

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

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Douglas Elenowitz	President	2023/May 2023
Scott M. Watkins	Treasurer	2023/May 2023
Paul Malone	Assistant Secretary	2023/May 2023
Ashley Begley	Assistant Secretary	2025/May 2025
Mitchell Paur	Assistant Secretary	2025/May 2025
Peggy Ripko	Secretary	

DATE: March 28, 2023

TIME: 3:00 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=V3RnRGRtWkRyUIZZc1VMWTJFZjFHdz09>

Meeting ID: 862 6755 0643

Passcode: 987572

Dial In: 1-719-359-4580

I. 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.

C. Consider Approval of Minutes of the December 9, 2022 Regular Meeting (enclosure).

III. COMMUNITY MANAGEMENT

A. Update regarding towing operations and towing enforcement (enclosure).

B. Discuss updates to District rules and regulations and consider approval.

C. Discuss 5527 West 11th Place parking complaints.

D. Consider ratification of landscape construction agreement for tree replacement with Environmental Designs, Inc. (enclosure).

E. Consider ratification of work order contract with Pet Scoop Inc. for dog station maintenance services (enclosure).

IV. FINANCIAL MATTERS

A. _____

V. LEGAL MATTERS

VI. CAPITAL PROJECT MATTERS

B. _____

VII. OTHER BUSINESS

A. _____

VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 9, 2023.**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE SHERIDAN STATION WEST METROPOLITAN DISTRICT HELD DECEMBER 9, 2022

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 9, 2022, 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:

Douglas Elenowitz, President (*for a portion of the meeting*)
Scott Watkins, Treasurer
Ashley Begley, Assistant Secretary
Mitchell Paur, Assistant Secretary

Following discussion, upon motion duly made by Director Elenowitz, seconded by Director Begley and, upon vote, unanimously carried, the absence of Director Malone was excused.

Also In Attendance Were:

Peggy Ripko; Special District Management Services, Inc. (“SDMS”)

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

Bill Banach, Dustin Kia and Cameron Krese; Residents

**PUBLIC
COMMENTS**

There were no public comments.

**DISCLOSURE OF
POTENTIAL/
CONFLICTS OF
INTEREST**

Disclosure of Potential Conflicts of Interest: Attorney Ivey 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.

RECORD OF PROCEEDINGS

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 Elenowitz, seconded by Director Begley and, upon vote, unanimously carried, the Board approved the Agenda, as presented.

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

Minutes: The Board reviewed the Minutes of the June 10, 2022 Regular Meeting and the October 3, 2022 Special Meeting.

Following discussion, upon motion duly made by Director Watkins, seconded by Director Elenowitz and, upon vote, unanimously carried, the Board approved the Minutes of the June 10, 2022 Regular Meeting and the October 3, 2022 Special Meeting, as presented.

Appointment of Officers: The Board entered into discussion regarding the appointment of officers.

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

President	Douglas Elenowitz
Treasurer	Scott M. Watkins
Secretary	Peggy Ripko
Assistant Secretary	Mitchell Paur
Assistant Secretary	Paul Malone
Assistant Secretary	Ashley Begley

Regular Meeting Date/Location: The Board discussed the regular meeting dates and time.

Following discussion, upon motion duly made by Director Watkins, seconded by Director Begley and, upon vote, unanimously carried, the Board determined to meet on June 9 and December 8, 2023, at 10:00 a.m., via Zoom.

Preparation of 2024 Budget: The Board considered the appointment of the District Accountant to prepare the 2024 Budget.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Watkins, seconded by Director Begley and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2024 Budget.

COMMUNITY MANAGEMENT

Community Manager's Report: Ms. Ripko discussed with the Board the Community Manager's Report.

Discussion of Implementation of Towing Operations: Ms. Ripko discussed with the Board the Implementation of Towing Operations.

Transferring West Line Village Website to the District: Ms. Ripko reported to the Board that the transfer had not occurred and will be deducting SDMS fees to make up for the extended time to host.

Engineering Requirements for ARC Approvals Related to Drainage Matters: No discussion was needed.

Proposal from Environmental Designs, Inc. for 2023 Landscape Maintenance Services: The Board discussed a proposal from Environmental Designs, Inc. for 2023 landscape maintenance services.

Following discussion, upon motion duly made by Director Watkins, seconded by Director Elenowitz and, upon vote, unanimously carried, the Board approved the engagement of Environmental Designs, Inc. for 2023 landscape maintenance services.

