

LINCOLN STATION METROPOLITAN DISTRICT
SPECIAL BOARD MEETING AGENDA

Board of Directors:

Steve Taniguchi, President	May 2023
Richard McClintock, Assistant Secretary / Treasurer	May 2023
VACANT, Secretary / Treasurer	May 2022
VACANT, Assistant Secretary / Treasurer	May 2022
VACANT, Assistant Secretary / Treasurer	May 2022

Date: June 9, 2020
Time: 3:00 p.m.
Place: 4221 Brighton Blvd., Denver, CO 80216
Dial In: 720-547-5281; Conference ID: 285 928 199#

- I. Call To Order / Declaration of Quorum
- II. Directors Qualifications / Disclosure Matters
 - i. Consider Appointing Vacancies
 - ii. Oath of Office
- III. Public Comment For Matters Not on Agenda

CONSENT AGENDA (Section IV)

Consent Agenda - The items listed below are a group of items to be acted on with a single motion and vote by the Board. The Board has received the information on these matters prior to the meeting. An item may be removed from the consent agenda to the regular agenda, if desired, by any Board member. Items on the consent agenda are then voted on by a single motion, second, and vote by the Board.

- IV. Consider Approval of November 13, 2019 Regular Meeting Minutes (enclosed)

DISCUSSION AGENDA (Section V–IX)

- V. Legal Matters
- VI. Manager’s Matters
 - a. Consider approval/ratification of Access Agreement OLS Entities (enclosed)
 - b. Brightview Landscaping Proposals (enclosed)
- VII. Financial Items

- a. Review and Accept March 31, 2020 Financial Statements and Cash Position Report (to be distributed)
- b. Ratify Interim Claims Totaling \$254,000.76 (enclosed)
- c. Conduct Public Hearing to Consider Amendment to 2019 Budget; Adopt Resolution 2020-06-01 to Amend 2019 Budget (enclosed)
- d. Other

VIII. Director Items

- a. Approve Bill.com
- b. Other

IX. Adjournment

The Next Regular Board Meeting is November 13, 2020 at 10:00 a.m. at TBD.

**MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
LINCOLN STATION METROPOLITAN DISTRICT
HELD
NOVEMBER 13, 2019**

A regular meeting of the Board of Directors (the “Board”) of the Lincoln Station Metropolitan District (the “District”) was held on Wednesday, November 13, 2019, at 10:00 A.M. at Westfield Company at 4221 Brighton Blvd, Denver CO 80216.

Attendance: In attendance were Board members:

Steven Taniguchi
Richard McClintock (via telephone)
Nate Melchior

Also in attendance were:

Anna Jones, Jordan Honea, Denise Denslow via telephone (at 10:44 a.m.)
and Jason Carroll; CliftonLarsonAllen LLP
Tamara Seaver & Alicia Corley; Icenogle Seaver Pogue P.C. (via
telephone)

I. Call to Order / Declaration of Quorum

Director Taniguchi called the meeting to order at 10:03 a.m. The Board excused the absence of Director Schwartz.

II. Director Qualification / Disclosure Matters

Ms. Seaver advised the Board that, pursuant to Colorado law, certain disclosures would be required prior to taking official action at the meeting. The Board reviewed the agenda for the meeting, following which each Board member confirmed the contents of written disclosures previously made, stating the fact and summary nature of any matters, as required under Colorado law, to permit official action to be taken at the meeting. Written disclosure statements from each Board member were filed with the Secretary of State prior to the meeting, as required by Colorado law.

Directors Taniguchi and McClintock disclosed their financial interests are undetermined, but is substantial as they own, directly or indirectly, a part of the Series 2006 General Obligation Bonds and Series 2014B Subordinate General Obligation Convertible Capital Appreciation Bonds. They are also purchasers under a Contract to Purchase Taxable Property with Lincoln Station, LLC to acquire undivided 14% interests in and to a parcel of land within the boundaries of the District. These disclosures are associated with approval of items on the agenda that could impact their interests.

