible to Unlimited Tax) General Obligation and Special Revenue Refunding Bonds, Series 2020 ("Series 2020 Bonds") in the principal amount of \$66,355,000 for the purpose of: (a) refunding the Series 2015A Bonds, the Series 2015C Bonds, and the Series 2015D Bonds, as well as the loan incurred by Cimarron Metropolitan District on January 16, 2018, in the original principal amount of \$21,367,000; (b) funding the purchase of the insurance policy issued for the funding of 100% of the Senior Reserve Requirement for the Series 2020 Bonds; and (c) paying certain other costs in connection with issuing the Series 2020 Bonds. The Series 2020 Bonds bear interest at 5% per annum.

Series 2020 Bonds maturing on or after December 1, 2030, are subject to optional redemption prior to maturity upon payment of par and accrued interest, without redemption premium, subject to the terms of that certain Indenture governing the issuance of the Series 2020 Bonds. Further, Series 2020 Bonds maturing on December 1, 2050 are subject to mandatory sinking fund redemption on December 1, 2036, and on each subsequent December 1 prior to December 1, 2050, upon payment of par and accrued interest, without redemption premium, subject to the terms of that certain Indenture governing the issuance of the Series 2020 Bonds.

The Series 2020 Bonds are senior limited tax (convertible to unlimited tax) general and revenue obligations of the District payable from the "Senior Pledged Revenue." The Senior Pledge Revenue is generally defined in the documents governing the issuance of the Series 2020 Bonds as: (a) the Pledged MRA Revenue (consisting generally of certain revenues received by District No. 2 from AURA and assigned to the District pursuant to the MRA and the Pledge and Assignment Agreement, (less certain amounts); (b) all Senior Property Tax Revenues (consisting generally of moneys derived by the District from the Senior Required Mill Levy, which consists initially of a mill levy not to exceed 50 mills (subject to certain adjustments), subject to potential conversion to any unlimited mill levy); (c) all Senior Specific Ownership Tax Revenues (consisting of specific ownership taxes received by the District as a result of the Senior Required Mill Levy); (d) all Capital Fees (as defined in the Indenture governing the Series 2020 Bonds); and (e) any other legally available moneys which the District determines, in its absolute discretion, to credit to the Senior Bond Fund. The Series 2019 Bonds are also secured by the Senior Reserve Fund established pursuant to the documents governing the issuance of the Series 2020 Bonds.

Reserves

Emergency Reserve

The District has provided for an Emergency Reserve equal to at least 3% of the fiscal year spending as defined under TABOR.

Debt Service Reserves

The District maintains a Debt Service Reserve as required with the issuance of the Series 2019 Bonds.

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 DEBT SERVICE REQUIREMENTS

\$66,265,000 Subordinate Limited Tax (Convertible to
 Unlimited Tax) General Obligation and Special
 Revenue Refunding Bonds, Series 2019
 Dated December 20, 2019
 Interest rate 3.25% - 5.00%
 Principal Due December 15
 Interest Payable December 1

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 2,375,000	\$ 2,188,658	\$ 4,563,658
2025	2,475,000	2,069,908	4,544,908
2026	2,670,000	1,946,158	4,616,158
2027	2,790,000	1,812,658	4,602,658
2028	2,900,000	1,673,158	4,573,158
2029	2,745,000	1,528,158	4,273,158
2030	2,970,000	1,390,908	4,360,908
2031	3,120,000	1,242,408	4,362,408
2032	3,365,000	1,086,408	4,451,408
2033	3,535,000	918,158	4,453,158
2034	3,740,000	803,270	4,543,270
2035	1,200,000	681,720	1,881,720
2036	1,280,000	642,720	1,922,720
2037	1,320,000	601,120	1,921,120
2038	1,405,000	558,220	1,963,220
2039	1,450,000	512,558	1,962,558
2040	1,545,000	465,433	2,010,433
2041	1,595,000	415,220	2,010,220
2042	1,690,000	363,383	2,053,383
2043	1,745,000	308,458	2,053,458
2044	1,845,000	251,745	2,096,745
2045	1,905,000	191,783	2,096,783
2046	2,015,000	129,870	2,144,870
2047	1,981,000	64,383	2,045,383
Total	<u>\$ 53,661,000</u>	<u>\$ 21,846,455</u>	<u>\$ 75,507,455</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 DEBT SERVICE REQUIREMENTS

\$66,355,000 Senior Limited Tax (Convertible to
 Unlimited Tax) General Obligation and Special
 Revenue Refunding Bonds, Series 2020
 Dated September 2, 2020
 Interest rate 5.00%
 Principal Due December 1
 Interest Payable June 1 and December 1

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 2,400,000	\$ 3,036,750	\$ 5,436,750
2025	2,500,000	2,916,750	5,416,750
2026	2,705,000	2,791,750	5,496,750
2027	2,820,000	2,656,500	5,476,500
2028	2,930,000	2,515,500	5,445,500
2029	2,735,000	2,369,000	5,104,000
2030	2,975,000	2,232,250	5,207,250
2031	3,125,000	2,083,500	5,208,500
2032	3,385,000	1,927,250	5,312,250
2033	3,555,000	1,758,000	5,313,000
2034	3,835,000	1,580,250	5,415,250
2035	1,000,000	1,388,500	2,388,500
2036	1,100,000	1,338,500	2,438,500
2037	1,155,000	1,283,500	2,438,500
2038	1,260,000	1,225,750	2,485,750
2039	1,325,000	1,162,750	2,487,750
2040	1,440,000	1,096,500	2,536,500
2041	1,510,000	1,024,500	2,534,500
2042	1,635,000	949,000	2,584,000
2043	1,720,000	867,250	2,587,250
2044	1,855,000	781,250	2,636,250
2045	1,950,000	688,500	2,638,500
2046	2,100,000	591,000	2,691,000
2047	2,205,000	486,000	2,691,000
2048	2,365,000	375,750	2,740,750
2049	2,485,000	257,500	2,742,500
2050	2,665,000	133,250	2,798,250
Total	<u>\$ 60,735,000</u>	<u>\$ 39,517,000</u>	<u>\$ 100,252,000</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
Interim Check List
 March 14, 2024 - April 8, 2024

Check Date	Bill.com Reference	Vendor	Amount
3/27/2024	P24032602 - 3330171	Equalized Productions, LLC	\$ 400.00
3/27/2024	P24032602 - 3330759	Fast Signs	2,800.00
4/1/2024	P24032902 - 4073797	Winzenburg Leff Purvis Payne Llp	2,346.00
4/1/2024	P24032902 - 4073797	Winzenburg Leff Purvis Payne Llp	560.00
4/1/2024	P24032902 - 4073802	JLSS, LLC	1,900.00
4/1/2024	P24032902 - 4073802	JLSS, LLC	1,080.00
4/1/2024	P24032902 - 4073807	Environmental Designs, Inc.	187,800.47
4/1/2024	P24032902 - 4073807	Environmental Designs, Inc.	44,734.27
4/1/2024	P24032902 - 4073807	Environmental Designs, Inc.	33,423.80
4/1/2024	P24032902 - 4073807	Environmental Designs, Inc.	33,423.80
4/1/2024	P24032902 - 4073807	Environmental Designs, Inc.	11,443.04
4/1/2024	P24032902 - 4073807	Environmental Designs, Inc.	7,833.58
4/1/2024	P24032902 - 4073807	Environmental Designs, Inc.	6,355.00
4/1/2024	P24032902 - 4073807	Environmental Designs, Inc.	4,720.00
4/1/2024	P24032902 - 4073807	Environmental Designs, Inc.	3,335.04
4/1/2024	P24032902 - 4073807	Environmental Designs, Inc.	2,325.00
4/1/2024	P24032902 - 4073807	Environmental Designs, Inc.	2,100.80
4/1/2024	P24032902 - 4073807	Environmental Designs, Inc.	375.00
4/1/2024	P24032902 - 4073807	Environmental Designs, Inc.	300.00
4/1/2024	P24032902 - 4073825	A1 ENVIRONMENTAL PEST	100.00
4/1/2024	P24032902 - 4073825	A1 ENVIRONMENTAL PEST	75.00
4/1/2024	P24032902 - 4073830	Vectra Mechanical - Flow-Rite	2,891.00
4/1/2024	P24032902 - 4073832	Timberline District Consulting Llc	27,281.89
4/1/2024	P24032902 - 4073834	Special District Association	1,237.50
4/1/2024	P24032902 - 4073836	Republic Services #535	110.40
4/1/2024	P24032902 - 4073838	Neighborly Fence Staining LLC	18,750.00
4/1/2024	P24032902 - 4073840	Frontier Business Products	69.52
4/1/2024	P24032902 - 4073842	CliftonLarsonAllen	1,099.56
Check List Total			\$ 398,870.67

Check List Count = 28

Summary by Fund

General Fund Total	\$	194,069.45
Alley Lots Fund		11,182.32
Rec Center Fund		18,618.90
Debt Service Fund		175,000.00
Total \$		398,870.67