Proposal from Environmental Designs, Inc. for 2022/2023 Snow Removal Services: The Board discussed a proposal from Environmental Designs, Inc. for 2022/2023 snow removal services.

Following discussion, upon motion duly made by Director Elenowitz, seconded by Director Watkins and, upon vote, unanimously carried, the Board approved the engagement of Environmental Designs, Inc., for 2022/2023 snow removal services.

Proposal from Environmental Designs, Inc. for Landscape Enhancements: The Board discussed a proposal from Environmental Designs, Inc. for landscape enhancement.

Following discussion, upon motion duly made by Director Watkins, seconded by Director Elenowitz and, upon vote, unanimously carried, the Board approved the engagement of Environmental Designs, Inc. for landscape enhancement.

RECORD OF PROCEEDINGS

Proposal from Altitude Community Law for Legal Services: The Board discussed the proposal from Altitude Community Law for Legal Services related to covenant enforcement matters.

Following review and discussion, upon motion duly made by Director Watkins, seconded by Director Paur and, upon vote, unanimously carried, the Board approved the proposal from Altitude Community Law for Legal Services related to covenant enforcement matters.

District Rules and Regulations: The Board reviewed in detail the proposed update to the District rules and regulations and provided additional revisions and direction to management.

Following review and discussion, upon motion duly made by Director Begley, seconded by Director Watkins and, upon vote, unanimously carried, the Board approved the updates to the District rules and regulations and revised and pending additional changes management was directed to incorporate and circulate to the Board for review.

FINANCIAL MATTERS

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

Fund	Period Ending Oct. 31, 2022	Period Ending Nov. 30, 2022
General	\$ 28,767.71	\$ 12,715.66
Debt	\$ -0-	\$ -0-
Capital	\$ -0-	\$
Total	\$ 28,767.71	\$ 12,715.66

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

Unaudited Financial Statements: The Board reviewed the Unaudited Financial Statements through the Period Ending September 30, 2022.

Following discussion, upon motion duly made by Director Elenowitz, seconded by Director Begley, and, upon vote, unanimously carried, the Board accepted the Unaudited Financial Statements through the Period Ending September 30, 2022.

2022 Audit: The Board reviewed the engagement letter from Simmons & Wheeler, P.C. to perform the 2022 Audit.

Following discussion, upon motion duly made by Director Watkins, seconded by Director Paur and, upon vote, unanimously carried, the Board approved the

RECORD OF PROCEEDINGS

engagement of Simmons & Wheeler, P.C. to perform the 2022 Audit, for an amount not to exceed \$4,800.

2021 Audited Financial Statements: The Board reviewed the 2021 Audited Financial Statements and Representations Letter.

Following discussion, upon motion duly made by Director Begley, seconded by Director Watkins and, upon vote, unanimously carried, the Board ratified the approval of the 2021 Audited Financial Statements and Representations Letter.

2022 Budget Amendment Hearing: 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 Watkins moved to adopt the Resolution to Amend the 2022 Budget, Director Elenowitz 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.

2023 Budget Hearing: The President opened the public hearing to consider the proposed 2023 Budget and discuss related issues.

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

Ms. Ripko reviewed the estimated 2022 expenditures and the proposed 2023 expenditures with the Board.

2023 Budget Resolution: Following discussion, the Board considered the adoption of Resolution No. 2022-12-02 to Adopt the 2023 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. 2022-12-03 to Set Mill Levies (for the General Fund at 22.154 mills and the Debt Service Fund at 44.532 mills, for a total of 66.686 mills). Upon motion duly made by Director Watkins, seconded by Director Elenowitz and, upon vote, unanimously carried, the Resolutions

RECORD OF PROCEEDINGS

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, not later than December 15, 2023. Ms. Ripko was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 31, 2023. Copies of the adopted Resolutions are attached to these Minutes and incorporated herein by this reference.

LEGAL MATTERS

Resolution Calling the May 2, 2023 Regular Election: Attorney Ivey presented to and reviewed with the Board the 2023 Regular Special District Election Resolution.

