

# 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

## NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Douglas Elenowitz	President	2020/May 2020
Jordan Scharg	Treasurer	2022/May 2022
Scott M. Watkins	Assistant Secretary	2020/May 2020
Paul Malone	Assistant Secretary	2020/May 2020
Michael Martines	Assistant Secretary	2022/May 2022
David Solin	Secretary	

DATE: September 12, 2019 (Thursday)

TIME: 10:00 a.m.

PLACE: McGeady Becher P.C.  
450 E. 17<sup>th</sup> Ave., Suite 400  
Denver, CO 80203

### I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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B. Approve Agenda, confirm location of meeting and posting of notices.

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C. Review and approve Minutes of the June 13, 2019 Regular Meeting (enclosure).

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D. Discuss legislative change regarding Notice posting (enclosure).

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E. Consider First Amendment to Resolution No. 2018-11-01, Establishing Regular Meeting Dates, Time and Location, and Designating Locations for Posting of 72-Hour and 24-Hour Notices (to be distributed).

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F. Consider adoption of Resolution of the Board of Directors of the Sheridan Station West Metropolitan District Establishing District Website and Designating Location for Posting of 24-Hour Notices (to be distributed).

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II. FINANCIAL MATTERS

- A. Review and ratify the approval of the payment of claims as follows (enclosures):

Fund	Period Ending June 26, 2019	Period Ending July 27, 2019	Period Ending Aug. 30, 2019
General	\$ 8,368.68	\$ 17,482.36	\$ 7,762.48
Debt	\$ -0-	\$ -0-	\$ -0-
Capital	\$ 3,600.41	\$ 5,879.68	\$ 2,507.50
<b>Total</b>	<b>\$ 11,969.09</b>	<b>\$ 23,362.04</b>	<b>\$ 10,269.98</b>

- B. Review and accept unaudited financial statements through the period ending August 31, 2019, and the schedule of cash position statement dated August 31, 2019 (to be distributed).

III. LEGAL MATTERS

- A. Discuss status of Water Service from Consolidated Mutual Water Co. Authorize necessary actions in connection therewith.

- B. Discuss status of Sewer Service Agreement from the City of Lakewood and East Lakewood Water and Sanitation District.

1. Review and consider adoption of First Amendment to Resolution No. 2018-08-02 of the Board of Directors of the Sheridan Station West Metropolitan District Acknowledging Sewer Service Providers (enclosure).

- C. Review Rules and Regulations, Policies and Procedures of the District:

1. Authorize any actions required in connection with the District's Rules and Regulations or Policies and Procedures.

2. Review and consider adoption of Resolution of the Board of Directors of Sheridan Station West Metropolitan District Regarding Parking Rules and Regulations (enclosure).

- D. Approval of assignment of License Agreement between Xcel Energy and Sheridan Station Transit Village to the District.
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- E. Review and consider approval of proposal for District Engineering and Cost Certification Services from Ranger Engineering (enclosure).
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- F. Review and consider approval of Service Agreement between the District and Metco Landscape, Inc. for snow removal services (enclosure)
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IV. CONSTRUCTION MATTERS

- A. Report on status of construction.
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V. OTHER BUSINESS

- A. \_\_\_\_\_
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VI. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 14, 2019**

Informational Enclosure:

- Memo regarding New Rate Structure from Special District Management Services, Inc.

## RECORD OF PROCEEDINGS

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### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE SHERIDAN STATION WEST METROPOLITAN DISTRICT HELD JUNE 13, 2019

A Regular Meeting of the Board of Directors of the Sheridan Station West Metropolitan District (referred to hereafter as the "Board") was convened on Thursday, June 13, 2019 at 10:00 a.m., at the offices of McGeady Becher P.C., 450 E. 17<sup>th</sup> Avenue, Suite 400, Denver, Colorado 80203. The meeting was open to the public.

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**Directors In Attendance Were:**

Douglas Elenowitz  
Scott M. Watkins  
Paul Malone

Following discussion, upon motion duly made by Director Elenowitz, seconded by Director Watkins and, upon vote, unanimously carried, the absences of Director Scharg and Director Martines were excused.

**Also In Attendance Was:**

David Solin, Peggy Ripko and Brian Bowers; Special District Management Services, Inc.

Megan Becher, Esq. and Chris Brummitt, Esq.; McGeady Becher P.C.

Jaclyn Fu; Resident (for a portion of the meeting)

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**DISCLOSURE OF  
POTENTIAL  
CONFLICTS OF  
INTEREST**

**Disclosure of Potential Conflicts of Interest:** The Board noted 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. Attorney Becher requested that the Directors consider whether they had any additional conflicts of interest to disclose. Attorney Becher 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. It was noted that disclosure statements had been filed for all Directors.

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**ADMINISTRATIVE  
MATTERS**

**Agenda:** Mr. Solin distributed for the Board's review and approval a proposed Agenda for the District's Regular Meeting.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Elenowitz, seconded by Director Malone and, upon vote, unanimously carried, the Agenda was approved, as amended.

**Approval of Meeting Location:** 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. Following discussion, upon motion duly made by Director Elenowitz, seconded by Director Malone and, upon vote, unanimously carried, the Board determined that because there was not a suitable or convenient location within its boundaries, or within 20 miles of the District's boundaries or within the county in which the District is located to conduct this meeting, the meeting should be conducted at the above-stated location. The Board further noted that notice of the date, time and location of meeting was duly posted and that they have not received any objections to the location or any requests that the meeting place be changed by taxpaying electors within its boundaries.

**Designation of 24-hour Posting Location:** Following discussion, upon motion duly made by Director Elenowitz, seconded by Director Malone and, upon vote, unanimously carried, the Board determined that notices of meetings of the District Board required pursuant to Section 24-6-402(2)(c), C.R.S., shall be posted within the boundaries of the District at least 24 hours prior to each meeting at the following location: On a post within the boundaries of the District.

**Minutes:** The Board reviewed the Minutes of the November 8, 2018 Regular Meeting.

Following discussion, upon motion duly made by Director Watkins, seconded by Director Malone and, upon vote, unanimously carried, the Minutes of the November 8, 2018 Regular Meeting were approved, as presented.

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### **COMMUNITY UPDATE**

Discussion ensued between Board members and the public regarding trash cans, landscaping and architectural review matters. Mr. Solin and Mr. Bowers noted that new, smaller, trash cans should be delivered by Waste Management to those homeowners who had requested them. Once the delivery is made, enforcement against those homeowners who did not adhere to the District's Rules and Regulations would begin in earnest. Ms. Ripko and Mr. Bowers noted that weather systems to have been a factor recently limiting landscape maintenance. The Board discussed efforts to seed the detention pond area, and directed Ms. Ripko to contact the landscaper.

### **FINANCIAL MATTERS**

**Claims:** The Board considered ratifying the approval of the payment of claims for the following periods:

## RECORD OF PROCEEDINGS

Fund	Period Ending Nov. 8, 2018	Period Ending Dec. 14, 2018	Period Ending Jan. 14, 2019	Period Ending Feb. 20, 2019
General	\$ 5,303.53	\$ 7,314.55	\$ 4,044.67	\$ 11,246.00
Debt	\$ -0-	\$ 3,500.00	\$ -0-	\$ -0-
Capital	\$ 3,644.04	\$ 2,985.47	\$ 1,212.54	\$ 1,571.40
<b>Total</b>	<b>\$ 8,947.57</b>	<b>\$ 13,800.02</b>	<b>\$ 5,257.21</b>	<b>\$ 12,817.40</b>

Fund	Period Ending March 27, 2019	Period Ending April 26, 2019	Period Ending May 23, 2019
General	\$ 14,814.83	\$ 12,282.04	\$ 15,193.80
Debt	\$ -0-	\$ -0-	\$ -0-
Capital	\$ 2,234.40	\$ 2,005.80	\$ 1,801.90
<b>Total</b>	<b>\$ 17,049.23</b>	<b>\$ 14,287.84</b>	<b>\$ 16,995.70</b>

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

**Unaudited Financial Statements:** The Board reviewed the unaudited financial statements for the period ending May 31, 2019 and statement of cash position, updated as of May 31, 2019.

Following review, upon motion duly made by Director Malone, seconded by Director Watkins and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending May 31, 2019 and statement of cash position, updated as of May 31, 2019.

**2018 Budget Amendment:** The President opened the public hearing to consider the Resolution to Amend the 2018 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 2018 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.

Following review and discussion, Director Watkins moved to adopt the Resolution to Amend the 2018 Budget, Director Malone seconded the motion and, upon vote, unanimously carried, the Board adopted the Resolution to Amend the 2018 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

## RECORD OF PROCEEDINGS

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**2020 Budget:** The Board discussed preparation of the draft 2020 Budget. The Board determined to hold the public hearing to consider adoption of the 2020 Budget on November 14, 2019 at 10:00 a.m. at the regular meeting location.

### **LEGAL MATTERS**

**Water Services from Consolidated Mutual Water Company:** Mr. Solin updated the Board on the status of water services from Consolidated Mutual Water Company. There was no action needed at this time.

**Rules and Regulations, Policies and Procedures of the District: Resolution Regarding Sewer Fees:** Attorney Becher reviewed Resolution No. 2019-06-02 regarding Sewer Fees.

Following discussion, upon motion duly made by Director Watkins seconded by Director Elenowitz and, upon vote, unanimously carried, the Board adopted Resolution No. 2019-06-02 regarding Sewer Fees, subject to final legal review.