III. Approval of / Additions To / Deletions from Agenda

No additions to Agenda.

IV. Public Comment for Matters Not on Agenda

None.

CONSENT AGENDA

V. Approve Minutes of September 10, 2019 Special Meeting Minutes

VI. Insurance Renewal

Upon a motion duly made by Director McClintock, seconded by Director Melchior, and upon a vote, unanimously carried, the Board approved the Consent Agenda items V and VI.

DISCUSSION AGENDA

VII. Financial Items

A. Review and Accept September 30, 2019 Financial Statements and Cash Position Report

Mr. Carroll reviewed the financial statements and cash position report. Upon a motion duly made by Director McClintock, seconded by Director Melchior, and upon a vote, unanimously carried, the Board accepted the September 30, 2019 Financial Statements and Cash Position Report.

B. Ratify Interim Claims Totaling \$391,446.18

Mr. Carroll reviewed the claims with the Board. Upon a motion duly made by Director McClintock, seconded by Director Melchior, and upon a vote, unanimously carried, the Board ratified interim claims totaling \$391,446.18.

C. Approve Current Claims Totaling \$TBD

Ms. Jones noted that this was a repetitive item that would be removed from future agendas.

D. Conduct Public Hearing to Consider Amendment to 2019 Budget; Adopt Resolution 2019-11-01 to Amend 2019 Budget

The Board opened the public hearing at 10:11 a.m. There were no public comments. The Board closed the public hearing at 10:11 a.m.

Mr. Carroll noted the 2019 budget would need to be amended because the paver project was an unanticipated expense. Upon a motion duly made by Director Melchior, seconded by Director McClintock, and upon a vote, unanimously carried, the Board approved the Resolution to Amend 2019 Budget.

E. Conduct Public Hearing to Consider Adoption of 2020 Budget, Appropriate Funds For Expenditures and Certify Mill Levies; Approve 2020 Budget and Resolution 2019-11-02 Adopting 2020 Budget, Appropriating Funds for Expenditures and Certify Mill Levies

The Board opened the public hearing at 10:11 a.m. There were no public comments. The Board closed the public hearing at 10:11 a.m.

Mr. Carroll noted that there were no unexpected items relating to the District AV or the mill levy. Director Taniguchi noted that he would propose making additional scheduled principal payments through 2022 if/as needed as opposed to changing the mill levy, keeping 7.500 for the General Fund, and 27.500 for the Debt Service Fund.

Upon a motion duly made by Director McClintock, seconded by Director Melchior, and upon a vote, unanimously carried, the Board approved the Resolution Adopting 2020 Budget, Appropriating Funds for Expenditures and Certify Mill Levies.

VIII. Attorney Items

A. Discuss Website Options

Ms. Jones presented the options and costs associated with creating and maintaining a website for the District. Ms. Corley noted the updated statute regarding online posting of meeting notices for special districts. The Board discussed and chose to table the discussion.

B. Review and Consider Approval of Resolution 2019-11-03 for 2020 District Election

Ms. Corley reported that Donette Hunter of Icenogle Seaver Pogue would be the Designated Election Official for 2020. She noted that the District does have the ability to cancel if there are fewer candidates than vacancies on the Board.

Upon a motion duly made by Director McClintock, seconded by Director Melchior, and upon a vote, unanimously carried, the Board approved the Resolution for 2020 District Election.

C. Review and Consider Approval of Resolution 2019-11-04 Annual Administrative Resolution

Upon a motion duly made by Director McClintock, seconded by Director Melchior, and upon a vote, unanimously carried, the Board approved the Annual Administrative Resolution.

D. Approve 2020 Snow Management Services, LLC Snow Management Services Contract

Ms. Jones reported that the cost has not changed from 2019 and that this is the same provider and crew. She noted that the amendment for 2020 keeps salt and other harmful chemicals away from the new concrete.

Upon a motion duly made by Director McClintock, seconded by Director Melchior, and upon a vote, unanimously carried, the Board approved the 2020 Snow Management Services LLC Snow Management Services Contract.