**VAUXMONT METROPOLITAN DISTRICT
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2024**

**VAUXMONT METROPOLITAN DISTRICT
GENERAL FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

1/31/24

	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ (102,699)	\$ (270,234)	\$ 284,568
REVENUES			
Property taxes	98,127	115,219	131,511
Specific ownership tax	112,417	160,000	187,080
Vauxmont - AURA Increment	1,485,616	2,235,583	2,502,942
Interest income	49	2,000	11,500
Other revenue	83,213	35,000	30,000
Trash fees	296,155	-	-
Plan review fee	7,650	7,000	7,000
Design review fees	7,945	5,000	5,000
Social activities revenue	10,855	5,000	5,000
Total revenues	<u>2,102,027</u>	<u>2,564,802</u>	<u>2,880,033</u>
Total funds available	<u>1,999,328</u>	<u>2,294,568</u>	<u>3,164,601</u>
EXPENDITURES			
General and administrative			
Billing Services	52,209	15,000	2,000
Trail maintenance	-	-	200,000
Covenant control	-	90,000	105,000
Reserve study	-	-	10,000
Geotechnical	-	-	100,000
Auditing	8,000	13,200	14,000
County Treasurer's fee	1,473	1,729	1,973
Dues and licenses	1,402	2,044	3,000
Legal services	23,474	10,000	10,000
Office equipment and supplies	13,027	18,000	18,000
Miscellaneous	4,164	2,000	2,000
Banking fees	9,448	5,000	-
Transfers to Cimarron MD	881,612	486,000	478,000
Pond Maintenance	20,732	-	25,000
Pond Dredging	-	-	168,000
Repairs and maintenance	29,310	18,000	50,000
Landscape Base Contract	286,228	390,000	400,000
Community Management	262,220	175,000	183,750
Holiday Lighting	-	8,500	9,500
Landscape Enhancements	17,135	100,000	70,000
Social Activities	20,054	12,000	20,000
Lifestyle Activities	-	-	5,000
Irrigation repairs	66,800	70,000	65,000
Irrigation Controller Replacement	-	34,298	125,000
Snow removal	31,388	55,000	55,000
Water	155,989	90,000	175,000
Electric	7,047	7,000	10,000
Dead Tree Removal	-	-	12,500
Fence Staining and Repairs	-	-	130,000
Trash collection expense	233,226	-	-
Contingency	-	5,073	50,000
Total expenditures	<u>2,124,938</u>	<u>1,607,844</u>	<u>2,497,723</u>
TRANSFERS OUT			
Transfers to other funds	144,624	402,156	576,000
	<u>144,624</u>	<u>402,156</u>	<u>576,000</u>
Total expenditures and transfers out requiring appropriation	<u>2,269,562</u>	<u>2,010,000</u>	<u>3,073,723</u>
ENDING FUND BALANCES	<u>\$ (270,234)</u>	<u>\$ 284,568</u>	<u>\$ 90,878</u>
EMERGENCY RESERVE	\$ 62,900	\$ 76,800	\$ 86,500
AVAILABLE FOR OPERATIONS	(333,134)	207,768	4,378
TOTAL RESERVE	<u>\$ (270,234)</u>	<u>\$ 284,568</u>	<u>\$ 90,878</u>

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

**VAUXMONT METROPOLITAN DISTRICT
SPECIAL REVENUE FUND - RECREATION CENTERS
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

1/31/24

	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -
REVENUES			
Parkview facility revenue	11,807	16,000	15,000
Townview facility revenue	5,209	2,500	5,000
Other revenue	2,098	-	2,000
Transfer from Cimarron	9,954	-	-
Total revenues	<u>29,068</u>	<u>18,500</u>	<u>22,000</u>
TRANSFERS IN			
Transfers from other funds	<u>144,624</u>	<u>402,156</u>	<u>576,000</u>
Total funds available	<u>173,692</u>	<u>420,656</u>	<u>598,000</u>
EXPENDITURES			
Parkview pool furniture	2,676	7,856	10,000
Parkview pool contract maintenance	24,395	35,000	30,000
Parkview pool supplies	1,618	5,000	5,000
Parkview pool chemicals	5,449	15,000	12,000
Parkview general and administrative	4,567	500	1,500
Parkview contract services	20,938	25,000	30,000
Parkview pool repairs	7,213	20,000	15,000
Parkview utilities	2,916	22,000	25,000
Parkview facility staffing	-	112,000	117,600
Parkview pool attendant	-	-	36,595
Parkview parts and supplies	2,362	15,000	10,000
Townview pool furniture	2,676	-	-
Townview pool contract maintenance	25,281	15,000	10,000
Townview pool supplies	143	-	2,500
Townview pool chemicals	5,853	200	5,000
Parkview cable/phone	1,390	5,000	5,000
Townview cable/phone	1,806	4,000	2,750
Townview facility staffing	-	28,000	29,400
Townview general and administrative	3,498	100	1,500
Townview contract service	12,651	15,000	20,000
Townview pool repairs	9,251	6,000	-
Townview parts and supplies	2,026	2,000	5,000
Townview utilities	5,784	13,000	22,155
Parkview repairs and maintenance	12,073	35,000	50,000
Townview repairs and maintenance	19,126	40,000	50,000
Security/Access Control	-	-	50,000
Contingency	-	-	52,000
Total expenditures	<u>173,692</u>	<u>420,656</u>	<u>598,000</u>
Total expenditures and transfers out requiring appropriation	<u>173,692</u>	<u>420,656</u>	<u>598,000</u>
ENDING FUND BALANCES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

MEMORANDUM

TO: Board of Directors/Vauxmont Metropolitan District

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

DATE: April 11, 2024

RE: Legal Status Report – April 16, 2024 Regular Board Meeting

REGULAR SESSION

2024 Legislative Matters -

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

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

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

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

{00729504}

Board of Directors / Vauxmont Metropolitan District
 Legal Status Report
 April 11, 2024
 Page 3 of 9

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.

Update April 11, 2024: There is no change to this matter.

Action Requested: None at this time.

Candelas Design Review Committee (CDRC) / Design Review Guidelines / Charter. 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, and works with attorney Lindsay Smith, for covenant enforcement legal services.

Variance Requests. Ms. Smith works with the CDRC and community management consultant (Timberline) on variance requests. We are not aware of any new variance requests at this time.

Design Review Guidelines. Ms. Smith is working with the CDRC and community management consultant (Timberline) on proposed revisions to the existing design review guidelines. At the April 4, 2024 special meeting, the Board discussed proposed guideline changes and application

procedures; certain changes were made and others tabled for discussion at the April and/or May regular Board meetings. In connection with proposed revisions to paint colors, the Board determined to engage the services of a paint consultant, and is expected to consider a proposal for such services at the April 16 meeting. The Board also discussed ways in which to clarify the District's design review and variance request procedures, and agreed to implement new forms proposed by Ms. Smith for such purposes.

CDRC Charter. At the April 4, 2024 meeting, Ms. Smith presented a draft resolution serving as the charter establishing the CDRC to assist in fulfilling the purposes of the District's covenants, and which comports with the District's committee criteria.

Action Requested: Consider approval of CDRC charter resolution, painting consultant agreement for selection of paint color palettes for the community, and CDRC variance request form.

Covenant Enforcement Violation / Request for Garnishment Release (9395 Joyce Way): The District has obtained a garnishment against the owner of 9395 Joyce Way for fines, sanctions and collections costs in connection with failure to clean up garbage on the property and payment of trash fees, commencing in 2020. The parties entered into a payment agreement in July 2022, which was later defaulted on, and a judgment was obtained in October 2023 resulting in a garnishment order for the total amount of \$5,535.60, including post-judgment interest. To date, the District has recovered a total of \$2,285 from the property owners. The property owners are seeking a release of garnishment and a new payment plan.

Action Requested: Consider request after consultation with the attorney and consider negotiating positions in executive session, as noted below.

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.

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.

Copies of the revised committee resolutions were circulated to the committees and their members for review and feedback. Some common initial feedback has reflected dissatisfaction with the open meeting criteria due to attendee disruptions, potential participation by Board members on committees, the inability for three or more committee members to communicate outside of committee meetings, and the efficacy of quarterly surveys. The feedback was presented for discussion at the March 19, 2024 regular Board meeting. Some of the concerns cannot be addressed due to legal constraints, but we have modified the draft resolutions in response to some of the feedback.

A separate resolution following a similar format has been prepared for the existing “Social Committee” for which there currently is no resolution in place. A proposed resolution for the formation of the Social Committee, adopting its purposes, rules regarding meetings and members, delegation and limitations of authority, has been prepared for the Board’s review. The social committee is generally charged with the planning and hosting of District-sponsored community events, based on input and feedback from the Candelas community, and subject to budget and Board approvals. Following discussion and incorporation of any comments, the draft Social Committee resolution will be circulated for input from the current Social Committee members.

Action Requested. Consider draft committee resolutions (Landscaping, Alley Lot, Finance, and Committee Meeting and Member Rules of Conduct), including the delegation of duties for each committee, for approval.

Action Requested. Consider draft Social Committee resolution and provide input or comments. The revised draft will then be presented to the social committee members for any additional input they may have, before it is returned to the Board for final adoption.

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

Following the February Board meeting, legal counsel has reached out to tax counsel for guidance and potential modifications to the Trust document to address outstanding matters. This discussion took place on March 20, 2024, along with some follow up discussions. Tax counsel recommended engagement of a trust attorney to further evaluate the trust documents and possible modifications, and work with tax counsel to determine possible tax implications. We initially reached out to the District’s former general counsel for additional information, and have since followed up with the District’s prior bond counsel for potential consultation on this matter, and have been referred elsewhere. We expect to obtain additional information from persons involved in the original formation, and then plan to contact one or more trust/real estate/tax attorneys for assistance.

