#### SHERIDAN STATION WEST METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150 Lakewood, Colorado 80228-1898 Tel: 303-987-0835 • 800-741-3254 Fax: 303-987-2032

www.colorado.gov/sswmd

#### NOTICE OF A SPECIAL MEETING AND AGENDA

<b>Board of Directors:</b>	Office:	<b>Term/Expiration:</b>
Zachary Nemeroff	Treasurer	2027/May 2027
Sara Wright	Assistant Secretary	2027/May 2027
Ashley Begley	President	2025/May 2025
Cathy Kulzer	Assistant Secretary	2025/May 2025
Austin Frey	Assistant Secretary	2027/May 2027
Peggy Rinko	Secretary	•

Peggy Ripko Secretary

DATE: February 8, 2024

TIME: 2:00 p.m.

PLACE: This meeting will be held via Zoom without any individuals (neither District

representatives nor the general public) attending in person. The meeting can be

joined through the directions below:

https://us02web.zoom.us/j/86267550643?pwd=V3RnRGRtWkRyUlZZc1VMWTJFZiFHdz09

Meeting ID: 862 6755 0643 Passcode: 987572 Dial In: 1-719-359-4580

T PUBLIC COMMENTS (Each speaker is limited to 3 minutes. Speakers are encouraged to stick to their point. Presentations that are less than three minutes long are more effective than long and repetitive presentations. The Board will not respond during the speaker's comments, so as to ensure that they do not take away from the speaker's time, but may choose to respond after the speaker's time has elapsed, or after the period for public *comments has concluded.)* 

A.

#### II. ADMINISTRATIVE MATTERS

- A. Confirm quorum. Present Disclosures of Potential Conflicts of Interest.
- B. Approve Agenda, Confirm Location of Meeting and Posting of Notices.
- Consider Approval of Minutes of the December 8, 2023 Regular Meetings C. (enclosure).

III. COMMUNITY MANAGEMENT/OPERATIONS AND MAINTENAN
--

- A. Discussion regarding water meter operations.
- B. Review and consider approval of a revised Agreement from Environmental Designs, Inc. for 2024 Landscape Maintenance (enclosure).
- C. Discuss concerns and consider action regarding email from United States Postal Service Case Confirmation for service request (enclosure).

#### IV. FINANCIAL MATTERS

A. Review and Ratify the Approval of the Payment of Claims as follows (enclosures):

	Period Ending	Period Ending	Special Payment
Fund	Dec. 31, 2023	Jan.31, 2024	Jan.31, 2024
General	\$ 26,894.19	\$ 25,051.09	\$ 1,368.50
Debt	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$	\$
Total	\$ 26,894.19	\$ 25,051.09	\$ 1,368.50

B. Review and Accept the Unaudited Financial Statements through the Period Ending December 31, 2023 (enclosure).

#### VI. CAPITAL PROJECT MATTERS

A.

A.

#### VII. OTHER BUSINESS

- A. Board Member comments.
- B. Discuss Board Mission Statement.

Sheridan Station	West Metropolitan District
Agenda – Februai	ry 8, 2024
Page 3	

	C.	Discuss ideas to improve District website.
	D.	Board Officers Discussion.
VIII.	COVE	ENANT ENFORCEMENT/DESIGN REVIEW
	A.	
IV.	ADJO	URNMENT <u>THE NEXT REGULAR MEETING IS SCHEDULED FOR</u> <u>JUNE 7, 2024.</u>

#### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE SHERIDAN STATION WEST METROPOLITAN DISTRICT HELD **DECEMBER 8, 2023**

A Regular Meeting of the Board of Directors of the Sheridan Station West Metropolitan District (referred to hereafter as the "Board") was convened on Friday, December 8, 2023, at 10:00 a.m. This District Board meeting was held by videoconference via Zoom. The meeting was open to the public.

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

Zachary Nemeroff Sara Wright Ashley Begley Cathy Kulzer **Austin Frey** 

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

Peggy Ripko and David Solin; Special District Management Services, Inc. ("SDMS")

Jennifer L. Ivey, Esq.; Icenogle Seaver Pogue, P.C

**PUBLIC** COMMENT There were no public comments,

**DISCLOSURE OF** POTENTIAL/ **CONFLICTS OF INTEREST** 

**Disclosure of Potential Conflicts of Interest**: Ms. Ripko reported that disclosures of potential conflict of interest statements for each of the Directors were filed with the Secretary of State seventy-two hours in advance of the meeting. Ms. Ripko requested that the Directors consider whether they had any additional conflicts of interest to disclose. Ms. Ripko noted for the record that there were no new disclosures made by the Directors present at the meeting and incorporated for the record those applicable disclosures made by the Board Members prior to this meeting and in accordance with the statutes.

**QUORUM** 

**DECLARATION OF** Ms. Ripko, noting the presence of a quorum, called to order the regular meeting of the Board of Directors of Sheridan Station West Metropolitan District.

**ADMINISTRATIVE MATTERS** 

Agenda: Ms. Ripko reviewed with the Board the Agenda for the District's Regular Meeting.