E. Ratify 2019 Snow Management Services, LLC Snow Management Services Amendment

Ms. Jones noted that there was an early snowstorm in 2019, warranting an amendment to the existing 2019 contract in order to ensure the newly laid concrete would not be harmed through the use of salt or chemicals in the snow removal process.

Upon a motion duly made by Director McClintock, seconded by Director Melchior, and upon a vote, unanimously carried, the Board approved the 2019 Snow Management Services, LLC Snow Management Services Amendment.

F. Approve Contract for BrightView 2020 Landscape Maintenance & Tree Replacement and Care Services

The Board discussed. Upon a motion duly made by Director McClintock, seconded by Director Melchior, and upon a vote, unanimously carried, the Board approved the contract for BrightView 2020 Landscape Maintenance & Tree Replacement and Care Services.

G. Ratify Public Works Construction / Improvement Contract with Chavez Services LLC

Upon a motion duly made by Director Melchior, seconded by Director McClintock, and upon a vote, unanimously carried, the Board approved the Public Works construction / Improvement Contract with Chavez Services.

H. Other

Ms. Corley reviewed the terms of the Director's parcel and noted that there were contracts related to the parcel. No motion needed; the Board would just need to provide direction to record the Notice of Director's Contract. Director Taniguchi directed Ms. Corley to record the Notice.

IX. Manager's Items

A. Discussion Regarding 2020 Paver Project

The Board discussed the potential for the replacement of pavers with concrete to the north and south of the roadway that was reconstructed in 2019. The District has budgeted \$220,000 for the 2020 project. Ms. Jones noted that she would require direction from the Board. Director McClintock recommended that the Board visit the District to look at the pavers in person in order to make an informed decision. Ms. Jones indicated she will follow-up with Mr. Taniguchi in early January to determine whether to follow through with the additional work.

Ms. Jones reported that Chavez Services will hold 2019 concrete prices through Spring 2020. The Board agreed to make a determination prior to that time in order to take advantage of the preferred pricing, if needed.

B. Other

None.

X. Director's Items

A. Other

None.

XI. Other Items

A. Engagement Letter with Icenogle Seaver Pogue

The Board discussed and will continue the engagement in 2020.

B. Engagement Letter with CliftonLarsonAllen

The Board discussed and will continue the engagement in 2020.

i. Letter Regarding Technology Fee

Mr. Carroll reviewed.

Director Taniguchi requested to see management fees to the District in 2018 and 2019. Ms. Jones noted that CLA took over management for the District in 2018. Director Taniguchi noted that he would like to ensure that the Board is acting as good stewards for the District.

XII. Adjournment

Upon a motion duly made by Director Taniguchi, seconded by Director Melchior, and upon a vote, unanimously carried, the Board adjourned the meeting at 11:09 a.m.

Respectfully submitted,

Secretary for the Meeting

PROPERTY ACCESS AGREEMENT

THIS PROPERTY ACCESS AGREEMENT (“the Agreement”) is entered into and made effective this 02 day of APRIL, 2020, by and between OLS-Preston, LLC, OLS-Meadowstone, LLC, OLS-PPA, LLC, OLS-PPH, LLC and OLS-1401, LLC (collectively, “the Owner”), and Lincoln Station Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (“the District”).

The Owner warrants and represents that they own the property located at 9380 Station Street Lone Tree, CO, commonly known as One Lincoln Station (“the Property”), and the Owner does hereby grant permission to the District and its agents, to enter a portion of the Property, designated on the site plan attached hereto as Exhibit A and to be known as “the Irrigation/Fountain Area”, to install, maintain and repair certain facilities that are intended to provide services to the District.

Owner accepts no responsibility for any losses or damages (personal or property) which District and its agents might incur as a result of using the Property. District agrees to repair any damage caused to the Property as result of its access to the Irrigation/Fountain Area within 30 days of Owner’s request.