**Authorize any other Actions Required in Connection with the District's Rules and Regulations or Policies and Procedures:** The Board discussed the District's Rules and Regulations.

Following discussion, upon motion duly made by Director Watkins seconded by Director Malone and, upon vote, unanimously carried, the Board authorized amendments to the District's Rules and Regulations to address trash cans and architectural review, subject to final legal review.

**District Transfer Fee:** The Board deferred discussion.

**Assignment of License Agreement between Xcel Energy and Sheridan Station Transit Village, LLC:** The Board deferred discussion. No action taken at this time.

**First Amendment to Operation Funding Agreement ("OFA"):** Attorney Becher reviewed with the Board the First Amendment to Operation Funding Agreement between the District and Sheridan Station Transit Village LLC.

Following discussion, upon motion duly made by Director Elenowitz seconded by Director Malone and, upon vote, unanimously carried, the Board ratified approval of the

First Amendment to Operation Funding Agreement between the District and Sheridan Station Transit Village LLC.

**First Amendment to Facilities Funding and Acquisition Agreement ("FFAA"):** Attorney Becher reviewed with the Board the First Amendment to Facilities Funding

## RECORD OF PROCEEDINGS

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and Acquisition Agreement between the District and Sheridan Station Transit Village LLC.

Following discussion, upon motion duly made by Director Elenowitz seconded by Director Malone and, upon vote, unanimously carried, the Board ratified approval of the First Amendment to Facilities Funding and Acquisition Agreement between the District and Sheridan Station Transit Village LLC.

**2018 Audit:** Mr. Solin presented the 2018 Audit to the Board for approval.

Following discussion, upon motion duly made by Director Watkins seconded by Director Malone and, upon vote, unanimously carried, the Board approved the 2018 Audit, subject to final review by Counsel, and authorized execution of Representations Letter.

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### **CONSTRUCTION MATTERS**

**Status of Construction:** The Board discussed the status of construction. Director Elenowitz reported to the Board that building permits for the next phase are being submitted in June and construction will start late in 2019 or early 2020.

**Backflow Issues and Check Valve Installation:** The Board discussed backflow issues and check valve installation. No action was taken at this time.

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### **ADJOURNMENT**

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

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting



RESOLUTION TO AMEND 2018 BUDGET  
SHERIDAN STATION WEST METROPOLITAN DISTRICT

WHEREAS, the Board of Directors of the Sheridan Station West Metropolitan District budgeted and appropriated funds for the fiscal year 2018 as follows:

General Fund	\$	117,538
Debt Service Fund	\$	230,884
Capital Projects Fund	\$	41,005

WHEREAS, the necessity has arisen for additional expenditures in the Debt Service Fund and Capital Projects Fund requiring the unanticipated expenditure of funds in excess of those appropriated for the fiscal year 2018; and

WHEREAS, the expenditure of such funds is a contingency which could not have been reasonably foreseen at the time of adoption of the budget; and

WHEREAS, funds are available for such expenditures in the Capital Projects Fund from beginning fund balance and,

WHEREAS, funds are available for such expenditures in the Debt Service Fund from interest income.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Sheridan Station West Metropolitan District shall and hereby does amend the adopted Budget for the fiscal year 2018 and adopts a supplemental budget and appropriation for the Capital Projects Fund and Debt Service Fund for the fiscal year 2018, as follows:

Debt Service Fund	\$	250,000
Capital Projects Fund	\$	2,365,507

BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the District to the proper funds for the purposes stated.

DATED this 13th day of June, 2019.

SHERIDAN                      STATION                      WEST  
METROPOLITAN DISTRICT

By:   
Secretary



## MEMORANDUM

To: Special District Board of Directors  
From: McGeady Becher  
Date: August 30, 2019  
Re: Legislative Changes to Public Meeting Notice Requirements

### Introduction

The Colorado legislature recently passed House Bill 19-1087 (“HB 19-1087”) which changes public meeting notice requirements of local public bodies, including counties, municipalities and special districts. The intent of the legislation is for local governments to transition from posting notices of public meetings in physical locations to posting notices online at the local government’s website, social media account or other official online presence of the local government.

Historically, under Colorado’s Open Meetings Law, a local government has been required to post notices of public meetings at a designated public place within the boundaries of the local government. In addition, Title 32 has required special districts to post notices of regular and special meetings at three designated public places within the boundaries of the district and at the office of the local county clerk and recorder. Title 32 has also required that the notices for special board meetings be posted at least 72 hours prior to the meeting.

### **New Public Meeting Notice Requirements pursuant to HB 19-1087**

With the passage of HB 19-1087, effective as of August 2, 2019, special districts may satisfy the public notice requirements of the Open Meetings Law and Title 32 by posting notices of regular and special meetings, with specific agenda information if available, on a public website of the special district at least 24 hours in advance of the meeting. If a district is unable to post a notice on a public website (for example, if a district is in the process of establishing its website), the district shall continue to post its meeting notices in a physical location within the boundaries of the district. Posting in one physical location within the district will satisfy the public notice requirements; districts no longer have to post in three locations. In addition, districts no longer have to post special board meeting notices 72 hours in advance; posting

notices at least 24 hours prior to the meeting is sufficient. Also, districts will no longer have to post notices at the county clerk and recorder's office.

The online notices must be posted on a public website of the local government. The notices must be accessible to the public at no charge. To the extent feasible, the local government shall make the notices searchable by type of meeting, date of meeting, time of meeting and agenda contents, and shall consider linking the notices to any appropriate social media accounts of the local government.

### **Establishing a District Website**

The legislature recognizes that a number of factors may affect a local government's ability to easily establish a website and post meeting notices online, including the availability of reliable broadband, the lack of cellular telephone and other data services, and fiscal or staffing constraints of local governments. Accordingly, the legislature encourages local governments to avail themselves of existing public resources for creating a website and receiving content management assistance from the Colorado Statewide Internet Portal Authority ("SIPA") or other statewide associations representing local government entities. The SIPA website is at [www.colorado.gov/sipa](http://www.colorado.gov/sipa).

A question has arisen as to whether posting public meeting notices on the website of a district management company will satisfy the public notice requirement. Posting meeting notices on the website of a district management company will most likely not satisfy the posting requirements of Colorado's Open Meetings Law, as amended by HB 19-1087. The legislation specifies that a local public body will be deemed to have given full and timely notice when the meeting notice is posted *on a public website of the local public body* (emphasis added). This language is repeated several times throughout the bill. When read in concert with the provision of HB 19-1087 encouraging local governments to avail themselves of free public resources such as SIPA when creating their websites, it is reasonable to conclude that the legislature intends a local government to post meeting notices on its own public website in order to satisfy public notice requirements.

### **Designate a Physical Posting Location as a Back-Up**

A local government, at its discretion, may post a physical notice within its boundaries in addition to posting the online notice but is not required to do so. In the event that the local government is unable to post the notice online due to exigent or emergency circumstances such as a power outage or an interruption in internet service that would prevent the public from accessing the notice online, it must designate a public place within its boundaries at which it may post a physical notice at least 24 hours before a meeting.

### **Recommended Action**

The legislature will be closely monitoring the transition to providing notices of public meetings online over the next two years and, if significant progress is not made, it will enact

legislation mandating the online posting, except in very narrow circumstances that are beyond the control of a local government.

In light of the passage of HB 19-1087, which will be codified as Section 24-6-402(2)(c)(I)-(IV), C.R.S. and will amend Section 32-1-903(2), C.R.S., we recommend our special district clients do the following:

**1. Establish a district website if such website does not already exist.**

a. Should a district need assistance in creating its website or receiving content management assistance, it is encouraged to avail itself of existing public resources such as SIPA at [www.colorado.gov/sipa](http://www.colorado.gov/sipa).

**2. Beginning August 2, 2019, post regular and special meeting notices and the meeting agenda on the district website at least 24 hours prior to the meeting.**

a. To the extent feasible, the notices shall be searchable by type of meeting, date of meeting, time of meeting and agenda contents and shall be linked to any appropriate social media accounts of the district;

b. Although HB 19-1087 requires posting of specific agenda information *if available* (emphasis added), our special district clients should continue to post the meeting agenda 24 hours prior to meetings because of conflicts requirements.

c. Note: the requirement to file conflict disclosures with the Secretary of State at least 72 hours prior to a regular and special meeting pursuant to Section 32-1-902(3)(b) is not affected by HB 19-1087 and remains the same.

**3. Designate a physical posting location within the district's boundaries, should the district be unable to post the meeting notice online at least 24 hours prior to the meeting because the district has not yet established the district website or due to exigent or emergency circumstances.**

**4. Provide the address of the district's website to the Colorado Department of Local Affairs.**

**5. Approve a resolution to establish a district website and designate location for 24-hour posting.**

Please contact McGeady Becher P.C. with any questions related to HB 19-1087 or this Memorandum.