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

<u>Meeting Location and Posting of Notices</u>: This District Board meeting was held by Zoom. Ms. Ripko noted that notice of the time, date, and location of the meeting was duly posted.

<u>Appointment of Officers</u>: The Board entered into discussion regarding the appointment of officers.

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

President Ashley Begley
Treasurer Zachary Nemeroff
Secretary Peggy Ripko
Assistant Secretary Sara Wright
Assistant Secretary
Assistant Secretary Austin Frey

<u>Minutes</u>: The Board reviewed the Minutes of the September 27, 2023, October 27, 2023, November 1, 2023 and November 8, 2023 Special Meetings.

Following discussion, upon motion duly made by Director Wright, seconded by Director Begley and, upon vote, carried with Directors Wright, Begley and Nemeroff voting "Yes" and Director Kulzer abstaining, the Board approved the Minutes of the September 27, 2023, October 27, 2023, November 1, 2023 and November 8, 2023 Special Meetings, as presented.

**2024 Annual Administrative Resolution:** Ms. Ivey presented to and reviewed with the Board a resolution, prepared annually to handle the District's ongoing operation and business. After review and discussion, upon motion by Director Wright, second by Director Begley, and unanimous vote, the Board of Directors approved the resolution including the election officers to the Board of Directors (*noted above*) and the following regular meeting date/location:

First Fridays of February, June, September, & December 2024, at 11:00 a.m., via online meeting; and Town Hall on April 10, 2024, at 6:00 p.m.., via online meeting.

<u>Publishing Monthly Newsletter</u>: The Board discussed publishing a monthly newsletter. No action was taken at this time.

Page 2

#### COMMUNITY MANAGEMENT

**Estimate from PST for Fence and Gate Repairs**: The Board reviewed the estimate from PST for fence and gate repairs. The Board instructed Ms. Ripko to request additional estimates. No action was taken.

Agreement from Environmental Designs, Inc. for 2024 Landscape Maintenance: The Board reviewed the Agreement from Environmental Designs, Inc. for 2024 Landscape Maintenance.

Following discussion, upon motion duly made by Director Wright, seconded by Director Kulzer and, upon vote, unanimously carried, the Board approved the Agreement from Environmental Designs, Inc. for 2024 Landscape Maintenance, subject to final legal review.

<u>Towing Agreement from Elite Towing and Recovery for Towing Services:</u> The Board reviewed a Towing Agreement from Elite Towing and Recovery for Towing Services.

Following discussion, upon motion duly made by Director Wright, seconded by Director Nemeroff and, upon vote, unanimously carried, the Board approved the Towing Agreement from Elite Towing and Recovery for Towing Services.

**Snow Removal Services Contractor**: The Board reviewed the Snow Removal Services Contractor.

Following discussion, upon motion duly made by Director Begley, seconded by Director Wright and, upon vote, unanimously carried, the Board approved continuing service with the current Snow Removal Services Contractor, Environmental Designs, LLC.

<u>Action Regarding Waste Management</u>: The Board discussed the concerns regarding Waste Management and adding no wide turn signs.

Following discussion, upon motion duly made by Director Begley, seconded by Director Wright and, upon vote, unanimously carried, the Board approved adding no wide turn signs and appointed Director Kulzer and Director Nemeroff as the committee.

**<u>District Parking Rules and Regulations</u>**: The Board reviewed the final Parking Rules and Regulations.

Following review and discussion, upon motion duly made by Director Kulzer, seconded by Director Nemeroff and, upon vote, unanimously carried, the Board approved final Parking rules and regulations, subject to the removal of sidewalks.

Page 3

## FINANCIAL MATTERS

**Payment of Claims**: The Board reviewed the payment of claims as follows:

Fund	od Ending t. 30, 2023	iod Ending . 31, 2023	Period Ending Nov. 30, 2023		
General	\$ 21,715.03	\$ 19,601.75	\$	22,957.67	
Debt	\$ -0-	\$ -0-	\$	-0-	
Capital	\$ -0-	\$	\$	-0-	
Total	\$ 21,715.03	\$ 19,601.75	\$	22,957.67	

Following discussion, upon motion duly made by Director Begley, seconded by Director Kulzer, and, upon vote, unanimously carried, the Board ratified the approval of the payment of claims, as presented.

<u>Unaudited Financial Statements</u>: The Board reviewed the Unaudited Financial Statements through the Period Ending September 30, 2023.

Following discussion, upon motion duly made by Director Kulzer, seconded by Director Wright, and, upon vote, unanimously carried, the Board accepted the Unaudited Financial Statements through the Period Ending September 30, 2023.

**2023 Audit**: The Board reviewed the engagement letter from Simmons & Wheeler, P.C. to perform the 2023 Audit.

Following discussion, upon motion duly made by Director Kulzer, seconded by Director Wright and, upon vote, unanimously carried, the Board approved the engagement of Simmons & Wheeler, P.C. to perform the 2023 Audit, for an amount not to exceed \$6,500.