At the March 19, 2024 meeting, the Board inquired about using Sustainability Trust’s “administrative account” to pay for tankless hot water heaters. The administrative account may pay for “Qualified Community Sustainability Programs,” which must satisfy the SID Statute §§ 31-25-501 *et seq.*, C.R.S. and otherwise fall under the categories contained in Exhibit B of the

Trust. The SID Statute does not identify tankless water heaters as an “energy efficiency improvement,” but legal counsel believes it qualifies under the statute’s catchall definition, which provides for “any other modification, installation, or remodeling approved as a utility cost-saving measure by the governing body.” Many sources, including the Department of Energy, have opined that tankless water heaters save on utility costs and the efficiency increases since hot water is provided only as needed. Therefore, it appears that the SID Statute would be satisfied, as required under the Trust. In addition, “Qualified Community Sustainability Programs” include “the installation of renewable energy systems, including improvements built to LEED certified, energy star, built green and similar standards” that benefit Candelas residents, and other programs within the sustainability program’s parameters. Tankless water heaters contribute to LEED certification and are consistent with the program’s objectives of energy efficiency and application of LEED standards to Candelas’ community centers.

Action Requested. Consider reimbursement eligibility in connection with authorization of the project involving tankless water heater. The issue of reimbursement qualification may be discussed at the next CSID meeting for CSID approval.

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 1st, 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. TDC’s 2024 Rate Sheet provides updated hourly rates and costs for its services.

At its February meeting, the Board considered and approved the renewal of the TDC contract for 2024, including updated rates, subject to review of the scope of services. Per Board direction, legal counsel worked with Director Hart and Ms. Barnett to update the scope of services to clarify the roles of TDC and the District in the delegation and performance of the community management services.

At the March 19, 2024 meeting, the Board reviewed and approved the updated scope of services, to clarify the role of TDC in performance of its services. These revisions were also prompted in addressing concerns raised by TDC as discussed in executive session. The District discussed ways to improve board member interaction with TDC, its staff and contractors TDC works with, to mitigate concerns so as not to impede TDC’s performance of the scope of services as an independent contractor. A proposed letter to TDC which memorializes the Board’s direction for board member communications to address TDC concerns will be presented by legal counsel for Board discussion in executive session, for consideration and approval following return to open session.

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Action Requested. Consider proposed letter to TDC for approval after consultation with the attorney and consider negotiating positions in executive session, as noted below.

Administrative Matters.

Records Retention Policy Research.

The District adopted a 2015 resolution adopting a records retention schedule consistent with the Colorado State Archives, which if complied with, provides a defense or safe harbor regarding records retention matters. However, the District did not formally register its policy with the Colorado State Archives, and thus, it is not listed online. We submitted notice of the policy and are awaiting confirmation that the District is added to their list of special districts.

Action Requested. None at this time.

Notice of Claim.

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

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

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

Update April 11, 2024: There is no change to this matter.

Action Requested. None at this time.

Business Promotion & Advertising.

Members of the Board expressed interest in including local business advertisements and/or promotions in the community newsletter or other District communications. The District is authorized by statute to provide “activities in support of business recruitment, management, and development within the district,” the authority does not extend to businesses located outside of the District’s boundaries.

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Advertising of business(es) by a local government is identified as “commercial speech” and must take into consideration First Amendment protections provided under U.S. Constitution. If the District wants to allow advertising on its website and social media, it must develop a reasonable policy for denying or accepting advertisements based on content. The policy must be reasonably related to a District objective or responsibility, and the District must consistently enforce the policy when accepting or rejecting advertisements.

There are inherent risks that come with taking on business advertising activity, such as the creation of a conflict or perception of a conflict related to the highlighted business; the obligation to give equal access to all (or nearly all) types of businesses, without “content” distinction; or the potential confusion of the government’s communication / notices with marketing materials; or ensuring the activity does not.

While there is little case law tied to government websites, courts have weighed in on similar government-owned spaces, such as signs on transportation facilities or signs in ballpark outfields. Advertising space on the District’s website would be deemed a “limited” or a “nonpublic forum” under First Amendment principles, which is allowed to be regulated so long as the government has a reasonable policy governing access to the advertising space and makes reasonable and consistent policy-related decisions for accepting or denying proposed advertisements.

Action Requested. Discuss whether the Board would like to proceed toward taking on business advertising and developing a governing policy.

Board Member Best Practices.

Director Conway expressed interest in a document that provides requirements and best practices to avoid potential Board member liability. There are a number of available resources, including the SDA Board Member Manual and Colorado Statutes providing elected official requirements and best practices. With Board direction, we can prepare a checklist, flowchart, or other tool to assist Board members with determining whether something is a conflict of interest, within a Board member’s scope of authority or function, or otherwise appropriate for a Board member to engage in.

Action Requested. Consider directing legal counsel to prepare a tool to assist with Board member requirements and best practices.

EXECUTIVE SESSION REPORT

Covenant Enforcement / Contract Matters / Legal Counsel Consultation: *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*

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quorum present of the Board.

Executive session is recommended for the purpose of consultation with legal counsel related to developing negotiating positions and instructing negotiators on a payment agreement and/or garnishment order in connection with covenant enforcement violations for 9395 Joyce Way, and on board member communications with contractors, pursuant to § 24-6-402(4)(b) and (e), C.R.S.

**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 5:00 P.M., on Tuesday, April 16, 2024, at the Candelas Parkview Swim and Fitness Club, 19865 W. 94th 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”¹ 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 District 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

¹ 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, the District has entered into a contract for community management services with Timberline District Consulting, LLC (“District Community Manager”), to assist in the provision of the District’s services to the Candelas community, including the coordination of the Alley Lot Committee meetings and members on behalf of the Board, as described herein.

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 District 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 District Board, facilitated by the District Community Manager.
2. Committee Members.
 - a. The Alley Lot Committee shall be comprised of five members to be appointed by the Board. Appointees of the Alley Lot Committee shall be residents who reside within the Alley Lots.
 - 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, the District Board, or the District Community Manager. Such resignation shall take effect at the time specified therein. The acceptance of the resignation is not necessary to make it effective. Any vacancy occurring on the 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 for observation. The Alley Lot Committee has discretion to permit public comment and limit the amount of time for public comment.
- 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 at least one survey per year 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 this list to the Board and the District Community Manager 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 the District Community Manager 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 and 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. District Community Manager. Unless otherwise designated by the Board, the authority delegated herein to the Alley Lot Committee may be coordinated and facilitated by the District Community Manager, acting at the direction of the District Board and in accordance with District policies.

- 7. 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 16TH DAY OF APRIL 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 5:00 P.M., on Tuesday, April 16, 2024, at the Candelas Parkview Swim and Fitness Club, 19865 W. 94th 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 District 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; and

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

WHEREAS, the District has entered into a contract for district accounting services with CliftonLarsonAllen, LLC (“District Accountant”), to assist in the provision of the District’s financial and governmental accounting services to the District, and who may assist the Finance Committee by participation in meetings and other services relative to the Finance Committee purposes, on an as-needed basis as provided herein.

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 District Board.
2. Committee Members.
 - a. The Finance Committee shall be comprised of five members to be appointed by the Board. Appointees of the Finance Committee shall be residents who reside within the Candelas community.
 - 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, the District Board, or the District Community Manager. Such resignation shall take effect at the time specified therein. The acceptance of the resignation is not necessary to make it effective.

Any vacancy occurring on the 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 for observation. The Finance Committee has discretion to permit public comment and limit the amount of time for public comment.
- 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 periodic surveys 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 surveys conducted, compile a list of survey feedback and comments received from the residents related to District finances and budget. Transmit this list to the Board on an as needed basis.
 - e. 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
 - f. Make recommendations to the Board 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 and 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. District Community Manager / District Accountant Assistance. Unless otherwise designated by the Board, the authority delegated herein to the Finance Committee may be facilitated by (1) the District Community Manager, to assist with the coordination of Finance Committee meetings and members, including meeting notices, minutes, appointments and vacancies, and posting of applicable documents

on the District’s website; and (2) the District Accountant, to assist with the fulfillment of the Finance Committee purposes; acting at the direction of the District Board and in accordance with District policies.

- 7. 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.