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	A
1095							
06/26/2019	Consolidated Mutual Wat	JUNE 2019	Utilities	1-710	2,586.25	2,586.25	
Total 1095:						2,586.25	
1096							
06/26/2019	McGeady Becher P.C.	1314B 5/19	Legal	1-675	446.27	446.27	
06/26/2019	McGeady Becher P.C.	1314B 5/19	Legal	3-675	669.41	669.41	
Total 1096:						1,115.68	
1097							
06/26/2019	Metco Landscape, Inc	SM168976	Repair and Maintenance	1-650	1,295.00	1,295.00	
Total 1097:						1,295.00	
1098							
06/26/2019	Pet Scoop	232091	Repair and Maintenance	1-650	164.25	164.25	
Total 1098:						164.25	
1099							
06/26/2019	Special Dist Management	MAY 2019	Management	3-680	1,172.40	1,172.40	
06/26/2019	Special Dist Management	MAY 2019	Management	3-680	1,758.60	1,758.60	
06/26/2019	Special Dist Management	MAY 2019	Accounting	1-690	1,708.00	1,708.00	
06/26/2019	Special Dist Management	MAY 2019	Covenant Control	1-695	2,004.50	2,004.50	
06/26/2019	Special Dist Management	MAY 2019	Miscellaneous	1-685	96.20	96.20	
Total 1099:						6,739.70	
201908							
06/26/2019	Xcel Energy	639913378	Utilities	1-710	11.30	11.30	M
06/26/2019	Xcel Energy	64022810	Utilities	1-710	27.91	27.91	M
Total 201908:						39.21	
201909							
06/26/2019	Xpress Bill Pay, Inc	40635	Billing and Meter Readin	1-721	29.00	29.00	M
Total 201909:						29.00	
Grand Totals:						11,969.09	

Sheridan Station West Metropolitan District  
June-19

	General	Debt	Capital	Totals
Disbursements	\$ 8,368.68	\$ -	\$ 3,600.41	\$ 11,969.09
		\$ -		\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$ 8,368.68</b>	<b>\$ -</b>	<b>\$ 3,600.41</b>	<b>\$ 11,969.09</b>

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	A
1100							
07/27/2019	Advanced Concepts Inc	2336	Snow Removal	1-672	609.00	609.00	
07/27/2019	Advanced Concepts Inc	2337	Snow Removal	1-672	609.00	609.00	
Total 1100:						1,218.00	
1101							
07/27/2019	Consolidated Mutual Wat	JULY 2019	Utilities	1-710	2,851.25	2,851.25	
Total 1101:						2,851.25	
1102							
07/27/2019	McGeady Becher P.C.	1314B 3/19	Legal	1-675	322.44	322.44	
07/27/2019	McGeady Becher P.C.	1314B 3/19	Legal	3-675	483.66	483.66	
07/27/2019	McGeady Becher P.C.	1314B 6/19	Legal	1-675	1,994.01	1,994.01	
07/27/2019	McGeady Becher P.C.	1314B 6/19	Legal	3-675	2,991.02	2,991.02	
Total 1102:						5,791.13	
1103							
07/27/2019	Metco Landscape, Inc	SM171129	Repair and Maintenance	1-650	1,295.00	1,295.00	
Total 1103:						1,295.00	
1104							
07/27/2019	Pet Scoop	238654	Repair and Maintenance	1-650	131.40	131.40	
Total 1104:						131.40	
1105							
07/27/2019	Simmons & Wheeler, P.C.	24619	Audit	1-615	4,000.00	4,000.00	
Total 1105:						4,000.00	
1106							
07/27/2019	Special Dist Management	JUNE 2019	Management	1-680	1,603.40	1,603.40	
07/27/2019	Special Dist Management	JUNE 2019	Management	3-680	2,405.10	2,405.10	
07/27/2019	Special Dist Management	JUNE 2019	Accounting	1-612	2,380.00	2,380.00	
07/27/2019	Special Dist Management	JUNE 2019	Election	1-635	28.00	28.00	
07/27/2019	Special Dist Management	JUNE 2019	Covenant Control	1-695	1,292.00	1,292.00	
07/27/2019	Special Dist Management	JUNE 2019	Miscellaneous	1-685	280.11	280.11	
Total 1106:						7,988.61	
1107							
07/27/2019	Xcel Energy	643958593	Utilities	1-710	32.07	32.07	
07/27/2019	Xcel Energy	6475113	Utilities	1-710	20.16	20.16	
Total 1107:						52.23	
201910							
07/27/2019	Xpress Bill Pay, Inc	41222	Billing and Meter Readin	1-721	34.42	34.42	M
Total 201910:						34.42	
Grand Totals:						23,362.04	

M = Manual Check, V = Void Check

Sheridan Station West Metropolitan District  
July-19

	General	Debt	Capital	Totals
Disbursements	\$ 17,482.36	\$ -	\$ 5,879.68	\$ 23,362.04
		\$ -		\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$ 17,482.36</b>	<b>\$ -</b>	<b>\$ 5,879.68</b>	<b>\$ 23,362.04</b>



Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	A
1108							
08/30/2019	Consolidated Mutual Wat	AUGUST 2019	Utilities	1-710	3,291.25	3,291.25	
Total 1108:						3,291.25	
1109							
08/30/2019	McGeady Becher P.C.	1314B JULY 2019	Legal	3-675	1,762.00	1,762.00	
Total 1109:						1,762.00	
1110							
08/30/2019	Metco Landscape, Inc	SM173212	Repair and Maintenance	1-650	1,295.00	1,295.00	
Total 1110:						1,295.00	
1111							
08/30/2019	Pet Scoop	242793	Repair and Maintenance	1-650	185.10	185.10	
Total 1111:						185.10	
1112							
08/30/2019	Special Dist Management	JULY 2019	Accounting	1-612	1,148.00	1,148.00	
08/30/2019	Special Dist Management	JULY 2019	Management	3-680	745.50	745.50	
08/30/2019	Special Dist Management	JULY 2019	Management	1-680	497.00	497.00	
08/30/2019	Special Dist Management	JULY 2019	Miscellaneous	1-685	84.71	84.71	
08/30/2019	Special Dist Management	JULY 2019	Covenant Control	1-695	1,073.50	1,073.50	
Total 1112:						3,548.71	
82019							
08/27/2019	Consolidated Mutual Wat	1270 00338900	Utilities	1-710	110.00	110.00	M
Total 82019:						110.00	
20190802							
08/30/2019	Xcel Energy	647644081	Utilities	1-710	11.01	11.01	M
Total 20190802:						11.01	
20190803							
08/30/2019	Xcel Energy	647641740	Utilities	1-710	35.11	35.11	M
Total 20190803:						35.11	
20190804							
08/30/2019	Xpress Bill Pay, Inc	41818	Billing and Meter Readin	1-721	31.80	31.80	M
Total 20190804:						31.80	
Grand Totals:						10,269.98	

**Sheridan Station West Metropolitan District  
September-19**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	\$ 7,762.48	\$ -	\$ 2,507.50	\$ 10,269.98
		\$ -		\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$ 7,762.48</b>	<b>\$ -</b>	<b>\$ 2,507.50</b>	<b>\$ 10,269.98</b>

RESOLUTION NO. 2019-09- \_\_\_\_

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
SHERIDAN STATION WEST METROPOLITAN DISTRICT**

**REGARDING PARKING RULES AND REGULATIONS**

WHEREAS, Sheridan Station West Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado and operates pursuant to its Service Plan approved by the City Council of the City of Lakewood, on August 22, 2016 (the “**Service Plan**”); and

WHEREAS, Section V.A.3 of the Service Plan authorizes the District to provide for the design, acquisition, construction, financing, completion and installation of streets within the District’s service area, among related street improvements powers; and

WHEREAS, it is anticipated that the City will own and maintain some roadways within the District’s service area, (the “**City Roadways**”); and

WHEREAS, it is anticipated that the District will own and maintain those roadways within the District’s service area not accepted by the City, (the “**District Roadways**”); and

WHEREAS, the Service Plan provides that any District Roadways are operated and maintained by the District or an owner’s association; and

WHEREAS, Section V.A.4 of the Service Plan authorizes the District to provide for the design, acquisition, construction, financing, completion and installation of traffic and safety controls; and

WHEREAS, the District has adopted Rules and Regulations governing trash removal within the District; and

WHEREAS, such removal occurs on District Roadways and is frequently impeded by cars parking on the District Roadways; and

WHEREAS, accordingly, except as otherwise provided herein, the District Roadways shall be designated and posted as “No Parking Zones” in the interest of the public health, safety and welfare; and

WHEREAS, attendant to its duties and obligations for the District Roadways, the District wishes to adopt parking rules and regulations to put District residents and guests on notice of the parking restrictions on District Roadways.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SHERIDAN STATION WEST METROPOLITAN DISTRICT (THE “**BOARD**”) OF THE CITY OF LAKEWOOD, COLORADO:

1. The Board hereby determines that it is in the best interests of the District and members of the public using the District Roadways to exercise the authority granted under the Service Plan to adopt the Rules and Regulations attached hereto as **Exhibit A** and incorporated herein by this reference.

2. The District reserves the right, from time to time, to modify, amend or replace these Parking Rules and Regulations in conformance with the City of Lakewood or other relevant regulations then in effect.

3. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase, or word hereof, or the application thereof in any given circumstance shall not affect the validity of the remainder of this Resolution.

RESOLUTION APPROVED AND ADOPTED on \_\_\_\_\_, 2019.

**SHERIDAN STATION WEST  
METROPOLITAN DISTRICT**

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

Attest:

\_\_\_\_\_  
Secretary

EXHIBIT A TO RESOLUTION NO. 2019-09-\_\_\_\_\_

SHERIDAN STATION WEST METROPOLITAN DISTRICT  
PARKING RULES AND REGULATIONS

1. Applicability. These Rules and Regulations shall apply to all roadways and portions of roadways owned and maintained by the District as designated on Exhibit 1 attached hereto and incorporated herein by this reference (the “**District Roadways**”).