**<u>2022 Budget Amendment Hearing</u>**: The President opened the public hearing to consider the Resolution to Amend the 2022 Budget and discuss related issues.

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

**2022 Budget Amendment Resolution:** Following review and discussion, Director Kulzer moved to adopt the Resolution to Amend the 2022 Budget, Director Begley seconded the motion and, upon vote, unanimously carried, the Board adopted the Resolution to Amend the 2022 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

**<u>2023 Budget Amendment Hearing</u>**: The President opened the public hearing to consider the Resolution to Amend the 2023 Budget and discuss related issues.

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

<u>2023 Budget Amendment Resolution</u>: Following review and discussion, Director Kulzer moved to adopt the Resolution to Amend the 2023 Budget, Director Begley seconded the motion and, upon vote, unanimously carried, the Board adopted the Resolution to Amend the 2023 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

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

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

Ms. Ripko reviewed the estimated 2023 expenditures and the proposed 2024 expenditures with the Board.

2024 Budget Resolution: Following discussion, the Board considered the adoption of Resolution No. 2023-12-02 to Adopt the 2024 Budget, which includes an increase in the District's O&M Fees as originally adopted by Resolution No. 2018-08-04 to \$50.00 per month, and Appropriate Sums of Money and Resolution No. 2023-12-03 to Set Mill Levies (for the General Fund at 24.000 mills and the Debt Service Fund at 63.896 mills, and Abatement at 0.167 for a total of 88.063 mills). Upon motion duly made by Director Kulzer, seconded by Director Begley and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the County on or before December 10, 2023. Ms. Ripko was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners of Jefferson County. Ms. Ripko was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 31, 2024. Copies of the adopted Resolutions are attached to these Minutes and incorporated herein by this reference.

#### **LEGAL MATTERS**

<u>First Supplemental Indenture of Trust</u>: The Board reviewed the First Supplemental Indenture of Trust (Subordinate) relating to the District's Subordinate Limited Tax General Obligation Bonds, Series 2022B(3).

	Following discussion, upon motion duly made by Director Kulzer, seconded by Director Begley, and, upon vote, unanimously carried, the Board approved the First Supplemental Indenture of Trust (Subordinate) relating to the District's Subordinate Limited Tax General Obligation Bonds, Series 2022B(3).
CAPITAL PROJECT MATTERS	There were no capital project matters.
OTHER BUSINESS	<b>Board Member Comments</b> : The Board tabled this discussion.
	<b>Board Mission Statement</b> : The Board tabled this discussion.
	<u>Improvements to District Website</u> : The Board tabled this discussion.
COVENANT ENFORCEMENT/ DESIGN REVIEW	Resolution Adopting an Amended Covenant Enforcement Policy: Ms. Ivey reported that no revisions were required at this time to the Covenant Enforcement Policy.
	Resolution Adopting Amended Design Guidelines Rules and Regulations: The Board reviewed the Resolution Adopting Amended Design Guidelines Rules and Regulations.
	Following discussion, upon motion duly made by Director Kulzer, seconded by Director Begley, and, upon vote, unanimously carried, the Board adopted the Resolution Adopting Amended Design Guidelines Rules and Regulations.
OTHER MATTERS	The Board acknowledged the New Rate Structure from Special District Management Services, Inc. and the Rate Increase from Icenogle Seaver Pogue, P.C.
<u>ADJOURNMENT</u>	There being no further business to come before the Board at this time, upon motion duly made by Director Begley, seconded by Director Wright and upon vote, unanimously carried, the meeting was adjourned.
	Respectfully submitted,
	By Secretary for the Meeting



# landscape services

#### ENVIRONMENTAL DESIGNS, LLC

www.environmentaldesigns.com

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

#### LANDSCAPE MAINTENANCE AGREEMENT

EDLLC Contact: Eric VanLaren

Project Name:

Sheridan Station West Metropolitan

District

Project Address 1045 Depew St., Lakewood, CO 80214

Proposal #: Effective Date: 111126

January 1, 2024

Client

Termination Date: December 31, 2024

THIS LANDSCAPE MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of 1/1/2024 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Sheridan Station West Metropolitan District (the "Client"). The Client and Contractor agree as follows:

#### 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, and tools 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.

B. The Contractor shall commence work on the Effective Date and shall expire on the Termination Date unless sooner terminated as provided in this Agreement.

#### 2. GENERAL PROVISIONS

- A. The Contractor shall be responsible for any damages caused by his work force while performing the requirements of this Agreement. The Contractor shall provide Labor and Materials for the repair or replacement of these damages.
- B. Once executed, this document shall become a contract between Client and 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 contract between Client and Contractor.
- C. This Agreement constitutes the entire contract between the Client and Contractor, and any prior agreements pertaining thereto, whether verbal or written, have been merged and integrated into this contract. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the parties, or enforceable unless made in writing and signed by both the Client and an authorized agent of Contractor. Any obligation in this Agreement that, by its terms, is intended to be performed after completion shall survive the same.