District shall not transfer or assign District’s rights or obligations under this Agreement without the prior express written permission of Owner. District will permit no liens of any kind to be fixed upon or against the Property by District or its agents

District and/or its agents shall maintain at least the following insurance, with limits of liability no less than those stated below, while performing their activities at the Property:

- a) Comprehensive General Liability: Combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. Such policy shall name Owner as an additional insured.
- b) Worker’s Compensation Insurance: With limits of liability not less than those required by law.

Owner reserves their right as the legal owner of the Property to revoke this agreement at any time, by providing notice to District. Further, it is understood that the District must provide notice to the Owner’s property management team prior to accessing the Property.


Nothing herein or any actions taken by the District pursuant to this Agreement shall be deemed a waiver of the District’s sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes.

No modification, waiver, release or amendment of any provision of this Agreement shall be made except by written agreement signed by the parties hereto.




This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.


OWNER: OLS-PRESTON, LLC

By: 
Name: BRIAN BERGENSEN
Title: President
Date: 4/02/20

OWNER: OLS-MEADOWSTONE, LLC


By: 
Name: BRIAN BERGENSEN
Title: President
Date: 4/02/20

OWNER: OLS-PPA, LLC


By: 
Name: BRIAN BERGENSEN
Title: President
Date: 4/02/20



OWNER: OLS-PPH, LLC

By: 
Name: BRIAN BERGERSON
Title: President
Date: 4/02/20

OWNER: OLS-1401, LLC

By: 
Name: BRIAN BERGERSON
Title: President
Date: 4/02/20



DISTRICT: LINCOLN STATION METROPOLITAN DISTRICT



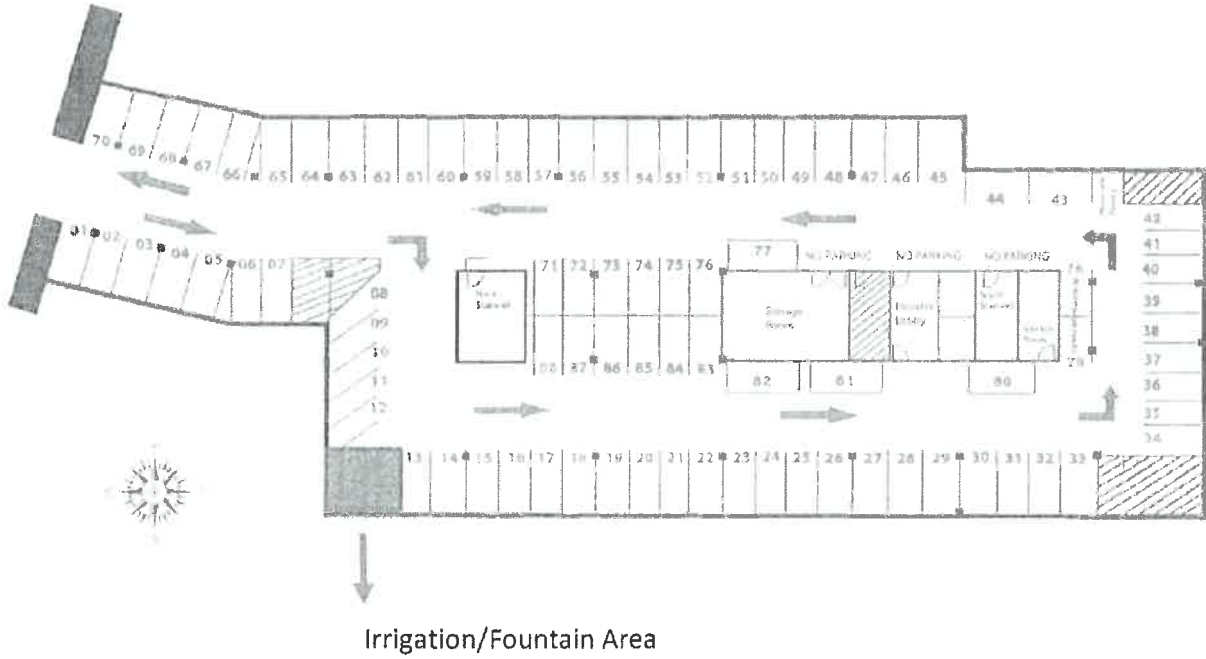
By: 
Name: STEVEN K. TANIGUCHI
Title: BOARD MEMBER
Date: APRIL 2, 2020