2. Vehicles. For purposes of these Rules and Regulations, “vehicle” shall mean every device that is capable of moving itself, or of being moved, from place to place upon wheels or endless tracks. Vehicle includes, without limitation, a motor vehicle, a motorcycle, a bicycle, electrical assisted bicycle, or EPAMD, but does not include a wheelchair, off-highway vehicle, snowmobile, farm tractor, or implement of husbandry designed primarily or exclusively for use and used in agricultural operations or any device moved exclusively over stationary rails or tracks or designed to move primarily through the air.

3. Parking Violations.

(a) Generally. For any District Roadway where authorized signs are posted giving notice of parking limitations, regulations, restrictions or prohibitions, it shall be unlawful for any person to park a vehicle in any manner in violation of, or contrary to, the provisions contained on such signs except when necessary to avoid conflict with other traffic, or in compliance with the directions of a police officer, or traffic-control signal, sign or device, or except momentarily for the purpose of loading or unloading passengers when such parking does not obstruct, impede or endanger any traffic.

(b) No Parking Zones. Portions of the District Roadways are designated, and shall be posted, as No Parking Zones. The District reserve the right to further restrict or prohibit parking upon the District Roadways by adopting an amendment to these Rules and Regulations and posting said roadway(s) as a No Parking Zone or otherwise designating parking restrictions.

(c) Handicap Space. It shall be unlawful to for any person to park any vehicle in a designated handicap space upon the District Roadways without a valid disability placard or license plate.

(d) Fire Lane. It shall be unlawful for any person to park any vehicle upon the District Roadways in designated fire lane.

(e) Obstruction of Traffic. It shall be unlawful for any person to park any vehicle upon the District Roadways in such manner or under such conditions as to:

(i) leave available less twenty (20) feet of width of the roadway for free movement of vehicular traffic; or

(ii) prevent another vehicle from accessing a valid parking zone or the District Roadways.

(f) Parking in Excess of Seventy-Two Hours.

(i) It shall be unlawful for any owner or operator of a vehicle to leave that vehicle parked in the same place upon the District Roadways continuously for a period in excess of seventy-two (72) hours. A vehicle shall be considered in violation of this subsection if it has not been moved at least one hundred (100) feet during the seventy-two-hour period of time.

(ii) It shall be unlawful for the owner of an automobile junker to leave it parked upon the District Roadways for a period in excess of seventy-two (72) hours, regardless of location. The seventy-two-hour time limit includes the cumulative time spent on any District Roadways. For purposes of this subsection, an automobile junker is defined as a vehicle which is:

(1) Apparently inoperable; and

(2) Extensively damaged, such damage including but not limited to any of the following: broken windows, windshields, or both; missing wheels, tires, motor, or transmission.

(g) Parking in Opposite Direction of Traffic. It shall be unlawful for any person to park any vehicle upon the District Roadways in a direction that is opposite to the regular flow of traffic.

(h) Landscaping. It shall be unlawful for any person to park any vehicle upon any landscaped area owned and maintained by the District.

(i) Flat Tire. It shall be unlawful for any person to park any vehicle upon the District Roadways with a flat tire in excess of seventy-two (72) hours.

(j) Vehicle Repair. It shall be unlawful for any person to park or operate a vehicle upon the District Roadways for the principal purpose of greasing, oiling, lubricating, painting or repairing such vehicle, except repairs necessary to remove the vehicle from the roadway, and which are required to be made because of an emergency.

(k) Recreational Vehicles. It shall be unlawful for any person to park any house trailers, camping trailers, boat trailers, hauling trailers, boats or accessories thereto, self-contained motorized recreational vehicles or other types of recreational vehicles or equipment anywhere upon the District Roadway in excess of seventy-two (72) hours, regardless of location. The seventy-two-hour time limit includes the cumulative time spent on any District Roadways.

4. Towing, Fines and Immobilization.

(a) Generally. The District reserves the right to have any vehicles parked on District Roadways in violation of these Rules and Regulations removed, towed or immobilized (including booting) at the owner's cost and expense. Further, the District reserves the right to assess fines for parking violations against the vehicle owner. Except as otherwise provided in

subsection 3.b below, any violation of these Rules and Regulations may result in immediate removal, towing or impoundment of the vehicle without prior notice to the owner or operator.

(b) Warning Citations. The District shall cause a warning citation to be issued for vehicles parked in violation of subsections 2.f (Parking in Excess of Seventy-Two Hours), 2.i (Flat Tire), 2.j (Vehicle Repair) and 2.k (Recreational Vehicles). In the event that the condition of violation continues for more than seventy-two (72) hours following issuance of the citation, the District reserves the right to remove, tow or immobilize the vehicle at the owner's cost and expense in accordance with subsection 3.a above.

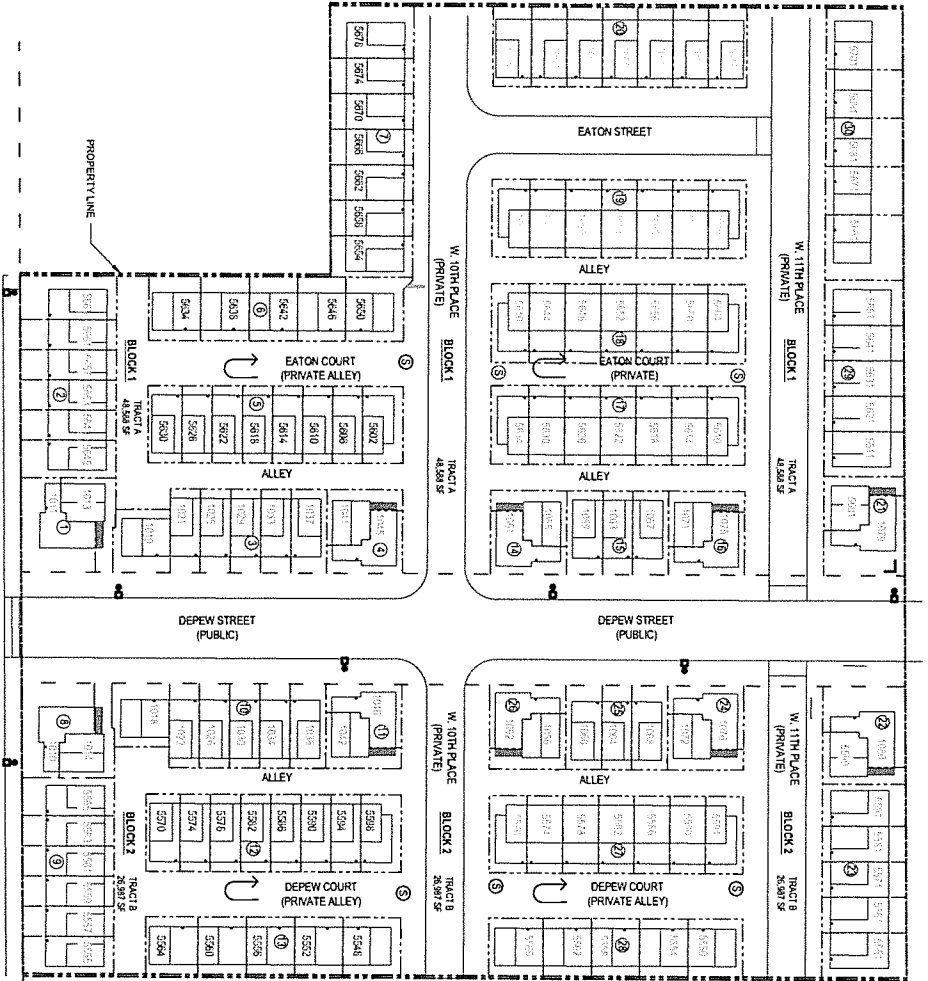
5. Administrative Fee for Towing. The District may assess an administrative fee for towing, which fee shall be collected as part of the general towing fee paid to the tow lot operator and remitted to the District or, alternatively, assessed to the vehicle owner directly by the District.

**EXHIBIT 1**

Roadways and portions thereof owned and maintained by the District



# WEST LINE VILLAGE FILING 1, PHASE 1 - 4



**EXHIBIT LEGEND:**

BUILDING NUMBER ①

PROPERTY LINE - - - - -

WAY FINDING SIGNAGE ②

NUMBER SEQUENCE ↻

**ADDRESSING LEGEND:**

(XXXX) DEPEW STREET - RED

(XXXX) W. 10TH PLACE - GREEN

(XXXX) EATON COURT - BLACK

(XXXX) DEPEW STREET - RED

(XXXX) W. 10TH PLACE - GREEN

(XXXX) W. 10TH PLACE - BLUE

PREPARED FOR:  
CITY OF LAKEWOOD PLANNING DEPARTMENT  
480 S. ALISON PARKWAY  
LAKEWOOD, CO 80226-9127

## BUILDING ADDRESS EXHIBIT

MARCH 28, 2018



RESOLUTION NO. 2019-09-\_\_\_\_\_

**FIRST AMENDMENT TO RESOLUTION NO. 2018-08-02 OF THE BOARD OF DIRECTORS OF THE SHERIDAN STATION WEST METROPOLITAN DISTRICT ACKNOWLEDGING SEWER SERVICE PROVIDERS**

A. Sheridan Station West Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in the City of Lakewood (the “**City**”), Jefferson County, Colorado.

B. The District was organized pursuant to a Service Plan approved by the City on August 22, 2016 (the “**Service Plan**”).

C. The District’s boundaries are described in the legal description attached hereto as **Exhibit A**, which legal description may be amended from time to time, pursuant to the inclusion and/or exclusion of property into or from the District (the “**Property**”).