#### 3. TERMINATION

- A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination.
- B. Contractor and Client agree that the work performed is proportionally greater during the growing season. In the event of termination full payment for actual services performed or materials provided become due and payable on or before date of termination. In the event of pre-payment of services or materials not performed or provided, a refund will be due and payable to Client on termination date.
- C. In the event that Contractor cannot secure an adequate labor force to perform the work as outline within this agreement, at the sole discretion of Contractor, Contractor may cancel this agreement without penalty from Client subject to notification as outlined above.
- D. If payment for services rendered is delinquent by thirty (30) days or more, Contractor reserves the right to suspend services until the account is made current without any breach of contract.

#### INSURANCE

**EDLLC** 

A. During the term of this agreement, Contractor shall maintain general liability insurance, automobile liability insurance, employer's liability and workers compensation insurance covering its activities in connection with the Work. Such insurance shall be in commercially reasonable amounts and evidence of such insurance will be provided to Client upon request.

Sheridan Station West Metro District Page 1 of 4 11/14/2023 9:20:01 AM

#### ADDITIONAL SERVICES AVAILABLE

A. Should any additional services be necessary and should Client desire Contractor to perform such or any other additional work requested by Client, Client may direct Contractor to make changes, additions, and deletions to the Work, which shall be documented in a written "Change Order" executed by duly authorized representatives of both Client and Contractor. Contractor shall promptly proceed in compliance therewith. Contractor shall submit, in writing, any claim for payment for the additional work authorized pursuant to a written Change Order executed by both Client and Contractor. Additional work and or services authorized by a duly executed Change Order will be billed separately, and all payments are due upon receipt. The performance of, and the payment for additional services authorized by a duly executed Change Order will be subject to all of the terms and conditions of this Agreement.

- B. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:
  - 1. Full Landscape Design Services by in house Architects and Designers.
  - 2. All sizes of landscape construction projects, both residential and commercial.
  - 3. Irrigation system design, installation, and service.
  - 4. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, deckscapes, etc.
  - 5. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
  - 6. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
  - 7. Full Arbor Services including tree pruning, tree removal, and stump grinding.
  - 8. Estate Maintenance Programs
  - 9. Native Grass and Field Mowing
  - 10. Holiday Lighting and Decoration

#### LIMITED WARRANTY

A. Contractor warrants that its workmanship on all installations and repairs shall be performed in a good and workmanlike manner, and to be in accordance with generally accepted practices for similar services; and that any parts repaired or replaced by Contractor will be free from defects in workmanship until the end of this Agreement or for thirty (30) days, whichever is earlier. Client acknowledges that Contractor is NOT the manufacturer of the installed materials and equipment, and that Contractor makes no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability other than as set forth in the preceding paragraph. Client agrees to look solely to such manufacturer to remedy any alleged deficiency in the installed materials and equipment and damages related directly or indirectly thereto. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES ON THE MATERIALS FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 7. PAYMENT SCHEDULE

A. All payments are to be made on or before that last day of each month. Billing cycle will be processed on the first for services performed for that month. Time and material charges will be invoiced separately and will be due NET 30 from date of invoice.

- B. Payments past due fifteen (15) days shall incur a finance charge of 1.5% per month (18% per anum). Contractor or its assignee shall be entitled to collect all reasonable costs and expenses of collection, including, but not limited to, reasonable attorney fees.
- C. In consideration for the Contractor's performance of the Work included in this Agreement and before any Additional Services Addendums, if any, the Client will pay the Contractor as follows:

12 Monthly Installments of: \$1,465.79
Starting: January 2024
Ending: December 2024
Total Contract Price: \$17,589.44

- D. In the event that the average fuel price index, as found on http://www.denvergasprices.com, reach or exceed \$4.00 per gallon, a fuel surcharge of 3% will be applied to all invoices associated with this Agreement until fuel prices drop below the aforementioned benchmark price, said surcharge shall increase 3% for every \$0.50 increase above the benchmark price of \$4.00 per gallon.
- RESERVED.

**EDLLC** 

ACCEPTANCE

ENVIRONMENTAL DESIGNS, LLC 12511 E. 112th. Avenue Henderson, CO 80640 303-287-9113 Sheridan Station West Metropolitan District c/o SDMS 141 Union Blvd., Suite 150 Lakewood, CO 802228 303-987-0835 x 237

Contractor Signature	Date	Client Signature	Date
Printed Name		Printed Name	

Landscape Maintenance Agreement

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

#### Weekly Services

#### Frequency included in this Agreement

26

Weekly Services shall include the weekly monitoring of landscape areas for loose trash and debris, trimming of turf areas where necessary, weed control in beds, blowing of grass clippings from walks, porches, and curb lines, and mowing of all turf areas to a height of 3"-4" from May to September and twice monthly in April and October. Steel-blade edging along sidewalks and curbs will be performed bi-monthly from April to October.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

#### Aeration - Spring

#### Frequency included in this Agreement

1

A core aeration of all turf areas shall be performed in the Spring to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.