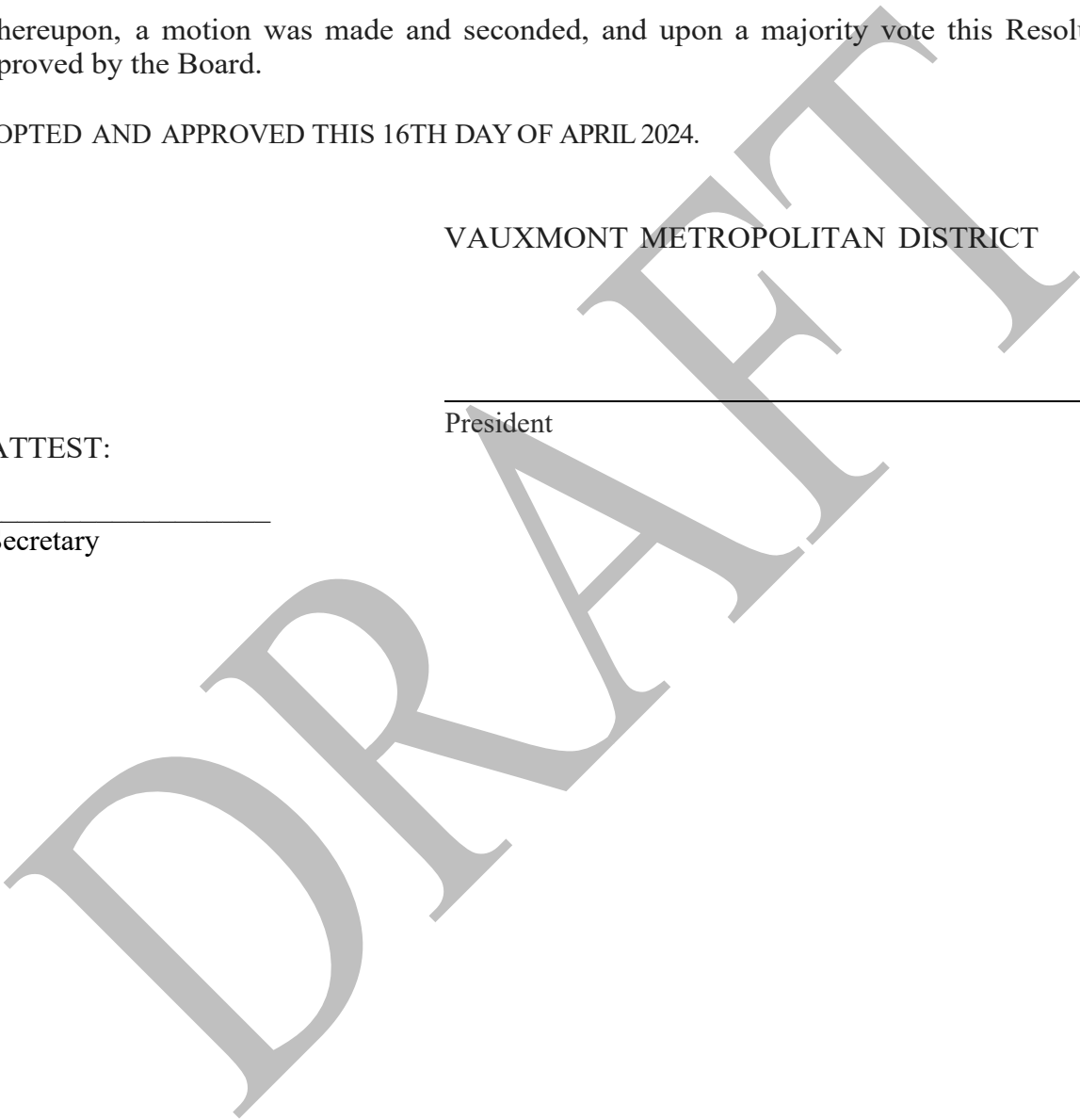
ADOPTED AND APPROVED THIS 16TH DAY OF APRIL 2024.

VAUXMONT METROPOLITAN DISTRICT

President

ATTEST:

Secretary



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

At a special meeting of the Board of Directors of the Vauxmont Metropolitan District, Jefferson County, Colorado, held at 5:00 P.M., on Tuesday, April 16, 2024, at the Candelas Parkview Swim and Fitness Club, 19865 W. 94th 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 District 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, the District has entered into a contract for community management services with Timberline District Consulting, LLC (“District Community Manager”), to assist in the provision of the District’s services to the Candelas community, including the coordination of the Landscape Committee meetings and members on behalf of the Board, as described herein.

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 Board, facilitated by the District Community Manager.

2. Committee Members.
 - a. The Landscape Committee shall be comprised of five 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.
 - 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, the District Board, or to the District Community Manager. Such resignation shall take effect at the time specified therein. The acceptance of the resignation is not necessary to make it effective. Any vacancy occurring on the 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 for observation. The Landscape Committee has discretion to permit public comment and limit the amount of time for public comment.
- 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 at least two surveys of the residents within the District regarding issues related to District Landscaping, which shall be conducted and reported to the Board during the "Q2" and "Q4" timeframes set forth in subparagraph 4.d below.

- 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 surveys conducted, compile a list of survey feedback and comments received from the residents related to District Landscaping. Transmit this list to the Board and the District Community Manager on an as needed basis.
- e. 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
- f. Make recommendations to the Board and the District Community Manager 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 and 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. District Community Manager. Unless otherwise designated by the Board, the authority delegated herein to the Alley Lot Committee may be coordinated and facilitated by the District Community Manager, acting at the direction of the District Board and in accordance with District policies.
7. 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.

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 APRIL 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, April 16, 2024, at the Candelas Parkview Swim and Fitness Club, 19865 W. 94th 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 SOCIAL COMMITTEE**

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

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

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

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

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

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

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

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

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

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

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

1. Purpose. The Social Committee is hereby established by this resolution of the Board as a “standing committee” of the District. The purpose of the Social Committee is as follows:
 - a. To plan for, organize, coordinate, oversee and manage District-sponsored and approved community events to take place throughout the year that will benefit the Candelas community through social activities while fostering a sense of community spirit and camaraderie. Examples of community social events include Food Truck Fridays, Easter Egg Hunt, Movies in the Park, Pilates in the Park, Community Garage Sale, Concert in the Park, Candelas Fest, National Neighborhood Night Out, 4th of July Parade & Pancake Breakfast; Trunk or Treat, Candelas Chili Cookoff, Community 5K, and Breakfast with Santa, or other similar events.
 - b. To advise and make recommendations to the Board with community input and feedback, regarding proposed community and social events, and their associated costs, for sponsorship by the District.
 - c. To assist the District in the planning, coordination, and hosting of approved District-sponsored community social events in a safe manner.

2. Committee Members.
 - a. The Social Committee shall be comprised of five members to be appointed by the Board. **[Confirm # of members]** Appointees of the Social Committee shall be residents who reside within the Candelas community.
 - b. The District shall solicit applications from interested residents to serve on the Social Committee throughout the year. A notice of applications shall be posted on the District’s website for a minimum of two weeks prior to any appointment being made. Such applications may be reviewed by the District’s Board.
 - c. The term of members of the Social Committee shall be approximately one year and run from the annual regular meeting of the District's Board of Directors to the next such annual regular meeting (or such special meeting held in substitute thereof). Any Social Committee member that is appointed between annual regular meetings of the District's Board of Directors shall serve until the next such annual regular meeting (or such special meeting held in substitute thereof).
 - d. Any Social Committee member may resign by giving written notice to the Chair of the Committee, to the Board, or to the District Community Manager. Such resignation shall take effect at the time specified therein.

The acceptance of the resignation is not necessary to make it effective. Any vacancy occurring on the Social Committee by resignation or removal shall be filled by appointment by the Board.

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

3. Committee Meetings.

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

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

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

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

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

5. Limitations of Authority.

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

without the express consent or delegation of the Board.

- d. The Social Committee may not communicate or represent the District's business, interests or positions except as specifically provided for in this Resolution, or as otherwise requested by the Board. The Social Committee may not enter into any contract or agreement that binds the District. Any contracts or agreements required for the hosting of a community social event must be entered into and approved by the District's legal counsel as to form, and by the District Board of Directors.

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

ADOPTED AND APPROVED THIS _____ DAY OF _____, 2024.

VAUXMONT METROPOLITAN DISTRICT

 President

ATTEST:

 Secretary



Candelas Community Management Report

Submitted to: Vauxmont Board of Directors

Meeting Date: April 16th, 2024

Community Updates

- **Townview Monument**

On April 3rd Fastsigns provided an update indicating that the new letters are with their painting department, and they anticipate completing the repair the week of April 15th. FastSigns will provide us with an exact date as soon as the letters are complete.

- **Mailbox Kiosks**

We have sent the District's Services Agreement and are awaiting signature. The work will be scheduled once the agreement is fully executed.

- **Bike Racks**

We have received pricing for 15 bike racks from Keystone Designs (\$7,776.00 attached). Keystone did not provide pricing for installation, or the concrete pads needed, TDC is reaching out to additional contractors for this portion of the project. The pricing for the bike racks, concrete pads and installation will be shared with the Board once received.

- **Church's Crossing Rubber Surface**

We have contacted playground surfacing companies to gather pricing information for repairing the poured in place rubber surface at Church's Crossing Park. Several companies stated that the area did not meet the minimum repair threshold, one company suggested a patch kit that can be purchased online, one company stated the original install was not done correctly and recommended a complete replacement, and one company provided a quote for the repair.

Action: We'd like to know if the Board would like us to proceed with one of the options below or wait until a playground safety inspection can be scheduled with the CSD pool.

- DIY Repair Kit is estimated to cost \$800 for materials. Labor would be an additional cost.
- Full replacement by L&B's Rubber Mate Pros \$50,419.009 (quote attached)
- Repair by Recreation Plus \$1,895.00 (quote attached)

- **Pool Hours**

The Parkview pool is scheduled to open on May 27th. We are proposing the schedule below for the 2024 pool season.

- Lap Swim 5:00am – 7:00am Daily
- Swim Lessons 7:00am – 10:00am Monday – Thursday half of the pool will be available for open swim
- Open Swim 7:00am – 8:00pm Daily
- Adult Swim (if desired) 8:00pm – 9:30pm Daily
- Pool Cleaning Closure 7:00am – 10:00am Fridays

- **Pool Monitors**
We would like direction from the Board regarding their request for pool monitors, including which days and times the pool monitors should be on site.
- **TDC landscape walk with Level Engineering**
TDC and Level engineering met on April 3rd, 2024, to inspect multiple sections of the community drainage issues.