Following discussion, upon motion duly made by Director Elenowitz, seconded by Director Begley and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-12-04 Calling the May 2, 2023 Regular Election and appointed Peggy Ripko as the Designated Election Official and authorized her to perform all tasks required for the May 2, 2023 Regular Election of the Board of Directors for the conduct of a mail ballot election. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

Legislative Report

2022 Legislative Memorandum: Attorney Ivey reviewed with the Board the 2022 Legislative Memorandum.

SB 21-262 Website Compliance: Attorney Ivey reviewed with the Board the SB 21-262 Website Compliance.

OTHER MATTERS

There were no other matters to discuss at this time.

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

From: [Peggy Ripko](#)
To: [Alysia Padilla](#)
Subject: FW: 5527 11th Place Request
Date: Tuesday, March 14, 2023 8:03:17 AM

Next Board meeting please

Peggy Ripko
District Manager & Community Management Division Manager
Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
pripko@sdmsi.com
Phone: 303-987-0835

The information contained in this electronic communication and any document attached hereto or transmitted herewith is confidential and intended for the exclusive use of the individual or entity named above. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any examination, use, dissemination, distribution or copying of this communication or any part thereof is strictly prohibited. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy this communication. Thank you.

From: Ashley Begley <ashleylbegley@gmail.com>
Sent: Monday, March 13, 2023 8:44 PM
To: Peggy Ripko <pripko@sdmsi.com>
Subject: Fwd: 5527 11th Place Request

Hi Peggy,

Can you please advise on how a request like this should be routed? It does not seem appropriate that this request is only addressed to me, and it seems unlikely that the Board would approve such a request given the costs and architectural / code changes involved.

Thank you,
Ashley

Ashley L. Begley
ashleylbegley@gmail.com

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

From: **Tolo Aria** <tolo.aria@gmail.com>
Date: Sat, Feb 25, 2023 at 2:55 PM
Subject: 5527 11th Place Request
To: <keepintouchwithashley@gmail.com>
Cc: Michelle Gardner <mgardner@sdmsi.com>

Dear Ashley,

My name is Tolo Aria, and I am a WLW - 5527 West 11th Place homeowner. I am introducing myself as a fellow neighbor, and I was informed you are a board member of our community. As a healthcare professional, I am encouraged not to have a Facebook page and hope there is a communication alternative to include all residents in the correspondence of our community.

This week, it was brought to my attention that my neighbor, Preeti Santana, has expressed concerns about my property and the parking circumstances with you.

I would like to ask that the concrete step in front of my doorstep be removed so I can park on the sidewalk of my driveway, aligned with the updated community policy. The concrete step makes it difficult to park aligned within the margins of the sidewalk and gutter as we are forced to drive over the step, damaging our vehicles to park correctly. Otherwise, the tires overlap 2-3 inches, and the tire will sit on the dividing line of the sidewalk and gutter.

As you know, there are many community parking complaints, and the challenges residents experience on a regular basis. As a result of the concrete step, many residents on 11th Place with average sized cars are parked similarly to me and overlap the sidewalk and gutter line.

These rules were enforced just months after the completion of the community, and unfortunate because, as a homeowner, I would have opted for purchase in a different community had these restrictions been in place upon purchase.

Thank you for considering this request, and please let me know if I can provide any additional information.

Kindest,

Tolo

--

Tolo Aria, MBA



ENVIRONMENTAL DESIGNS, INC.

DENVER METRO
(303) 287-9113
12511 E. 112TH AVE.
BRIGHTON, CO 80640

NORTHERN COLORADO
(970) 237-6225
3950 PATTON AVE.
LOVELAND, CO 80538

WWW.ENVIRONMENTALDESIGNS.COM

LANDSCAPE CONSTRUCTION AGREEMENT

EDI Contact: Eric VanLaren
Project Name: Sheridan Station West Metropolitan
District Project Description: 2023 Tree Replacement
Project Address: Sheridan Station Metropolitan District, at the location identified in Exhibit A

Agreement #: 106710
Date of Agreement: 3/31/2023
Client Phone Number: 303-987-0835 x 237
Client Email: pripko@sdmsi.com

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 3/31/2023 (the "Effective Date") by and between Environmental Designs, Inc. (the "Contractor") and Sheridan Station West Metropolitan District (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

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

2. SCHEDULE

- A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date. The Tree Replacement portion of the Work shall be substantially complete by June 30, 2023.
- B. The term of this Contract shall be from Effective Date and shall expire on December 31, 2023, or by the exercise of the termination provisions specified herein, whichever occurs first. Notwithstanding the foregoing, unless terminated, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1, 2024, and terminate one year following installation of the tree as set forth in the Tree Replacement portion of the Work; provided that, in the event the completion of the Work occurs in a fiscal year following the effective date of this Agreement, such Work to be performed in the following fiscal year shall be subject to annual appropriations by the District. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever.