#### Fertilization - Spring Turf

#### Frequency included in this Agreement

1

Spring Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to a strong "green up" during the spring, and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season. The Spring Fertilization application of fertilizer is coupled with a granular pre-emergent weed control to mitigate germination of weeds in turf areas. Thus, reducing the overall volume of weeds to be controlled with a broadleaf herbicide.

#### Fertilization - Summer Turf

#### Frequency included in this Agreement

1

Summer Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the hot summer season and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season.

#### Spring Leaf & Debris Clean-up

#### Frequency included in this Agreement

1

Spring Leaf & Debris Clean-up consists of the cleaning of any leftover leaves, bed maintenance, and edging along sidewalks and hardscape as needed.

#### Fall Leaf & Debris Clean-up

#### Frequency included in this Agreement

1

Fall Leaf and Debris Clean-up includes the raking or blowing of leaves and removal from landscape areas after all of the leaves have fallen from the trees and shrubs on the property. All leaves and debris will be disposed of off site.

#### Prune / Cutback Grasses & Perennials

#### Frequency included in this Agreement

1

Prune / Cutback Grasses & Perennials includes the late winter or early spring cutting of the Ornamental Grasses and Perennials to promote healthy growth in the next growing season.

#### Prune Trees & Shrubs

#### Frequency included in this Agreement

1

This service includes the one-time pruning of all shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) on site at the appropriate time during the growing season to accommodate normal growing habits. This includes the removal of nuisance growth and site restrictions. Large tree trimming and removal, rejuvenation pruning, full removal of dead and/or dying branches & limbs, and other major pruning projects are available upon request under separate bid.

#### Prune Trees & Shrubs - Touchup

#### Frequency included in this Agreement

3

This service includes additional rounds of selective pruning of nuisance growth and site restrictions on shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) on site.

#### Irrigation Activation

#### Frequency included in this Agreement

- 1

This service includes the activation of the irrigation system and a full system check. If any repairs are necessary to complete the activation of the irrigation system, a proposal for said repairs will be delivered for approval. Any delay in approving Spring Activation Repairs may result in a delay in fully activating the irrigation system.

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

#### Irrigation Checks - Bi-Weekly

#### Frequency included in this Agreement

14

This service includes a full system check as necessary up to every other week during the growing season. This service includes checking the entire system for proper operation, the minor adjustment of irrigation heads, clearing plugged nozzles, and Irrigation Timer adjustments. In the event of a non-operable condition not caused by the Contractor's Mowing Operations, any irrigation system repairs necessary will be corrected and billed at \$80.00 per man hour plus materials and machine if necessary. This includes raising and lowering irrigation heads, clearing of plugged lines, replacement of broken or missing irrigation heads, redesign work, additions, valve locating, Irrigation Timer repairs and replacements, toning or tracing wires, and anything that requires digging or excavation.

Contractor provides 24-Hour Emergency Service with a two hour minimum billed as outlined above.

#### Irrigation Winterization

#### Frequency included in this Agreement

1

This service includes a fully system shutdown and Winterization.

#### Pre-Emergent Application-Beds/Parking

#### Frequency included in this Agreement

1

This service includes the spraying of a Pre-Emergent Weed Control Pesticide on all beds and cracks in the adjacent walks and parking areas.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

#### **Broadleaf Application Round 1**

#### Frequency included in this Agreement

1

This service includes one broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

#### **Broadleaf Application Round 2**

#### Frequency included in this Agreement

1

This service includes one spot spray or full broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas as needed.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

Commercial Applicators are licensed by the Colorado Department of Agriculture.

#### Winter Services

#### Frequency included in this Agreement

24

Winter Services are included under this Agreement and shall consist of a weekly policing of the property for removal of loose trash & debris.

#### Additional Services Addendums

In the event that Client and Contractor mutually agree in writing duly authorized and executed by both parties to add Additional Services to this Agreement, those Additional Services shall be attached hereto as an Addendum to this Exhibit A and if executed properly shall be incorporated into the Scope of Services (the "Work") and any fees and terms of the executed Addendum shall be incorporated into this Agreement.



Tolo Aria <tolo.aria@gmail.com>

#### **USPS Case Confirmation For Service Request 58224814**

**USPS Customer Support** <uspscustomersupport@usps.gov> To: "tolo.aria@gmail.com" <tolo.aria@gmail.com>

We



Dear Tolo Aria,

Thank you for contacting the United States Postal Service® and taking the time to share your concerns with us.

Your inquiry has been processed and assigned to Service Request #58224814 and has been forwarded to the appropriate management team for research and response.

We invite you to visit our Frequently Asked Questions page at: https://faq.usps.com/s/ for help with your future mailing and shipping needs.

Thank you again for bringing this to our attention, and for your patience while we investigate this matter.