D. East Lakewood Sanitation District (“**ELSD**”) provides sewer services (the “**Services**”) to certain portions of the Property.

E. The portions of the Property to which ELSD provides Services (“**ELSD Service Area**”) are described in the map attached as **Exhibit B**, which may be amended from time to time.

F. ELSD will provide the Services directly to Owners and will directly invoice or bill Owners for the Services provided by ELSD. Information regarding ELSD is attached as **Exhibit C**, which may be amended from time to time.

G. The City of Lakewood Sewer Service (the “**City Sewer Service**”) provides Services to certain portions of the Property.

H. The portions of the Property to which the City Sewer Services provides Services (the “**City Service Area**”) are described in **Exhibit B**, which may be amended from time to time.

I. The City Sewer Service will provide the Services directly to Owners and will directly invoice or bill Owners for the Services provided by the City. Information regarding the City Sewer Service is attached as **Exhibit D**, which may be amended from time to time.

J. Pursuant to Section 32-1-1001(1)(m), C.R.S., the District 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 special district.”

K. The District wishes to adopt this Resolution to provide notice and acknowledge ELSD as the sewer service provider for the ELSD Service Area within the Property and the City Sewer Service as the sewer service provider for the City Service Area.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SHERIDAN STATION WEST METROPOLITAN DISTRICT:

1. The Board hereby determines that it is in the best interests of the District and its inhabitants for ELSD to provide Services to the ELSD Service Area.

2. The Board acknowledges that ELSD may adopt its own rules and regulations (“**ELSD Regulations**”) and service rates or fees (“**ELSD Rates**”) to provide Services to the ELSD Service Area.

3. The District hereby adopts and incorporates the then-current ELSD Regulations and ELSD Rates for Services to the ELSD Service Area, as each may be amended from time to time.

4. The Board hereby determines that it is in the best interests of the District and its inhabitants for the City Sewer Service to provide Services within the City Sewer Service Area.

5. The Board acknowledges that City Sewer Service may adopt its own rules and regulations (“**City Sewer Service Regulations**”) and service rates or fees (“**City Sewer Service Rates**”) to provide Services to the City Sewer Service Area.

6. The District hereby adopts and incorporates the then-current City Sewer Service Regulations and City Sewer Service Rates for Services to the City Sewer Service Area, as each may be amended from time to time.

7. Judicial invalidation of any of the provisions of the Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstances shall not affect the validity of the remainder of the Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

8. Nothing herein shall be interpreted or construed as limiting the Board’s authority, in its sole and absolute discretion, to supplement or amend this Resolution from time to time.

9. Any inquiries pertaining to this Resolution may be directed to the Manager for the District at: Lisa Johnson, Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, phone number: 303-987-0835.

10. This Resolution shall take effect immediately upon its adoption and approval.

APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**[SIGNATURE PAGE TO FOLLOW]**

**[SIGNATURE PAGE TO FIRST AMENDMENT TO RESOLUTION NO. 2018-08-02 OF  
THE BOARD OF DIRECTORS OF THE SHERIDAN STATION WEST  
METROPOLITAN DISTRICT ACKNOWLEDGING SEWER SERVICE PROVIDERS]**

**SHERIDAN STATION WEST  
METROPOLITAN DISTRICT**

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

Attest:

\_\_\_\_\_  
Secretary or Assistant Secretary

**EXHIBIT A**

Property

**EXHIBIT A-1**  
**INITIAL DISTRICT BOUNDARY LEGAL DESCRIPTION**

BEING A PORTION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 69 WEST, 6<sup>TH</sup> P.M. CITY OF LAKEWOOD, COUNTY OF JEFFERSON, STATE OF COLORADO. MORE PARTICULARLY DESCRIBE AS FOLLOWS:

BEARINGS ARE BASED ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, BEING MONUMENTED ON THE EAST 1/4 CORNER BY AN ILLEGIBLE 3-1/4" BRASS CAP IN RANGE BOX AND MONUMENTED ON THE CENTER 1/4 CORNER BY AN ILLEGIBLE 3-1/4" BRASS CAP IN RANGE BOX. SAID LINE BEARS SOUTH 89°47'38" WEST WITH A DISTANCE OF 2648.68 FEET.

COMMENCING AT SAID EAST 1/4 CORNER;

THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, SOUTH 89°47'38" WEST A DISTANCE OF 1138.64 FEET;  
THENCE DEPARTING SAID SOUTH LINE NORTH 00°19'28" EAST WITH A DISTANCE OF 25 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST 10<sup>TH</sup> AVENUE AND POINT OF BEGINNING;

THENCE ALONG A LINE BEING PARALLEL TO AND 25.00 FEET NORTH OF SAID SOUTH LINE OF THE NORTHEAST 1/4 SOUTH 89°47'38" WEST 372.70 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 2 BLOCK 1 OF GREENSPIRE ESTATES SUBDIVISION;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 00°18'03" EAST A DISTANCE OF 165.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2;

THENCE SOUTH 89°47'38" WEST 144.08 FEET TO THE NORTHWEST CORNER OF LOT 4 BLOCK 1 OF GREENSPIRE ESTATES SUBDIVISION;

THENCE NORTH 00°18'03" EAST 305.45 FEET TO THE NORTHWEST CORNER OF LOT 1 BLOCK 1 OF GREENSPIRE ESTATES SUBDIVISION. SAID POINT BEING 165.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4;

THENCE ALONG A LINE BEING 165.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, NORTH 89°47'38" EAST 516.97 FEET;

THENCE SOUTH 00°19'28" WEST 470.46 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 219,384 SQUARE FEET OR 5.036 ACRES.

EXHIBIT A-2

INCLUSION AREA BOUNDARY LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 69 WEST, 6<sup>TH</sup> P.M. CITY OF LAKEWOOD, COUNTY OF JEFFERSON, STATE OF COLORADO. MORE PARTICULARLY DESCRIBE AS FOLLOWS:

BEARINGS ARE BASED ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, BEING MONUMENTED ON THE EAST 1/4 CORNER BY AN ILLEGIBLE 3-1/4" BRASS CAP IN RANGE BOX AND MONUMENTED ON THE CENTER 1/4 CORNER BY AN ILLEGIBLE 3-1/4" BRASS CAP IN RANGE BOX. SAID LINE BEARS SOUTH 89°47'38" WEST WITH A DISTANCE OF 2648.68 FEET.

COMMENCING AT SAID EAST 1/4 CORNER;

THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, SOUTH 89°47'38" WEST A DISTANCE OF 662.17 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 00°16'54" EAST WITH A DISTANCE OF 25 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST 10<sup>TH</sup> AVENUE AND POINT OF BEGINNING;

THENCE ALONG A LINE BEING PARALLEL TO AND 25.00 FEET NORTH OF SAID SOUTH LINE OF THE NORTHEAST 1/4 SOUTH 89°47'38" WEST 993.23 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 4 BLOCK 1 OF GREENSPIRE ESTATES SUBDIVISION;

THENCE NORTH 00°18'03" EAST 470.45 FEET TO THE NORTHWEST CORNER OF LOT 1 BLOCK 1 OF GREENSPIRE ESTATES SUBDIVISION. SAID POINT BEING 165.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4;

THENCE ALONG A LINE BEING 165.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, NORTH 89°47'38" EAST 993.07 FEET;

THENCE SOUTH 00°16'54" WEST 470.45 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 467,213 SQUARE FEET OR 10.725 ACRES.