3. GENERAL PROVISIONS

- A. Client shall be solely responsible to establish and provide property line locations at the Property. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc.
- B. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.
- C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.
- D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.
- E. Once executed by Contractor and Client, this Agreement shall become a binding agreement between the Client and the Contractor.

Award-Winning Landscape Architecture, Construction, & Maintenance since 1989

303.287.9113 Main 970.237.6225 Northern Colorado 12511 East 112th Avenue, Brighton, CO 80640 environmentaldesigns.com

4. 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. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.
- B. In the event that the Contractor cannot secure an adequate labor force to perform the work as outlined within this Agreement, at the sole discretion of the Contractor, the Contractor may cancel this Agreement without penalty from Client subject to notification as outlined above.

LANDSCAPE CONSTRUCTION AGREEMENT

5. INSURANCE

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

6. WARRANTY

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

7. PRICE AND TERMS

- A. The Client shall pay the Contractor **\$2,240.22** for the Tree Replacement portion of the Work as outlined in the EXHIBIT A - Scope of Services (the "Work") and for the Winter Watering and Tree Wrap portion of the Work in accordance with the rates set forth within EXHIBIT A - Scope of Services (the "Work") for those services.
- B. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.
- C. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.
- D. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.
- E. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.
- F. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

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

9. ACCEPTANCE

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



LANDSCAPE CONSTRUCTION AGREEMENT



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

Eric VanLaken 3/3/23
Contractor Signature Date

Eric VanLaken
Printed Name

[This section intentionally left blank.]

Sheridan Station West Metropolitan District
1045 Depew St.
Lakewood, CO 80214

303-987-0835 x 237
Doug 03/05/2023
Client Signature Date

Doug
Printed Name

GH

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

Tree Replacement

Price to replace the identified, downed oak tree along W. 11th Ave.

Description	Quantity	Unit	
Arbor Care - Mobilization 1 Man	1.00	EA	
Arbor Care - Stump Grinder with Operator	3.00	IN	
Oak- Bur 3.00" B&B	1.00	EA	
			\$2,240.22

Group Total

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

WINTER WATERING

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

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

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

Client: _____  Date: 03 / 15 / 2023

TREE WRAP

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

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

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

Client: _____  Date: 03 / 15 / 2023



WORK ORDER CONTRACT

SHERIDAN STATION WEST METROPOLITAN DISTRICT

1. **CONTRACTOR.** The Sheridan Station West Metropolitan District (the “District”) hereby retains Pet Scoop Inc. (the “Contractor”) to perform the Work (as defined in paragraph 3) for the District. The Contractor hereby agrees to perform such Work, pursuant to the terms and conditions set forth herein as an independent contractor of the District.

2. **TERM.** The Contractor shall commence the Work on February 14, 2023 or when otherwise advised by the District. The Contractor shall complete all the Work by December 31, 2023.

3. **SCOPE OF WORK.** The “Work” contracted for pursuant to this Work Order shall consist of the following: Dog Station Maintenance Service (includes removing and replacing liners at stations, cost of dog bags and picking up waste in a 20 ft. radius around stations) to be performed two (2) times each week on Tuesdays and Fridays at each of the five (5) stations located within the District

Or check here if a scope of work is attached to this Work Order and incorporated herein by this reference.

In the event of any conflict between the terms of an attached scope of work and this Work Order the terms of this Work Order shall prevail. In performing the Work the Contractor shall: (a) comply with all applicable federal, state and local laws (b) be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Work and (c) warrant the Work for one year after completion of the Work, as applicable.

4. **COMPENSATION.** The Contractor shall be paid an amount not to exceed \$5,000 by the District for Work satisfactorily performed at either (a) the rate of \$8.95 per station per visit or (b) in a lump sum upon completion [Check (a) or (b)]. The Contractor shall be solely responsible for all expenses it incurs in performance of the Work and shall not be entitled to any reimbursement or compensation except as set forth herein. As applicable, for certain contracts over \$50,000, the performance and payment bond provisions of Section 38-26-105, C.R.S. are hereby incorporated by this reference into this Work Order as though fully set forth herein, and shall hereinafter bind the District and the Contractor accordingly.