Regards,

**USPS** 

ref:!00Dj00GyYH.!500BY01eGRU:ref

00Xt0000000111IEAS

### Sheridan Station West Metropolitan District December-23

Vendor	Invoice # 80144734	Date 11/29/2023	Due Date 12/29/2023	Ś	Amount 155.61	Expense Account Billing and Meter Reading	Account Number 1721
Badger Meter Consolidated Mutual Water	1000041517 December 2023	12/14/2023	12/14/2023	\$	33.70	Utilities	1710
Consolidated Mutual Water	1000041506 December 2023	12/14/2023	12/14/2023	\$	24.90	Utilities	1710
Consolidated Mutual Water	Dec-23	12/14/2023	12/14/2023	\$	4,374.30	Utilities	1710
Diversified Underground, Inc.	28843	11/30/2023	12/30/2023	\$	5.00	Miscellaneous	1685
Environmental Designs, Inc.	174978	12/1/2023	12/31/2023	\$	1,415.88	Landscape Maintenance	1651
Icenogle Seaver Pogue, P.C.	24697	11/30/2023	11/30/2023	\$	6,346.50	Legal	1675
Kline Alvarado Veio, P.C.	12/21/2023	12/21/2023	12/21/2023	\$	4,517.50	Legal	1675
Pet Scoop	513031	11/30/2023	12/30/2023	\$	358.00	Repair and Maintenance	1650
Special Dist Management Srvs	Nov-23	11/30/2023	11/30/2023	\$	256.00	Election	1635
Special Dist Management Srvs	Nov-23	11/30/2023	11/30/2023	\$	293.05	Miscellaneous	1685
Special Dist Management Srvs	Nov-23	11/30/2023	11/30/2023	\$	3,560.00	Management	1680
Special Dist Management Srvs	Nov-23	11/30/2023	11/30/2023	\$	615.60	Billing and Meter Reading	1721
Special Dist Management Srvs	Nov-23	11/30/2023	11/30/2023	\$	2,743.20	Covenant Control	1695
Special Dist Management Srvs	Nov-23	11/30/2023	11/30/2023	\$	1,908.80	Accounting	1690
UNCC	223111351	11/30/2023	11/30/2023	\$	1.29	Miscellaneous	1685
Xcel Energy	855175831	11/30/2023	11/30/2023	\$	177.42	Utilities	1710
Xpress Bill Pay, Inc	INV-XPR006917	11/30/2023	12/5/2023	\$	107.44	Billing and Meter Reading	1721

\$ 26,894.19

## Sheridan Station West Metropolitan District December-23

	General	Debt		Capital	Totals
Disbursements	\$ 26,609.33				\$ 26,609.33
Xcel	177.42				177.42
Xpress Bill Pay	107.44		-		107.44
<b>Total Disbursements from Checking Acct</b>	\$ 26,894.19	\$	-	\$ 	\$ 26,894.19

#### Sheridan Station West Metropolitan District January-24

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Altitude Community Law P.C.	901789	11/21/2023	11/21/2023	\$ 2,343.00	Legal	1675
Altitude Community Law P.C.	903636	12/21/2023	12/21/2023	\$ 1,780.50	Legal	1675
Badger Meter	80147456	12/28/2023	1/27/2024	\$ 155.61	Billing and Meter Reading	1721
Consolidated Mutual Water	1000041506 January 2024	1/15/2024	1/15/2024	\$ 24.90	Utilities	1710
Consolidated Mutual Water	1000041517 January 2024	1/15/2024	1/15/2024	\$ 33.70	Utilities	1710
Consolidated Mutual Water	Jan-24	1/15/2024	1/15/2024	\$ 4,386.10	Utilities	1710
Environmental Designs, Inc.	CD50364714	12/22/2023	1/21/2024	\$ 3,565.00	Snow Removal	1672
Environmental Designs, Inc.	CD50370581	1/11/2024	2/10/2024	\$ 320.00	Snow Removal	1672
Icenogle Seaver Pogue, P.C.	24918	12/31/2023	12/31/2023	\$ 4,443.50	Legal	1675
Pet Scoop	518641	12/31/2023	1/15/2024	\$ 402.75	Repair and Maintenance	1650
Special Dist Management Srvs	Dec-23	12/31/2023	12/31/2023	\$ 64.00	Election	1635
Special Dist Management Srvs	Dec-23	12/31/2023	12/31/2023	\$ 142.32	Miscellaneous	1685
Special Dist Management Srvs	Dec-23	12/31/2023	12/31/2023	\$ 2,804.70	Management	1680
Special Dist Management Srvs	Dec-23	12/31/2023	12/31/2023	\$ 486.40	Billing and Meter Reading	1721
Special Dist Management Srvs	Dec-23	12/31/2023	12/31/2023	\$ 2,289.60	Covenant Control	1695
Special Dist Management Srvs	Dec-23	12/31/2023	12/31/2023	\$ 1,616.40	Accounting	1690
Xcel Energy	859100779	12/29/2023	12/29/2023	\$ 85.99	Utilities	1710
Xpress Bill Pay, Inc	INV-XPR007734	12/31/2023	1/5/2024	\$ 106.62	Billing and Meter Reading	1721