Covenant Control

- **Covenant Report**
 - There are currently 115 open violations.
- **Architectural Review Applications**
 - 17304 W 94th Ave – LANDSCAPING (APPROVED W/ CONDITIONS)
 - 18875 W 93rd Ave- PAINT (APPROVED W/ CONDITIONS)
 - 9493 Joyce Way- PAINT (APPROVED W/ CONDITIONS)
 - 9445 Yankee Way- DECK/PATIO (APPROVED W/ CONDITIONS)
 - 19124 W 95th Lane- LANDSCAPING (APPROVED W/ CONDITIONS)
 - 9235 Blanca St.- OTHER (APPROVED W/ CONDITIONS)
 - 9576 Flattop Way- OTHER (APPROVED W/ CONDITIONS)
 - 18630 W 93rd Dr.- LANDSCAPING (APPROVED W/ CONDITIONS)
 - 9541 Garnett Way- LANDSCAPING (APPROVED W/ CONDITIONS & DENIALS)
 - 9559 Orchard Way- FENCE/ GATES (APPROVED W/ CONDITIONS)
 - 19932 W 93rd Place- LANDSCAPING (APPROVED W/ CONDITIONS)
 - 9530 Kendrick Way- PAINT (DENIED)
 - 15847 W 95th Ave- PAINT (APPROVED W/ CONDITIONS)
 - 17783 W 93rd Place- LANDSCAPING (APPROVED W/ CONDITIONS)
 - 19722 W 94th Place- LANDSCAPING (APPROVED W/ CONDITIONS)
 - 17793 W 93rd Place- LANDSCAPING (APPROVED W/ CONDITIONS)

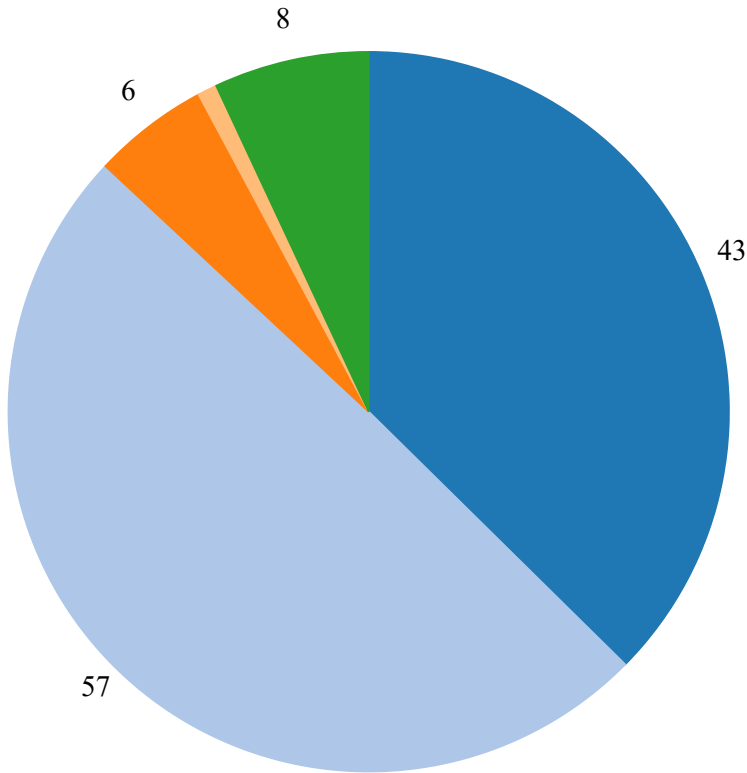
Other items or follow up requested by the board:

Snapshot of Proposals Attached

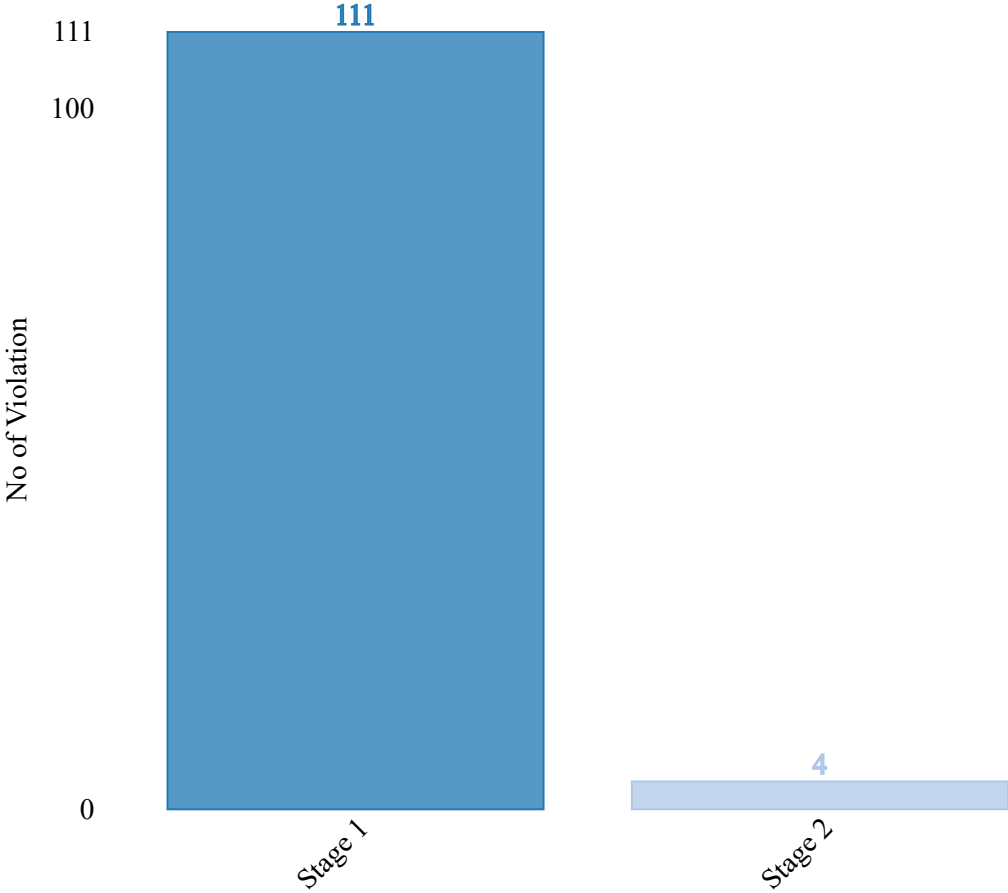
Company	Project	Facility	Quote Number	Total	Notes
Recreation Plus	Park Rubber Surface	Church's Crossing	29551	\$1,895.00	15 sq ft repair
L&B's Ruber Mate Pros	Park Rubber Surface	Church's Crossing Park		\$50,419.00	Full replacement 4166 sq ft
Keystone Ridget Designs	Bike Racks	School bus stops	050878-00	\$7,776.00	15 bike rack loops

Violation = 115
(by Category)

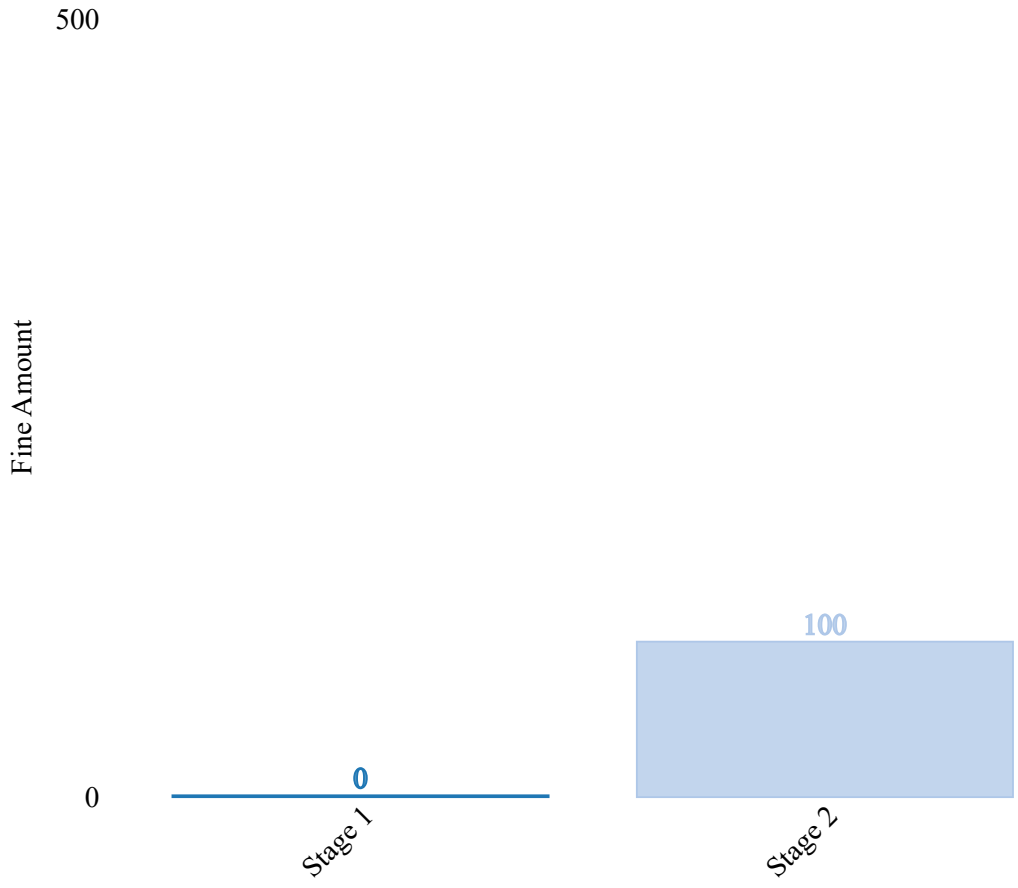
● Architectural ● Fencing ● Unsightly ● Landscaping ● Lighting