5. **INDEMNIFICATION.** Subject to the provisions of Section 13-50.5-102(8), C.R.S., to the extent applicable to this Work Order, the Contractor shall indemnify, defend and hold harmless the District and each of its directors, employees, agents and consultants (collectively the “Indemnitees”), from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys’ fees), and liabilities of, by or with respect to, third parties (“Any Claims”) to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, agents, representatives or employees, or the agents, representatives, or employees of any subcontractors, in connection with this Work Order and/or the Work provided hereunder, including, without limitation, Any claims which causes or allows to continue a condition or event which deprives the Indemnitees, as applicable, of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as amended from time to time. Provided, however, that such Contractor shall not be liable for any claim, loss, damage, injury or liability arising out of the negligence, willful acts, or intentional torts of the Indemnitees. The obligations this paragraph shall survive termination or expiration of this Work Order.

6. **INSURANCE.** The Contractor shall secure and maintain for the term of this Work Order adequate statutory workers’ compensation insurance coverage, comprehensive general liability insurance and excess liability coverage, from companies licensed in the State of Colorado, as will protect itself and the Indemnitees from claims for bodily injuries, death, personal injury or property damage, which may arise out of or result from the Contractor’s acts, errors or omissions. Such insurance coverage shall be acceptable to the District in its sole

discretion. To provide evidence of the required insurance coverage, copies of certificates of insurance shall be furnished to the District.

7. **CONFIDENTIALITY.** During the performance of this Work Order the Contractor may have access to confidential information and hereby agrees that the Contractor will not use or disclose to anyone, except as required in the performance of this Work Order or by law, or as otherwise authorized by the District, any or all confidential information given to the Contractor by the District, developed by the Contractor as a result of the performance of this Work Order or accessed by the Contractor as a result of this Work Order. The Contractor acknowledges and agrees that all documents in the District's possession, including documents submitted by the Contractor, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1, *et seq.*, C.R.S. The Contractor agrees that, if the District so requests, it will execute a confidentiality agreement, in a form acceptable to the District. The obligations of this paragraph shall survive termination or expiration of this Work Order.

8. **MISCELLANEOUS.**

A. **Subject to Annual Budget and Appropriation/Governmental Immunity.** The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. As applicable, the provisions of Section 24-91-103.6, C.R.S. are hereby incorporated by this reference into this Work Order as though fully set forth herein and shall hereinafter bind the District and the Contractor accordingly. Nothing in this Work Order, or in any actions taken by the District pursuant to this Work Order, shall be deemed a waiver of the District's sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S.


B. **Integration/Modification/Assignment/Termination.** This Work Order contains the entire agreement between the parties, and no statement, promise or inducement made by either party or the agent of either party that is not contained in this Work Order shall be valid or binding. This Work Order may be modified, amended or changed only by an agreement in writing duly authorized and executed by both parties. The Contractor shall not assign this Work Order or any interest hereunder, in whole or in part, without the prior written consent of the District, which consent may be withheld for any reason or for no reason. The District may assign this Work Order or any interest hereunder, in whole or in part, at any time. The District may terminate this Work Order at any time for convenience or for cause, in whole or in part, by delivery to the Contractor of a written notice of termination at least five (5) days prior to the effective date.

C. **Severability/Non-Waiver/Governing Law and Venue.** If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Work Order; provided, however, that if any fundamental term or provision of this Contract is invalid, illegal, or unenforceable, the remainder of this Work Order shall be unenforceable. No waiver of any of the provisions of this Work Order shall be deemed to constitute a waiver of any other provision of this Work Order, nor shall such waiver constitute a continuing waiver or waiver of any subsequent default unless otherwise expressly provided herein. This Work Order shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the state courts of the State of Colorado.

This Work Order may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, *et seq.*, C.R.S., as may be amended from time to time. By signature of its representatives below, each party affirms it has taken all necessary action to authorize said representative to execute this Work Order.

[The remainder of this page intentionally left blank].

DISTRICT:



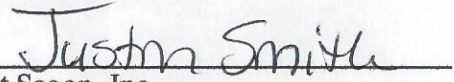
Sheridan Station West Metropolitan District

By: Doug Elenowitz

Its: President

Date: 02/22/2023

CONTRACTOR:



Pet Scoop, Inc.

By: _____

Its: Commercial Director

Date: 2/9/2023