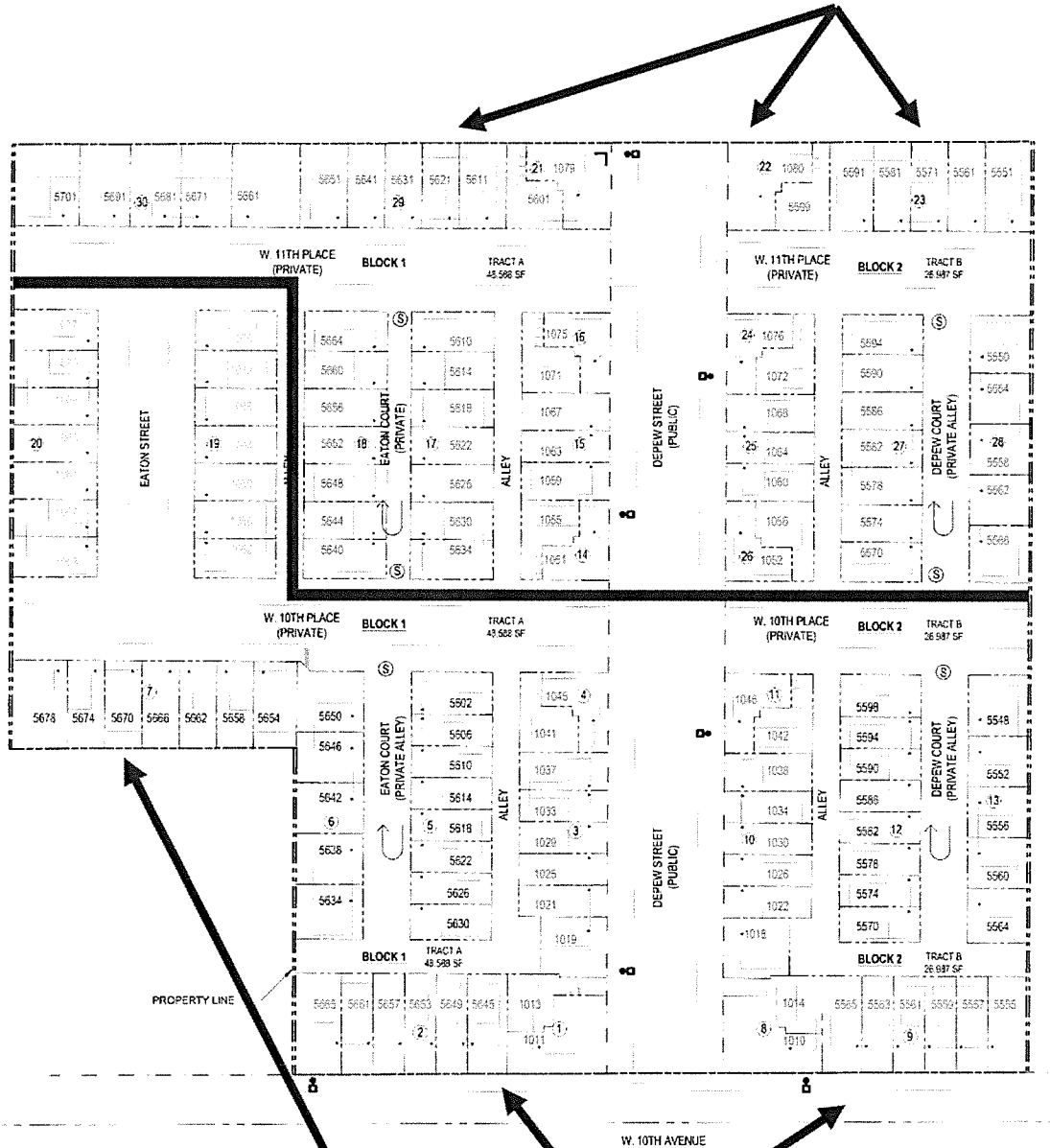
**EXHIBIT B**

City Sewer Service and ELSD Service Areas for the Property



# West Line Village - Sewer Service Providers

City of Lakewood Sewer Service



East Lakewood Sanitation District Service

## EXHIBIT C

### Information Regarding ELSD

- ELSD's website is: <http://www.eastlakewoodsd.org/> ("**ELSD Website**").
- Copies of the ELSD Regulations and ELSD Rates may be obtained from ELSD and are also available on the ELSD Website.
- As of the date of this Resolution, the then-current ELSD Regulations are available here: [http://www.eastlakewoodsd.org/wp-content/uploads/2016/07/AMENDED-AND-RESTATED-RULES-AND-REGULATIONS-JULY-2015\\_2015.pdf](http://www.eastlakewoodsd.org/wp-content/uploads/2016/07/AMENDED-AND-RESTATED-RULES-AND-REGULATIONS-JULY-2015_2015.pdf).
- As of the date of this Resolution, the then-current ELSD Rates are available here: <http://www.eastlakewoodsd.org/wp-content/uploads/2018/03/ELSD-2018-fees.pdf>.
- ELSD's District Manager is CliftonLarsonAllen, LLP, 8390 E. Crescent Pkwy., Suite 300, Greenwood Village CO, (303) 779-4525.
- General questions regarding ELSD can be directed to: (303) 779-4525.
- Questions regarding billing for ELSD can be directed to: (303) 265-7949.

## EXHIBIT D

### Information Regarding City Sewer Services

- The City Sewer Service's website is: <https://www.lakewood.org/Finance/Water-Sewer-and-Stormwater-Utility-Billing> ("**City Sewer Service Website**").
- Copies of the City Sewer Service's Rates may be obtained from the City and are also available on the City Sewer Service Website.
- As of the date of this Resolution, the then-current ELSD Regulations are available here: [http://www.eastlakewoodsd.org/wp-content/uploads/2016/07/AMENDED-AND-RESTATED-RULES-AND-REGULATIONS-JULY-2015\\_2015.pdf](http://www.eastlakewoodsd.org/wp-content/uploads/2016/07/AMENDED-AND-RESTATED-RULES-AND-REGULATIONS-JULY-2015_2015.pdf).
- As of the date of this Resolution, the then-current City Sewer Service Rates are available here: <https://www.lakewood.org/Finance/Water-Sewer-and-Stormwater-Utility-Billing#section-6>
- The City Sewer Service's Manager is \_\_\_\_\_
- General questions regarding the City Sewer Service can be directed to: (303) 987-7615.
- Questions regarding billing for City Sewer Service can be directed to: (303) 987-7615; or online at: <https://upay.lakewood.org/>



June 14, 2019

Sheridan Station West Metropolitan District  
c/o: Mr. David Solin  
Special District Management Services, Inc.  
141 Union Blvd, Suite 150  
Lakewood, CO 80228

**RE: PROPOSAL FOR DISTRICT ENGINEERING AND COST CERTIFICATION SERVICES  
SHERIDAN STATION WEST METROPOLITAN DISTRICT  
LAKEWOOD, COLORADO**

Dear Mr. Solin:

Ranger Engineering, LLC ("Ranger") is excited for the opportunity to submit a proposal to provide Sheridan Station West Metropolitan District ("District") with District Engineering and Cost Certification Services related to the Public Improvements. Ranger plans to certify outstanding district eligible costs spent to date associated with Public Improvements. The District is generally located near the Lakewood/Denver border line, within the City of Lakewood in Jefferson County, Colorado. The land is approximately 5 acres, with the potential to add 2 additional acres in the future.

The completed costs for the public improvements are expected to be approximately \$4,000,000-\$5,000,000. It is anticipated that the costs related to public improvements will exceed the allowable maximum debt of the District.

Any estimated fees assume that documentation necessary to complete the current cost certification will be provided at the onset of the review process. If incomplete documentation is provided, or additional documentation is provided after the review process, additional fees may be incurred by the District. Documents to be provided include, but are not limited to:

- Executed Contracts and Bid Tabs
- Approved Construction Drawings
- Acceptable Proof of Payment (Cancelled checks and bank statements or lien waivers)
- Invoices and/or Pay Applications
- Approved changes or amendments to contract documents
- Copies of any agreements that will impact District funding
- Local jurisdiction inspection and acceptance documentation

Within this proposal are the following:

- Exhibit A - Scope of Work
- Exhibit B - Compensation
- Signature Page
- General Conditions
- Exhibit C – Hourly Rate Schedule

Guiding clients through their engineering and construction management needs

2590 Cody Ct., Lakewood, CO 80215

**EXHIBIT A**  
**SCOPE OF WORK**

**I. ENGINEER'S REPORT AND CERTIFICATION OF DISTRICT ELIGIBLE COSTS**

1. Receive and review documentation (i.e. plans, contracts, agreements, invoices, pay applications, proofs of payment, etc.) of District costs during phases construction.
2. Determine District eligible costs and verify as reasonable and paid.
3. Perform a site visit (photographs of constructed improvements will be taken for the District's record) if construction has started, to verify reasonableness of percentages complete as indicated by the contractor pay applications.
4. Categorize all District eligible costs according to the Service Plan categories, or as otherwise directed by the District.
5. Track all costs to date and maintain master list of costs.
6. Meet with or call the District as necessary to provide updates and receive answers to questions that may arise.
7. Prepare and deliver an Engineer's Report and Certification, as a single PDF document, to the District at the end of each phase of construction.

**EXHIBIT B**  
**COMPENSATION**

I. ENGINEER'S REPORT AND CERTIFICATION COST ESTIMATE: \$6,000 – \$8,000

TIME & MATERIALS (SUGGESTED BUDGET)

Final costs will be impacted by amount of costs for review, and complexity of the documentation.

Reimbursable expenses shall mean one hundred fifteen percent (115%) of all costs incurred by Ranger relative to the Project, including without limitation all approved outside consultants' fees, reproduction costs, messenger or special mail service, mileage and other Project-related expenses.

"Exhibit C", provided within, identifies Ranger's hourly rate schedule.

The terms of the attached "General Terms & Conditions", which Client hereby acknowledges receiving, are incorporated and made a part of this Proposal. The T&M fees for all services to be completed that are not authorized to begin by December 31, 2019 are subject to a 5 percent increase per annum. If the above is acceptable, please have this Proposal executed. We will begin work as soon as we receive an executed copy of this Proposal. This Proposal will be null and void if not accepted by 90 days from the date of this proposal.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**



Thank you again for the opportunity to submit this Proposal. Should you have any questions, please do not hesitate to contact us.

Best Regards,

Ranger Engineering, LLC

\_\_\_\_\_  
Collin Koranda, PE

The undersigned is the (a) \_\_\_\_\_ actual owner of record of the property; (b) \_\_\_\_\_ authorized agent of the owner of the property; (c) \_\_\_\_\_ contract purchaser of the Property; (d) \_\_\_\_\_ general contractor (e) \_\_\_\_\_ uncertain

If (b), (c), (d) or (e) is checked, the property owner's name and address is \_\_\_\_\_.