**Violation = 115
(by Stage)**

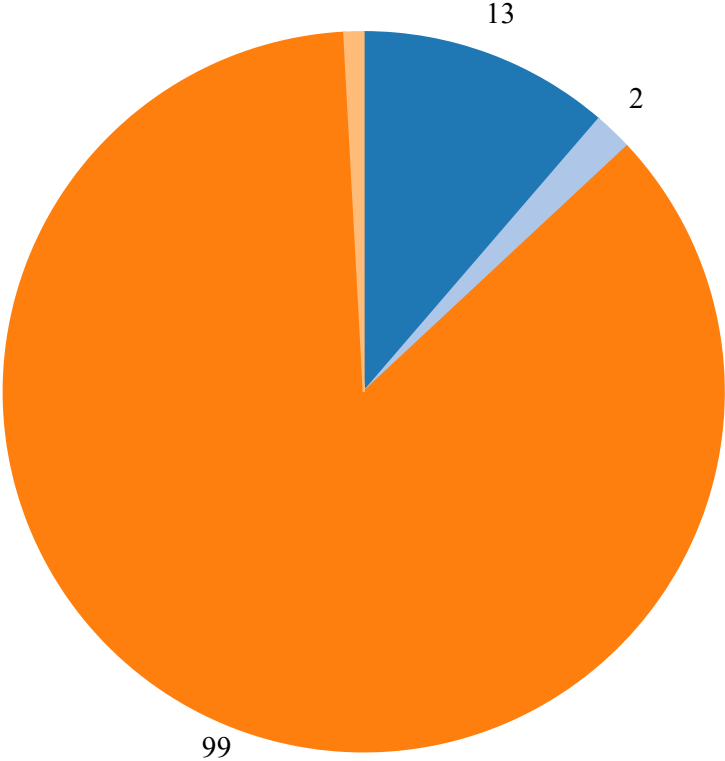


**Violation Fee/Fines = \$100.00
(by Fine and Stage)**



**Violation = 115
(by State)**

● Closed ● Escalated ● New ● On Hold





670 Mercer Road | Butler, PA 16001-1840
 Toll-free: 1-800-284-8208 | Phone: 724-284-1213 | Fax: 724-284-1253
 www.keystoneridgedesigns.com

<p>DATE: 04/05/2024</p> <p>QUOTATION #: 050878-00</p> <p>PROJECT NAME: VAUXMONT METROPOLITAN DISTRICT BIKE RACKS</p> <p>QUOTE VALID UNTIL: 6/30/2024 * See Expiration Terms & Conditions</p> <p>PAYMENT TERMS: 50% DOWN; BAL PREPAY</p> <p>EST. LEAD TIME: TO BE DETERMINED AND WILL BE ESTIMATED UPON ORDER</p> <p>SALES REP: Dave Starcher</p> <p>EMAIL: DaveS@keystoneridgedesigns.com</p> <p>EXTENSION: 241</p>	<p>CUSTOMER #: 019923</p> <p>SELL TO: VAUXMONT METROPOLITAN DISTRICT</p> <p>19865 W 94TH AVE</p> <p>ARVADA, CO 80007</p> <p>CUST NAME: ZACH WASHART</p> <p>EMAIL: candelas@timberlinedc.com</p> <p>PHONE:</p>
PLEASE COMPLETE/CONFIRM UPON ORDERING	
<p>SHIP TO:</p> <p>19865 W 94TH AVE</p> <p>ARVADA, CO 80007</p>	<p>DELIVERY CONTACT: ZACH WASHART</p> <p>PHONE:</p> <p>DELIVERY NOTES:</p>

QUOTE SUMMARY:

Total Quotation Amount:	\$7,776.00
Payment Required to Activate Order:	\$3,888.00
Remaining Balance Due Prior to Shipment:	\$3,888.00
Pay in Full 2% Discount Amount:	\$7,645.50
(Excludes credit card orders)	
Price subject to change upon quote expiration.	

SPECIAL CONSIDERATIONS:

Terms of Sale: 50% down, balance due before shipment

* All credit card transactions are subject to a 3% processing fee. This fee can be waived if paid by check, ACH or wire transfer.

* Products and quantities needed are the responsibility of the customer.

* Lift gate service is included.

* Option 2 - Qty 10: \$435 x 10 = \$4,350.00 + \$877.00 (freight and packaging) = \$5,227.00

LINE ITEMS:

LINE	PART #	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
1	OSN01-3B00000-3005	SNO1-3 - SONANCE BIKE RACK, 1 LOOP BIKE RACK WITH CAPACITY FOR 3 BIKES, BOLT-DOWN, POWDER COATED, BURGUNDY	15	\$435.00	\$6,525.00
Total Material Costs:					\$6,525.00
Freight & Packaging:					\$1,251.00
Quotation Total:					\$7,776.00

I acknowledge that I have received and reviewed the complete terms and conditions of this quotation. By signing this page, I understand and accept all of Keystone Ridge Designs' Terms and Conditions as outlined on this page and all proceeding and subsequent pages of the quotation. See following page for complete terms and conditions.

Authorized Signature

STANDARD PAYMENT TERMS

Products and quantities needed are the responsibility of the customer. All products are produced to individual customer specification and unless otherwise stated, require a 50% down payment before manufacturing along with a sign off on this quotation. Balance of materials, freight and packaging and sales tax (if applicable) is due before products ship. This payment method is an effective and efficient system to ensure timely production and scheduling, ultimately providing greater cost savings to the client. MasterCard®, Visa®, American Express® and Discover® are accepted payment methods.

- A 50% down payment of total costs is required to activate an order with an approved credit card, check or money order. Check or money order payment orders will be activated upon receipt. Credit card orders will be immediately activated.
- The remaining 50% of total costs is due before the products will ship from the factory. Upon notification from Client Services, the remaining balance is payable by approved credit card, check or money order.
- If payment in full is received along with order activation, a 2% discount will be applied to material costs only. Credit card purchases, expedited orders and orders requiring payment in full to activate are excluded.
- On the day your products ship, Client Services will contact you with pertinent shipping information.

• **Quote Expiration: Prices on this quote are valid up to and including the date displayed on the "QUOTE VALID UNTIL" line. After that date, a new quote with current pricing must be acquired from the Keystone Ridge Designs quoting department. Prior to quote expiration, the pricing listed on the quote is not considered locked in until all order activation terms are met, including any necessary sign-offs, payments or deposits. These terms and payments must be met in their entirety before the quote expiration date to place an order. Receipt of a PO does not constitute an agreement. An order only becomes active when the Keystone Ridge Designs terms of the sale are met.**

FREIGHT & PACKAGING

Freight and packaging charges to stated shipping address are based on quantities listed on quotation. If the scope of project changes, freight and packaging will be revised accordingly.

Unless otherwise indicated, freight charges do not include unloading and placement. If you require lift gate service (lowering the products to ground level if there is no loading dock), please call for pricing before placing an order.

24-hour advance notification is including with your freight quote. You will receive a call from the shipping company prior to delivery.

DISCOUNTS

Discounts are applied based on a tiered sales volume structure. If products or quantities change, discount will be revised accordingly.

TAX

Sales tax will be assessed only to products shipping to or picked up within Pennsylvania and will be listed as a line item on the quotation.

CANCELLATIONS & RETURNS

A 25% restocking fee will be assessed on returned orders and orders cancelled more than two weeks after placement.

STORAGE

Storage fees will begin to accrue after one month from the date that the client is notified that the products are ready to ship, or one month after the estimated delivery date (whichever is later).

LEAD TIME

Delivery dates are estimated dates only and will vary. Delivery dates are to be determined and will be estimated upon order placement. Final ship date notification will be coordinated through our Client Services.

HARDWARE

Keystone Ridge Designs utilizes high-quality stainless steel assembly hardware where applicable. Anchoring hardware, due to specialization required for each installation, is not supplied. Stainless steel hardware is recommended.

DELIVERY

The bill of lading is considered the client receipt and should be compared to each delivery for discrepancy. Products should be carefully examined for damage incurred during shipment. Keystone Ridge Designs, Inc.® is not responsible for product damage or shortage once the bill of lading is signed by the client. Inconsistency between order and shipment quantities, as well as product damage, must be indicated on the bill of

lading upon delivery and before the freight company leaves the delivery site in order to file a damage claim with Keystone Ridge Designs, Inc. If damage is found or if there are any concerns regarding delivery, immediately notify Client Services at 1-800-284-8208.

WARRANTY

Keystone Ridge Designs warrants all products (other than noted exceptions) against material and workmanship defects for a period of three (3) years from the date of shipment.

Keystone Ridge Designs provides a limited warranty on the powder coat finish that is applied to our products for a period of three (3) years from the date of shipment. Exceptions include Burgundy, Sparkle Silver, and any shades of red, white, or yellow. These exceptions are warranted for a period of one (1) year from the date of shipment. Sparkle Silver, white, and yellow powder coated products can apply for the three (3) year warranty with the purchase of an upgraded e-coat primer finish. Limited warranties for certain other light-toned custom colors will be disclosed at time of selection.

Keystone Ridge Designs offers a limited twenty (20) year warranty against structural failure of our steel manufactured products.

Keystone Ridge Designs offers a limited five (5) year warranty against structural failure of any aluminum frame, assembly, or component.

All warranties are available to the original purchaser only and are not transferable. Eligibility of any stated warranty is dependent upon the product(s) being assembled and installed according to the manufacturer's recommendations and instructions. Products are required to be bolted to the surface to prevent theft, damage, movement, or injury. Umbrellas must be anchored in a base 80 lb. or heavier to be eligible for the three-year warranty.