\$ 25,051.09

#### Sheridan Station West Metropolitan District January-24

	General		Debt	Debt Ca		Totals
Disbursements	\$	24,858.48				\$ 24,858.48
Xcel		85.99				85.99
Xpress Bill Pay		106.62	-			106.62
<b>Total Disbursements from Checking Acct</b>	\$	25,051.09	\$ -	\$	-	\$ 25,051.09

### Sheridan Station West Metropolitan District January-24

Vendor	Invoice #	Date	<b>Due Date</b>	Amount	Expense Account	Account Number
Kline Alvarado Veio, P.C.	9/28/2023	9/28/2023	9/28/2023	\$ 1,368.50	Legal	1675
				\$ 1,368.50		

#### Sheridan Station West Metropolitan District January-24

	General			Debt	Capital			Totals
Disbursements	\$	1,368.50					\$	1,368.50
Xcel								-
Xpress Bill Pay				-				
Total Disbursements from Checking Acct	\$	1,368.50	\$		\$		\$	1,368.50

#### Sheridan Station West Metropolitan District Schedule of Cash Position December 31, 2023

	Rate	Operating		Debt Service		Capital Projects		Total	
Checking:									
Cash in Bank-1st Bank Xpress Deposit Account		\$	62,443.66 6,908.32	\$	13,356.87 -	\$	-	\$	75,800.53 6,908.32
Trustee: 2022 Sub Interest Fund			-		1,643.04		-		1,643.04
TOTAL FUNDS:		\$	69,351.98	\$	14,999.91	\$	-	\$	84,351.89

#### 2023 Mill Levy Information

 General Fund
 22.154

 Debt Service Fund
 44.532

 Total
 66.686

#### **Board of Directors**

Zachary Nemeroff Sara Wright Austin Frey Ashley Begley Cathy Kulzer

<sup>\*</sup>authorized signer on checking account

Sheridan Station West Metropolitan District FINANCIAL STATEMENTS

December 31, 2023

## Sheridan Station West Metropolitan District COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS December 31, 2023

	G	ENERAL		DEBT ERVICE		CAPITAL PROJECTS		FIXED ASSETS		LONG-TERM DEBT		TOTAL	
Assets													
Cash in Bank-1st Bank	\$	62,444	\$	13,357	\$	-	\$	-	\$	-	\$	75,801	
Xpress Deposit Account		6,908		-		-		-		-		6,908	
2022 Sub Interest Fund		-		1,643		-		-		-		1,643	
Property Taxes Receivable		79		160		-		-		-		239	
Accounts Receivable		39,225		-		-		-		-		39,225	
Prepaid Expenses		3,366		-		-		-		-		3,366	
Due from Other Funds		15,000		-		-		-		-		15,000	
Total Current Assets		127,022		15,160				-		-		142,182	
Other Debits													
Amount in Debt Service Fund		-		-		-		-		(0)		(0)	
Amount to be Provided for Debt		-		-		-		-		7,612,834		7,612,834	
Total Other Debits		-						-		7,612,833		7,612,833	
Capital Assets													
Fixed Assets		-		-		-		5,717,234		-		5,717,234	
Total Capital Assets		-		-		-		5,717,234		-		5,717,234	
Total Assets	\$	127,022	\$	15,160	\$	-	\$	5,717,234	\$	7,612,833	\$	13,472,250	
Liabilities													
Due to Other Funds	\$	_	\$	15,000	\$	_	\$	-	\$	_	\$	15,000	
Developer Advance - Operations	·	-	·	-	•	_	•	_	,	248,362	•	248,362	
Accrued Interest - Operations		-		_		_		_		79,926		79,926	
Developer Advance - Capital		-		-		-		-		1,218,168		1,218,168	
Accrued Interest - Capital		-		-		-		-		279,370		279,370	
2022A-1 Loan Payable		-		-		-		-		3,365,000		3,365,000	
2022A-2 Loan Payable		-		-		-		-		615,000		615,000	
2022B Loan Payable		-		-		-		-		1,614,000		1,614,000	
2022B Accrued Interest Payable		-		-		-		-		193,008		193,008	
Total Liabilities				15,000		-				7,612,833		7,627,833	
Deferred Inflows of Resources													
Deferred Property Taxes		79		160		-		-		-		239	
Total Deferred Inflows of Resources		79		160				_		-		239	
Fund Polones													
Fund Balance Investment in Fixed Assets								5,717,234				5 717 994	
investment in Fixed Assets		-		-		-		5,717,234		-		5,717,234	
Fund Balance		71,804		9,256		_		=		_		81,060	
Current Year Earnings		55,139		(9,256)		_		_				45,883	
Outfork Tear Earnings		55,155		(3,230)		-		-		-		+3,003	
Total Fund Balances		126,943		(0)		-				-		5,844,177	
Total Liabilities Defensed Inflores of December													
Total Liabilities, Deferred Inflows of Resources and Fund Balance	\$	127,022	\$	15,160	\$		\$	5,717,234	\$	7,612,833	\$	13,472,250	

Page 1 1/9/2024

## Sheridan Station West Metropolitan District Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual For the 12 Months Ending December 31, 2023