**ACCEPTED: SHERIDAN STATION WEST  
METROPOLITAN DISTRICT**

By: \_\_\_\_\_  
(Authorized Representative)

Invoices will be sent to the Client via email.  
Invoices should be forwarded to:

\_\_\_\_\_  
(Printed Name)

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

TITLE: \_\_\_\_\_

Email: \_\_\_\_\_

DATE: \_\_\_\_\_

Phone: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

1. **ONE INSTRUMENT/INCONSISTENCIES** – These GENERAL TERMS AND CONDITIONS, and the Ranger PROPOSAL to which these terms are attached (collectively this “Agreement”) shall be deemed one instrument. Wherever there is a conflict or inconsistency between the provisions of these GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications, as applicable, the provisions provided for in these GENERAL TERMS AND CONDITIONS shall, in all instances, control and prevail. These GENERAL TERMS AND CONDITIONS shall apply to the work provided in the PROPOSAL to which this is attached or an amendment or modification, including an AGREEMENT FOR ADDITIONAL SERVICES.
2. **ENTIRE AGREEMENT** – These GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications represent the entire Agreement between the Parties and supercedes any and all prior oral or written understandings between the Parties. Changes to these GENERAL TERMS AND CONDITIONS shall only be binding when in writing and agreed to by both parties.
3. **MEDIATION** – All disputes between relating to this Agreement or the Project (as defined in the Proposal) shall first be submitted to mediation with a mediator selected by the Parties. The costs of the mediator shall be split evenly between Client and Ranger. If the Client and Ranger cannot agree on a mediator, then each of Client and Ranger shall nominate a mediator and the two nominated mediators shall select the ultimate mediator. Client and Ranger shall include a similar mediation provision in all of their respective agreements with other parties regarding the Project and will require all such other persons or entities to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers and fabricators. Such mediation shall be a condition precedent to a party filing any judicial or other proceeding against the other, except with regard to delinquent fees owed to Ranger.
4. **AUTHORIZATION TO SIGN** – The person signing this Agreement represents and warrants that he/she is signing this Agreement on behalf of the Client and is authorized to enter into this Agreement on the Client’s behalf.
5. **BREACH AND COST OF COLLECTION** – In the event Client breaches the terms of this Agreement, Ranger shall be entitled, in addition to the specific remedies provided for in this Agreement, to pursue all remedies available at law or in equity. Client further agrees that Ranger shall be entitled to recover all costs incurred in enforcing any provision of this Agreement, including court costs and reasonable attorney’s fees. All payments received from the Client will be credited first to interest, then to the cost of enforcement, and then to the amount due to Ranger.
6. **CHANGES IN REGULATORY ENVIRONMENT** – The services provided by Ranger under this Agreement were determined based upon the applicable municipal, county, state and/or federal regulations, codes, laws and requirements that were in existence on the date of this Agreement. Any material additions, deletions or changes in the regulatory environment, which require an increase in the scope of services to be performed, will be an Additional Service.
7. **CONTROLLING LAW** – This Agreement is to be governed by the laws of the State of Colorado.
8. **CURE PERIOD** – If during the project term, Client observes or becomes aware of any improper service which has been provided by Ranger, Client agrees to immediately notify Ranger of the same, in writing. Ranger shall then have five working days to cure, or begin to cure in a diligent manner, such improper service before Client may exercise its rights under any default and remedy provision provided for in this Agreement, including the right to take corrective action prior to the termination of the cure period. If Client fails to notify Ranger of any defects within thirty (30) working days of learning of the defects, any objections to Ranger’s work shall be waived. Ranger will not accept any backcharges unless Client has complied with the foregoing and allowed Ranger the opportunity to cure any problem.
9. **DELAYS** – Client agrees that Ranger shall not be responsible for damages arising directly from any delays for causes beyond Ranger’s control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes, severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the Client or the Client’s contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if delays resulting from any such causes increase the cost or time required by Ranger to perform its services in an orderly and efficient manner, Ranger shall be entitled to an equitable adjustment in schedule and/or compensation.
10. **ENGINEER’S OPINION OF PROBABLE COST** – Ranger’s Opinions of Probable Cost provided for herein, if applicable, are to be made on the basis of Ranger’s experience and qualifications and represents Ranger’s judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, because Ranger has no control over the cost of labor, materials, equipment or services furnished by others, the Contractor’s methods of determining prices, or competitive bidding or market conditions, Ranger cannot and does not warrant, represent or guarantee that proposals, bids or actual construction cost will not vary from Ranger’s Opinions of Probable Cost. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator.
11. **INDEMNITY** – To the fullest extent permitted by law, the Client shall waive any right of contribution and shall indemnify and hold harmless Ranger, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to, attorneys’ fees, arising out of or resulting from or in connection with the performance of the work which results from Client’s negligence or the negligence of Client’s agents. This indemnity shall not require the Client to indemnify Ranger for the negligent acts of Ranger or its agents.  
  
To the fullest extent permitted by law, Ranger shall waive any right of contribution and shall indemnify and hold harmless the Client, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from or in connection with the performance of the work which results from Ranger’s negligence or the negligence of Ranger’s agents. This indemnity shall not require Ranger to indemnify the Client for the negligent acts of the Client or its agents.
12. **RANGER’S INSURANCE COVERAGE** – Before work is commenced on the site, and throughout the duration of the project, Ranger shall maintain the following insurance coverage so as to indemnify Client from all claims of bodily injury or property damage that may occur from Ranger’s negligence:
  - a. Workmen’s compensation and occupational disease insurance covering all employees in statutory limits who perform any obligations assumed under Contract.
  - b. Public liability and property damage liability insurance covering all operations under contract; the limits for bodily injury or death not less than \$1,000,000 for each accident; for property damage, not less than \$500,000 for each accident.



- c. Automobile liability insurance on all self-propelled vehicles used in connection with the Project, whether owned, non-owned or hired; public liability limits of not less than \$1,000,000 for each accident.

At the Client's request, Ranger shall (i) provide a Certificate of Insurance evidencing Ranger's compliance with the above requirements, and (ii) include Client as an "additional insured" on the insurance policy.

13. **LIMITATION OF RANGER'S LIABILITY** – In recognition of the relative risks of the Project to the Client and Ranger, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Ranger and Ranger's consultants to Client, to Contractor and any Subcontractors on the Project and to those claiming by or through Client for any and all claims, losses, costs, damages or claim expenses from any cause or liability of Ranger's or Ranger's consultants to all of those named herein with respect to the Project shall not exceed \$50,000.00 or the agreed upon professional services fee, whichever is greater. Should Client desire a greater limitation of liability it is available for an additional fee as agreed to in writing by Client and Ranger.

Client acknowledges and understands that Ranger's liability exposure for potential claims related to its performance of services is being specifically limited by this Agreement, and that Client's potential recovery in a claim situation is limited to the amount herein. Client agrees that based upon Ranger's fee and services, it is unreasonable to hold Ranger responsible for liability exposure greater than the set limit.

14. **INFORMATION TO BE PROVIDED TO RANGER** – Client agrees to provide Ranger with such site information as may be needed to enable Ranger to perform its services. Such information may include but shall not be limited to: latest plat of record; current title report and the documents contained therein; previous reports; title search report/chain-of-title documents; copies of environmental permits, registrations, liens, or cleanup records for the property; building plans and specifications; location, elevation and sizes of existing gas, telephone, electrical, street lighting and cable television lines on-site and off-site; boundary survey; wetland delineation; soil borings; archaeological phase 1 survey; first floor foundation plan and such other information as may be requested by Ranger, from time to time. Client shall not be responsible for providing site information which Ranger has specifically agreed to provide in its Proposal.

15. **RANGER'S RELIANCE ON INFORMATION PROVIDED** – Ranger may rely on the accuracy and completeness of any information furnished to Ranger by or on Client's behalf. Furthermore, Client agrees to hold Ranger harmless from any engineering errors, including but not limited to, grading, earthwork analysis and off-site stormwater outlets, resulting from inaccurate site information which is provided by Client, including topographical surveys which have been prepared by consultants other than Ranger.

16. **PAYMENT** – Invoices will be submitted to the Client for payment on a monthly basis as the work progresses. Invoices are due within thirty days of rendering. Within thirty days of receipt of Invoice, Client shall examine the invoice in detail to satisfy themselves as to its accuracy and completeness and shall raise any question or objection that Client may have regarding the invoice within this thirty-day period. After sixty (60) days from receipt of invoice, Client waives any question or objection to the invoice not previously raised. If Client fails to make any payment due Ranger for services and expenses within thirty days after receipt of Ranger's invoice therefore, the amounts due Ranger will be increased at the rate of 1.0 percent per month (or the maximum rate of interest permitted by law, if less), from said thirtieth day. In addition, Ranger may, after giving notice to Client, suspend services under this Agreement until Ranger has been paid in full all amounts due for services, expenses and charges. In the event Ranger elects to suspend its services, and after receipt of payment in full by Client, Ranger shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Ranger to resume performance. In addition, prior to commencing such services, Ranger shall have the right, from time to time, to require Client to provide a retainer payment for services to be rendered. Ranger shall have no liability to Client for any costs or damages incurred as a result of such suspension that is caused by Client.

17. **PERMITS & FEES** – Unless the proposal specifically provides otherwise, Client shall be responsible for paying all application and permit fees and obtaining all permits. Ranger does not warrant, represent or guarantee that the permits or approvals will be issued.

18. **RIGHTS-OF-WAY & EASEMENTS** – Client shall be responsible for obtaining (or vacating) all right-of-way, easements, real covenants and/or agreements necessary for the proper development of the property, including but not limited to right-of-way and easements which may be necessary for roadway and access improvements; stormwater conveyance and detention; sanitary sewer collection, pumping and treatment facilities; water distribution, treatment or storage facilities; and temporary construction access.

19. **SEVERABILITY** – If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

20. **STANDARD OF CARE** – Ranger will strive to perform its services in accordance with a manner consistent with the level of care and skill ordinarily exercised by other Design Professionals in the same locale.