Products damaged by abnormal use, vandalism, accidents, tampering, or acts of nature are not covered by any warranty, expressed or implied. Modifying, altering or repairing products by anyone other than Keystone Ridge Designs voids the warranty.

During the eligible warranty period, Keystone Ridge Designs, Inc.® will, at its option, repair or replace any product or part found defective upon written notification and inspection by our company representative.

Claims must be sent to Keystone Ridge Design, Inc., Attention: Customer Service, 670 Mercer Rd., Butler, PA 16001

PROPRIETARY STATEMENT

Keystone Ridge Designs, Inc. ® is proud to offer the design community exceptional site amenities. Due to the time and resources invested in designing, manufacturing and marketing Keystone Ridge Designs™ products and services, we pursue design patents, copyrights, trademarks and service marks whenever possible. Any unlawful duplication or misrepresentation of Keystone Ridge Designs™ products or promotional materials will be rigorously protected.

Keystone Ridge Designs reserves the right to alter pricing, product design, materials or construction without notice.

Keystone Ridge Designs' products are covered by one or more of the following Patent Nos. Des. D372,133; D376,270; D380,313; D406,700; D406,701; D413,449; D413,738; D414,952; D418,652; D420,814; D421,515; D421,824; D423,166; D423,239; D424,769; D440,060; D446,399; D449,745; D454,674; D456,579; D457,334; D457,701; D457,738; D457,741; D457,742; D458,044; D459,563; D461,336; D465,679; D465,936; D465,952; D466,318; D466,729; D467,104; D471,368; D474,618; D474,619; D481,890; D506,339; D510,216; D515,856; D629,233; D749,861; D794,971; D818,296; D854,346; D856,018; D891,844; patents pending or Exclusive By Design™.

Keystone Ridge Designs, Inc. designs, manufactures and markets an original and exclusive line of site furniture. In accordance with the United States patent process, our products are officially marked with the designated descriptive numbers and required labeling. We strictly prohibit any other labeling which interferes, mutilates or restricts the legal requirements of product identification.



March 19, 2024

Timberline District Consulting, LLC

Attn: Zach Washart

Location: Candelas Playground
Arvada, CO

Subject: Poured In Place Rubber Playgrounds Quote

- **Play Area** (4166 sqft - **\$50,419.00**)
 - **4166 sqft of PIP**
 - ½" Top Pour -over existing PIP
 - Color TBD
 - Replace/repair buffings in areas as needed
 - Recommended option
 - Repairs is not an option for the fact it will looked pieced and seams will not hold for high traffic areas..

The rubber we will be using is an EPDM rubber (ethylene propylene diene monomer rubber) which is a type of synthetic rubber & is UV protectant. The resin used for the buffings will be an Aromatic Resin & an Aliphatic Resin, which is the UV protectant resin for the top pour. This quote above is everything needed to install new PIP top surface. This will meet the ASTM fall height requirements.

The deterioration & loose granules can be prevented with every 2-3 years you apply a top coat, which essentially is just a re-resin of the surface which will give longer longevity of the product. This is something we offer when time comes to do.

Thank You



Jimmy H. Louthan
Owner
303-632-1418 (Office)
office@rubbermatepro.com
www.rubbermatepro.com



Quote

ADDRESS

Timberline District Consulting, LLC

SHIP TO

Candelas
Arvada, CO 80004

QUOTE # 29551

DATE 03/21/2024

EXPIRATION DATE 04/21/2024

SALES REP

Molly Hootstein

DESCRIPTION	QTY	RATE	AMOUNT
Tatonka Remedial PIP to include repairs to existing surface in two (2) color combinations with base fill as needed. 15 SQFT	1	1,895.00	1,895.00T
Recreation Plus Terms TERMS: Net % 30 days, 50% down payment required. Payment in full required on orders under \$5,000 (Does not apply to government customers). Financing available upon request. Tax Exempt/Resale Certificate Required. Initial _____.	1	0.00	0.00T

PLEASE NOTE: Customer is required to verify that quantities, colors, and mounting styles are accurate according to the project plans and/or specifications for all equipment and safety surfacing.

SHIPMENT: Shipment is approximately 12-16 weeks after order is received and approved. Installation date TBD (if included). Customer is responsible for offloading the truck if we are not providing installation. Initial _____.

INSTALLATION: Please Note that installation is not included unless otherwise noted above. If installation is included, price assumes that the site has been prepared and that grade slope does not exceed 1 - 2% in any direction. Grade work and drainage improvements/lines are not included unless specifically listed above. Please turn off sprinkler systems 1 week prior to installation to avoid site damage due to wet ground. Initial _____.

DISCLAIMER: Unless specifically listed in the quote above, payment/performance bonds, permits, prevailing wages, sealed engineered drawings, and 3rd party safety audits are Not Included in this agreement and, if required, are the responsibility of the customer. A 3% fee will be added for any payments by credit card. Initial _____.

ROCK CLAUSE: In the event that soil or rock conditions are such to prevent normal installation time and procedures, the customer will be responsible for additional equipment, labor expenses and delay costs required to complete the installation. Should the situation arise, the problem will be discussed with the customer prior to incurring any additional cost. Initial _____.

UNDERGROUND UTILITY CLAUSE: The customer hereby agrees that Recreation Plus, its employees and/or subcontractors, are not liable for any damage done to any type of underground utilities on the site chosen by the customer unless the customer has had these lines accurately marked prior to installation. The customer further agrees that without properly marked utility lines, the customer shall be responsible for costs incurred to repair any damaged utilities, all costs for medical treatment in the event of injury and any related costs due to delay in the project. It shall be the sole responsibility of the customer to mark, have

DESCRIPTION	QTY	RATE	AMOUNT
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marked, or hire a professional to establish any and all utility locations prior to Recreation Plus, its employees and/or subcontractors starting the project. In the event that Recreation Plus, its employees and/or subcontractors start the project before utilities have been located and properly marked, the customer shall again be liable and shall notify Recreation Plus, in writing to stop the project until the utilities have been marked. The customer shall further be responsible for any cost incurred due to work stoppage or project delays.
 Initial _____.

A purchase order or signed quote is required. Pricing quoted is based on our standard insurance certificate. Unless specifically listed in the quote above, installation, payment/performance bonds, permits, sealed engineered drawings, and 3rd party safety audits are Not Included in this agreement and, if required, are the responsibility of the customer. Customer is responsible for repair of any unmarked underground utility lines damaged during construction. Financing available upon request. A 3% fee will be added for payment by credit card.

SUBTOTAL	1,895.00
TAX	85.28
TOTAL	\$1,980.28

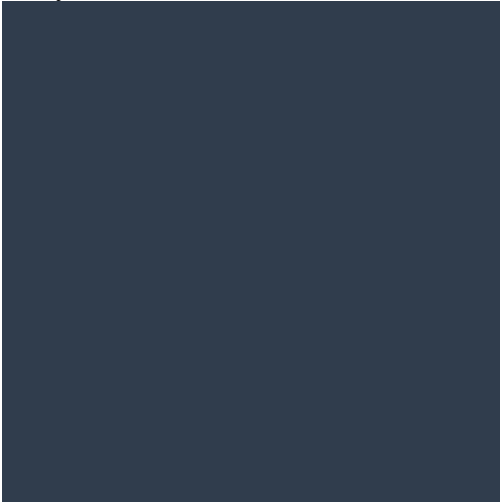
THANKS FOR CONSIDERING OUR PRODUCTS!