General Fund

	Period Actual YTD Actual		Budget	Favorable (Unfavorable) Variance	% of Budget	
Revenues						
Property Tax Revenue Specific Ownership Taxes Operations and Maintenance Fee Metered Services - Water Non-metered services Other Billing & Service Fees Interest Income Miscellaneous Income	\$ 563 698 27,300 24,672 3,276 670 154	\$ 118,692 6,467 109,414 76,679 13,152 3,003 165 3,808	\$ 118,771 7,126 109,200 75,000 13,300 4,000 2,000 1,000	\$ (79) (659) 214 1,679 (148) (997) (1,835) 2,808	99.9% 90.7% 100.2% 102.2% 98.9% 75.1% 8.2% 380.8%	
Total Revenues	57,333	331,379	330,397	982	100.3%	
Expenditures						
Audit Election Repair and Maintenance Landscape Maintenance Landscape Enhancements Insurance/SDA Dues Snow Removal Legal Management Miscellaneous Accounting Covenant Control Treasurer's Fees Utilities Billing and Meter Reading Contingency  Excess (Deficiency) of Revenues	256 1,576 4,248 - - 21,889 9,961 1,832 5,966 6,534 6 15,332 2,836 -	3,024 11,148 17,200 6,876 3,798 23,405 47,801 30,606 7,127 17,959 22,248 1,778 56,977 12,737	4,800 15,000 20,000 16,500 15,000 4,500 60,000 26,000 19,500 5,000 15,200 14,300 1,782 58,000 13,000 30,000	4,800 11,976 8,852 (700) 8,124 702 36,595 (21,801) (11,106) (2,127) (2,759) (7,948) 4 1,023 263 30,000	0.0% 20.2% 55.7% 104.2% 45.8% 84.4% 39.0% 183.8% 157.0% 142.5% 118.2% 99.8% 99.8% 90.0%  82.5%	
Over Expenditures	(13,101)	68,695	11,815	56,880		
Other Financing Sources (Uses)						
Transfer to Debt Service Fund Emergency Reserve	(13,556)	(13,556) -	- (9,912)	(13,556) 9,912		
Total Other Financing Sources (Uses)	(13,556)	(13,556)	(9,912)	(3,644)		
Change in Fund Balance	(26,657)	55,139	1,903	53,236		
Beginning Fund Balance	153,600	71,804	84,559	(12,755)		
Ending Fund Balance	\$ 126,943	\$ 126,943	\$ 86,462	\$ 40,481		

Page 2 1/9/2024

## Sheridan Station West Metropolitan District Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual Debt Service Fund

## For the 12 Months Ending December 31, 2023

	Perio	riod Actual YTD Actual		Budget		(Uı	Favorable nfavorable) Variance	% of Budget	
Revenues									
Property Tax Revenue Specific Ownership Tax	\$	1,131 1,403	\$	238,583 12,999	\$	238,743 14,325	\$	(160) (1,326)	99.9% 90.7%
Interest Income		16		76		2,500		(2,424)	3.1%
Total Revenues		2,550		251,659		255,568		(3,909)	98.5%
Expenditures									
2022A-1 Bond Principal		115,000		115,000		35,000		(80,000)	328.6%
2022A-1 Bond Interest		44,477		108,924		215,400		106,476	50.6%
2022A-2 Bond Principal 2022A-2 Bond Interest		23,000 19,969		23,000 19,969		-		(23,000) (19,969)	<u>-</u>
Paying Agent Fees		19,909		4,003		6,750		2,747	59.3%
Miscellaneous		-		-		5,000		5,000	0.0%
Treasurer's Fees		12		3,574		3,581		7	99.8%
Total Expenditures		202,460		274,471		265,731		(8,740)	103.3%
Excess (Deficiency) of Revenues									
Over Expenditures		(199,909)		(22,812)		(10,163)		(12,649)	
Transfers and Other Sources (Uses)									
Transfer from General Fund		13,556		13,556		-		13,556	
Total Transfers and Other Sources (	l	13,556		13,556				13,556	
Change in Fund Balance		(186,353)		(9,256)		(10,163)		907	
Beginning Fund Balance		186,353		9,256		3,893,992		(3,884,736)	
Ending Fund Balance	\$	(0)	\$	(0)	\$	3,883,829	\$	(3,883,829)	

Page 3 1/9/2024

# Sheridan Station West Metropolitan District Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual For the 12 Months Ending, December 31, 2023 Capital Projects Fund

	Period Actual YTD Actual		Actual	E	Budget	Fa (Unf Va	% of Budget		
Expenditures									
Legal Management	\$	- -	\$	- -	\$	21,000 6,600	\$	21,000 6,600	0.0% 0.0%
Total Expenditures		-		-		27,600		27,600	
Excess (Deficiency) of Revenues Over Expenditures		-		-		(27,600)		27,600	
Beginning Fund Balance		-		-		-		-	
Ending Fund Balance	\$	-	\$	-	\$	(27,600)	\$	27,600	

Page 4 1/9/2024