21. **TERMINATION** – This Contract shall terminate at the time Ranger has completed its services for Client, or prior to that time, if one party provides to the other party written notice, whereby such termination date shall be effective seven (7) days after receipt of such notice. Client agrees to pay for all services, expenses and charges, as agreed, which have been incurred by Ranger through the date of termination.

22. **THIRD PARTY BENEFICIARY** – If Client is a contractor for the owner of the property, the parties acknowledge that Ranger is intended to be a third party beneficiary of the construction contract entered into between owner and Client.

23. **USE OF DOCUMENTS AND ELECTRONIC DATA** – All documents (including drawings and specifications) as well as electronic data (including designs, plans or data stored in machine readable form) that are provided to Client are instruments of service with respect to the Project. Ranger grants an irrevocable non-exclusive license to the Client relative to the Client's use of the documents in connection with the Project. Client agrees not to reuse or make any modification to the documents without the prior written authorization of Ranger. The authorized reproduction of the documents/electronic data from Ranger's system to an alternate system cannot be accomplished without the introduction of inaccuracies, anomalies and errors, and therefore, Ranger cannot and does not make any representations regarding such compatibility. With respect to such reproduction or unauthorized use, Client agrees to indemnify and hold Ranger harmless from all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising from Client's unauthorized use, misuse, modification or misinterpretation of the documents or electronic data.

24. **WAIVER OF CONSEQUENTIAL DAMAGE** – Client and Ranger mutually agree to waive all claims of consequential damages arising from disputes, claims or other matters relating to this Agreement.

25. **RANGER'S SITE VISITS** – If requested by Client or as required by the Proposal, Ranger shall visit the site at intervals appropriate to the various stages of construction as Ranger deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work. Construction staking or survey control staking is not considered a site visit. Such visits and observations by Ranger are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve inspections of the work beyond the responsibilities specifically assigned to Ranger in this Agreement, but rather are to be limited to spot checking, and similar methods of general observation of the work based on Ranger's exercise of professional judgment. Based on information obtained during such visits and such observations, Ranger shall endeavor to determine in general if such work is proceeding in accordance with the contract documents and Ranger shall keep Client informed of the progress of the work.

The purpose of Ranger's visits to the site will be to enable Ranger to better carry out the duties and responsibilities assigned to and undertaken by Ranger hereunder. Ranger shall not, during such visits or as a result of such observations of work in progress, supervise, direct or have control over the work, nor shall Ranger have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work, for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to the furnishing and performing the work or authority to stop the work. Accordingly, Ranger neither guarantees the performance of any contractor(s) nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract documents. Should the Client determine that such service is necessary, Ranger will provide such services as the resident project representative as an Additional Service.

Ranger shall not have the authority to instruct any contractor to suspend or terminate its work on the Project. Ranger shall not be responsible for the acts or omissions of any contractor(s), or of any subcontractor(s), any supplier(s), or of any other person or organization performing or furnishing any of the work.

26. **DESIGN WITHOUT CONSTRUCTION ADMINISTRATION** – It is understood and agreed that Ranger's basic services under this Agreement do not include project observation or review of the Client's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of any contract documents and for construction observation, and the Client waives any claims against Ranger that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Ranger, its officers, directors, employees and subconsultants (collectively, Ranger) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to any contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Ranger. If the Client requests in writing that Ranger provide any specific construction phase services and if Ranger agrees in writing to provide such services, then Ranger shall be compensated for Additional Services as provided in Exhibit A.



## EXHIBIT C

### ADDITIONAL SERVICES

Additional services (including, but not limited to those listed within) shall be performed by Ranger Engineering, if requested, at an additional cost ("Additional Services"). The following services or items are not included within the scope of work outlined in this PROPOSAL to which this is attached unless specifically set forth therein. Such additional services shall be provided either for an agreed upon Lump Sum Fee or on a Time and Material Basis, subject to the rates as listed below:

### SCHEDULE OF TIME AND MATERIAL RATES FOR 2019

<u>CATEGORY</u>	<u>CURRENT HOURLY RATES</u>
Professional Engineer	\$150.00
Expert Testimony & Depositions	\$250.00
	<u>REIMBURSABLES</u>
Mileage	\$0.55/mile
Reimbursable Expenses	Cost + 15%

## SERVICE AGREEMENT FOR SNOW REMOVAL SERVICES

THIS SERVICE AGREEMENT FOR SNOW REMOVAL SERVICES (“**Agreement**”) is entered into and effective as of the 3<sup>rd</sup> day of September, 2019, by and **SHERIDAN STATION WEST METROPOLITAN**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **METCO LANDSCAPE, INC.**, a corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

### RECITALS

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

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

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

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

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

### I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

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

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

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

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

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

#### 1.2 Limitations on Authority.

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

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

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

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

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

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

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

## II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in Exhibit A attached hereto, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as Exhibit C ("Change Order").

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

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

## III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on May 31, 2020.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

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

#### IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal

Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

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

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

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

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



## V. MISCELLANEOUS

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

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

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

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

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

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

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

5.8 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District:	Sheridan Station West Metropolitan District 141 Union Blvd., Suite 150 Lakewood, CO 80228 Phone: 303-987-0835 Email: pripko@sdmsi.com Attn: Peggy Ripko
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With a Copy To: McGeady Becher P.C.  
450 E. 17<sup>th</sup> Avenue, Suite 400  
Denver, CO 80203  
Phone: (303) 592-4380  
Email: mbecher@specialdistrictlaw.com  
Attn: Megan Becher

To Consultant: METCO Landscape, Inc.  
1325 W. Quincy Ave  
Englewood, CO 80110  
Phone: 303-421-3100  
Email: shawnd@metcolandscape.com  
Attn: Shawn Dean

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

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

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

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

5.12 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver

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

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

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

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

**[SIGNATURE PAGE FOLLOWS]**

[SIGNATURE PAGE TO SERVICE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Consultant:  
METCO Landscape, Inc.

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

STATE OF COLORADO )  
 ) ss.  
COUNTY OF [ ] )

The foregoing instrument was acknowledged before me this [ ] day of [ ], 2019, by [ ], as [ ] of METCO Landscape, Inc.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

District:  
**Sheridan Station West Metropolitan District**

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

STATE OF COLORADO )  
 ) ss.  
COUNTY OF [ ] )

The foregoing instrument was acknowledged before me this [ ] day of [ ], 2019, by [ ], as [ ] of Sheridan Station West Metropolitan District

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**SCOPE OF SERVICES/COMPENSATION**

See attached.

METCO LANDSCAPE, INC.



**Exhibit "A"**

**2019 – 2020 Snow Removal Rates**

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\$105.00	Per hour, pick-up truck with 7.5-foot plow.
\$55.00	Per hour, per laborer, hand shoveling.
\$65.00	Per hour, snow blower.
\$80.00	Per hour, ATV w/blade.
\$155.00	Per hour, Skid Steer with pusher/plow.
\$250.00	Per hour, front end loader with pusher/box.
\$180.00	Per hour, dump truck 10 yard.
\$0.80	Per pound, ice melt plus \$55.00 per hour application
\$230.00	Per ton, Ice Slicer plus \$105.00 per hour application.

**Additional services if requested by client:**

Obstacle identification service \$2.50 per stake, plus hourly rate for hand shoveler/labor \$55.00.

- 
- All services to be invoiced per hour, with a one-hour minimum charge per service and job site.
  - All material to be invoiced per pound or per ton.
  - Mobilization costs, portal to portal, will be included in the hourly services for each visit.
  - Snow removal on Thanksgiving Day, Christmas Day, New Year's Day and Easter will be charged at 1.5 times the normal rates.

**EXHIBIT B**  
**CERTIFICATION OF CONSULTANT**

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT C**  
**FORM OF CHANGE ORDER**

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

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

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

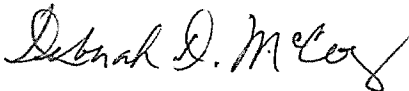
<b>APPROVED:</b>	
<b>By:</b>	
	<b>Consultant</b>



# SDMS

141 Union Boulevard, Suite 150  
Lakewood, CO 80228-1898  
303-987-0835 • Fax: 303-987-2032

## MEMORANDUM

TO: Board of Directors  
FROM: Deborah D. McCoy   
President  
DATE: June, 2019  
RE: Notice of Rate Restructuring

In accordance with the Management Agreement (“Agreement”) between the District and Special District Management Services, Inc. (“SDMS”), as of August 1, 2019, the hourly rates described in Article III for all services provided by SDMS shall be subject to the following rate restructuring schedule.

**District Management & Administration:**

Senior Managers and Managers	\$140.00 - \$190.00
Assistant Managers & Admin. Coordinators	\$115.00 - \$150.00

**Finance & Accounting:**

Senior Accountants and Accountants	\$130.00 - \$160.00
Assistant Accountants & AP Coordinators	\$110.00 - \$150.00

**Utility Billing Service:** \$65.00

**Operations, Maintenance and Field Services:** \$75.00 - \$95.00

**Community Management:**

Managers and Assistant Managers	\$ 95.00 - \$140.00
Administrative Support	\$ 75.00 - \$140.00

SDMS is one of the few consultants that has not adopted a variable rate structure. We hope you will understand that, in order to keep up with the changes in our industry, it is beneficial to implement this rate restructuring so that we may continue to provide the best and most efficient management services you expect from SDMS.

We look forward to serving you for many years to come. Please feel free to speak directly with your current District Manager if you have questions.