Accepted By

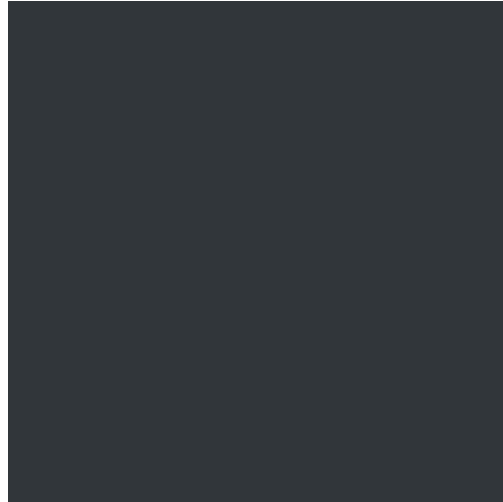
Accepted Date

Sherwin Williams Option 1

Body - Naval SW 6244



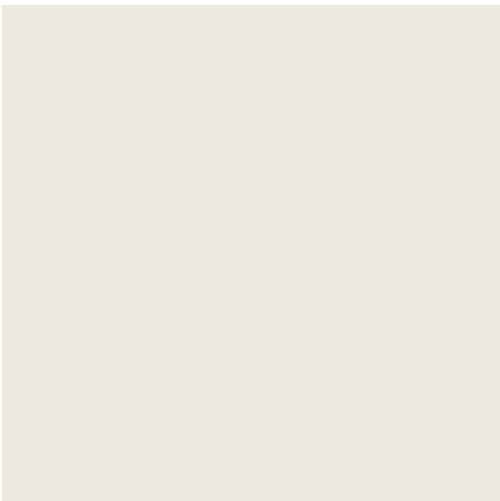
Accent - Inkwell SW 6992



Secondary Body-Northern Pike SW 3352



Trim - Alabaster SW 7008



Sherwin Williams Option 2

Body - Repose Gray SW 7015



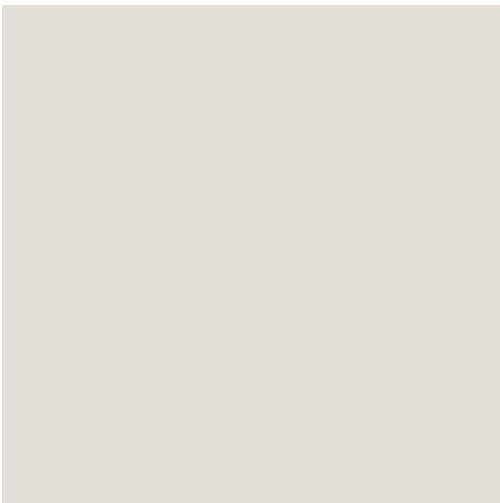
Accent - Black of Night SW 6993



Secondary Body - Dovetail SW 7018



Trim-Eider White SW 7014



**VAUXMONT METROPOLITAN DISTRICT
CANDELAS DESIGN REVIEW COMMITTEE CHARTER**

Adopted _____, 2024

WHEREAS, the Protective Covenants and Easements of Candelas recorded on March 26, 2012 at Reception No. 2012032029 in the real property records of Jefferson County, Colorado (“Covenants”) provide, in Section 1.3, that the Candelas Design Review Committee (“CDRC”) is the advisory committee appointed by the Vauxmont Metropolitan District (“District”) to review requests for design review approval and make recommendations for their approval or disapproval to the Board of Directors (“Board”) 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 CDRC, during the period of Master Developer control, functioned by way of a professional “Staff” review process, under which employees of the District or Master Developer would review architectural submissions as the CDRC; and

WHEREAS, the District may engage Staff to perform the duties of the CDRC, and may also engage volunteers to undertake review of projects Staff determines should be considered by community members to best serve the public’s needs and the needs of residents within the District’s boundaries; and

WHEREAS, the Board desires to balance the needs of community members for timely approvals with the desire to ensure that residents are able to guide substantive policy decisions made with respect to architectural approvals, and by this Charter intends to clarify the respective roles and responsibilities of the volunteer members of the CDRC and Staff, to make efficient and effective use of the CDRC, facilitate timely reviews, ensure aesthetic continuity and harmony, and fulfill the purposes of the Covenants.

NOW THEREFORE, BE IT RESOLVED, the Board of Directors hereby adopts the following Candelas Design Review Committee Charter.

1. **Provisions Applicable to Staff and CDRC Volunteers.**

a. **Definitions.** Capitalized terms shall have the same meaning as set forth in the Covenants.

- i. **Environmental Sustainability Improvements** means a qualified residential energy system and/or energy efficiency system improvements that satisfy the SID statute, and as further described in the Guidelines attached as Exhibit A to the Declaration of Trust for The Candelas Sustainability Trust dated June 28, 2011, as may be amended from time to time.
- ii. **“Improvements”** means all exterior improvements, structures, and any appurtenances thereto or components thereof of every type or kind, and all landscaping features, including buildings, outbuildings, environmental sustainability improvements, including geothermal systems, solar systems, swimming pools, hot tubs, satellite dishes, tennis courts, patios, patio covers, awnings, solar collectors, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, driveways, fences,

including gates in fences, basketball backboards and hoops, swing sets or other play structures, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior light fixtures, poles, signs, exterior tanks, and exterior air conditioning, cooling, heating and water softening equipment, if any.

- iii. The terms “**Board**” or “**Board of Directors**” refers to the Master Developer during the Master Development Period, to the extent required to comply with the Covenants, and otherwise refers to the District Board of Directors.
- b. Criteria for Approval. The CDRC, including Staff and volunteer members, shall exercise their reasonable judgment to the end that all Improvements conform to and harmonize with the existing surroundings, residences, landscaping and structures. The CDRC may condition its approval of any proposed Improvement upon the making of such changes therein as the CDRC may deem appropriate. The CDRC shall meet with the Sustainability Committee regarding any Environmental Sustainability Improvements, or adhere to guidelines relating to Environmental Sustainability Improvements promulgated by the Sustainability Committee.
- c. Meetings. Regular or special meetings of the CDRC shall be held in a public place designated by the CDRC from time to time. Unless notified in advance of a change, members will meet at the offices of the District’s management team. Regular meetings shall take place on a monthly basis, and special meetings may be called as deemed necessary by the CDRC. Notices and agendas of regular and special meetings will be posted on the District’s website at least twenty-four (24) hours before the meeting.
- d. Conduct. All CDRC members shall adhere to the Rules of Conduct regarding Committee Meetings and Committee Members adopted by resolution of the Board.
- e. Fees. District shall require the payment of a fee to accompany each request for approval of any proposed Improvement as specified in the Residential Design Standards.
- f. Timing. The CDRC shall review each request for approval and make recommendations to the Board within 45 days after the complete submission of the plans, specifications, and other materials and information required by the CDRC. Any Owner’s failure to complete the proposed Improvement within one (1) year after the date of approval shall be in noncompliance, subject to enforcement by District. The Board may grant extensions of time for completion of any proposed Improvements.
- g. Miscellaneous. The CDRC shall treat all applications for Improvements fairly and impartially, without bias or prejudice, and in the best interest of the community, seek and rely upon professional guidance as appropriate, and hold open meetings, as required by state law. The CDRC shall comply with all policies and resolutions of the Board regarding the conduct of committee meetings and committee members.
- h. No Waiver. No action or failure to act by the CDRC or by the Board, and no variance granted by the Board, shall constitute a waiver or estoppel with respect to future action by the CDRC or the Board with respect to any Improvement. Specifically, the approval by the CDRC of any Improvement shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar Improvement or any similar proposals, plans, specifications or other materials submitted with respect to any other Improvement.

- i. Nonliability. There shall be no liability imposed on the CDRC, any member of the CDRC, the District, or any member of the Board of Directors for any loss, damage or injury arising out of or in any way connected with, the performance of the duties of the CDRC. In reviewing any matter, the CDRC shall not be responsible for reviewing, nor shall its approval of an Improvement be deemed approval of the Improvement from the standpoint of safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations. The District retains all protections of the Colorado Governmental Immunity Act.
 - j. Number. There shall be at least five members of the CDRC between Staff members and CDRC volunteers. During the Master Development Period, the Master Developer appoints the CDRC. Following the termination of the Master Development Period, the Board of Directors appoints the CDRC.
2. **Staff Role.** The role of Staff on the CDRC is to provide a speedy resolution of architectural submissions for owners within the District. In addition, Staff is responsible for maintaining all District records relating to architectural submissions as required by Colorado law. Staff are hired by and assigned to the CDRC by the District's management company, acting in accordance with instructions provided by the Board of Directors.
- a. Duties and Responsibilities. Staff shall:
 - i. Review all applications for Improvements as provided by Section 2.2 of the Covenants. Staff shall make recommendations to the Board of Directors on each application, or if Staff determines that a particular application is unique or requires analysis by homeowners in the community, Staff shall refer the application to the CDRC Volunteers.
 - ii. Draft guidelines, standards, or rules ("Standards") relating to the procedures, materials to be submitted and additional factors which will be taken into consideration in connection with the approval of any proposed Improvements and related procedures and other matters for the enforcement of the Covenants. Such Standards may waive the requirement for approval of certain Improvements if approval is not reasonably required to carry out the purpose of the Covenants. Such Standards may elaborate or expand upon the provisions related to the procedures and criteria for approval and enforcement, but no such Standards will be inconsistent with the provisions or requirements of the Covenants, Jefferson County Zoning Regulations, or Colorado State Law, as applicable. The Board of Directors reviews and may revise the Standards prior to adoption.
 - iii. Inspect Improvements for completion and compliance with the approved submission.
 - iv. Furnish a certificate with respect to the approval or disapproval of any Improvement or with respect to whether any Improvement was made in compliance herewith. Any person, without actual notice to the contrary, shall be entitled to rely on said certificate with respect to all matters set forth therein.
 - v. Issue Notices of Noncompliance upon determination that any Improvement was made without obtaining the required approval, or not in substantial compliance with the approval, or not completed within one year after the date of approval.
 - vi. Provide a report to the Board at the end of each quarter detailing any Improvements made in violation of the Covenants for which a violation is more than 60 days outstanding.

- 3. **CDRC Volunteers.** The role of the homeowners who volunteer for the CDRC is unique and important. While most typical Improvement applications will be reviewed by Staff for Board action, some applications may require consideration by the people who live in the community. When Staff determines, in their reasonable judgment, that an application is unique, or likely to create discussion in the community, it will refer the application to the CDRC homeowner volunteers for review and recommendations to the Board of Directors. By doing so, Staff will receive guidance from community members as to the aesthetic spirit of Candelas.
 - a. **Appointments, Terms, and Removals.** CDRC volunteers are appointed by, and may be removed by, the Board of Directors with or without cause. CDRC volunteers must be residents of the District. The term of volunteer members of the CDRC 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 CDRC volunteer 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).
 - b. **Applications.** The District shall solicit applications from interested residents of the District to serve on the CDRC throughout the year. A notice of applications shall be posted on the District's website for a minimum of two weeks before any appointment is made. Such applications may be reviewed by the members of the Board.
 - c. **Resignations and Vacancies.** Any CDRC volunteer 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 CDRC by resignation or removal shall be filled by appointment by the Board.
- 4. **Revisions to Charter.** The Board of Directors may revise this Charter at its discretion at any time and shall provide notice to the CDRC of any revisions to the Charter's terms.

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