EXHIBIT A

Irrigation/Fountain Area

 **LINCOLN STATION** One Lincoln Station - Under Building Garage
9380 Station Street
Lone Tree, Colorado | 80124



Proposal for Extra Work at Lincoln Station Metro District

Property Name	Lincoln Station Metro District	Contact	Anna Jones
Property Address	9360, 9380 and 9400 Station Street Lone Tree, CO 80124	To	Lincoln Station Metro District
		Billing Address	c/o CliftonLarsonAllen LLC 8390 E Crescent Pkwy Ste 300 Greenwood Village, CO 80111

Project Name Remove and replace dead declining trees throughout district

Project Description Remove and replace trees throughout metro district. Options for planters and perennials.

Scope of Work

QTY	UoM/Size	Material/Description	Total
Planter option 4 beds by Clock Tower			\$11,247.55
1.00	LUMP SUM	Install 4 planters by Clock Tower and coffee shop	
1.00	LUMP SUM	Irrigation modifications	
2.00	CUBIC YARD	Planters mix - Amendment Installed	
1.00	LUMP SUM	Perennials/annuals to be installed. Selection TBD	
Tree/rock bed south side of office bulidng by retention pond			\$1,714.30
1.00	LUMP SUM	Install grasses and daylilies in beds after trees are removed	
16.00	EACH	GRASS, KARL FORESTER - 1 gal. Shrub/Perennial Installed	
16.00	EACH	DAYLILY, STELLA D'ORO - 1 gal. Shrub/Perennial Installed	
Tree Replacements, see attached map			\$39,991.11
1.00	LUMP SUM	Remove and replace 20 trees throughout property. See maps.	
4.00	EACH	Columnar English Oaks - 2" Deciduous Tree Installed	
7.00	EACH	MAPLE, AUTUMN BLAZE - 2" Deciduous Tree Installed	
1.00	EACH	GINNALA, MAPLE - 2" Deciduous Tree Installed	
5.00	EACH	HONEY LOCUST, SHADEMASTER- 2" Deciduous Tree Installed	
3.00	EACH	PEAR, CHANTICLEER - 2" Deciduous Tree Installed	
1.00	LUMP SUM	Remove existing 15 dead trees.	
1.00	LUMP SUM	STUMP GRINDER	
Perennial option 4 beds by Clock tower			\$1,714.30
1.00	LUMP SUM	Install grasses and daylilies in beds after trees are removed	
16.00	EACH	GRASS, KARL FORESTER - 1 gal. Shrub/Perennial Installed	

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

Proposal for Extra Work at Lincoln Station Metro District

16.00	EACH	DAYLILY, STELLA D'ORO - 1 gal. Shrub/Perennial Installed
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Images

Tree Replacements_

Planter ideas 2



For internal use only

SO# 7231994
JOB# 400400431
Service Line 130

Total Price \$54,667.26

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TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law; and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Public Manager

Signature

Title

Anna Jones

June 05, 2020

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager

Signature

Title

Ross Brown

June 05, 2020

Printed Name

Date

Job #: 400400431

Proposed Price: \$54,667.26

SO # 7231994

Proposal for Extra Work at Lincoln Station Metro District

Property Name	Lincoln Station Metro District	Contact	Anna Jones
Property Address	9360, 9380 and 9400 Station Street Lone Tree, CO 80124	To	Lincoln Station Metro District
		Billing Address	c/o CliftonLarsonAllen LLC 8390 E Crescent Pkwy Ste 300 Greenwood Village, CO 80111
Project Name	Retention pond revamp and perennial infill of rock bed.		
Project Description	Retention pond revamp and perennial infill of rock bed.		

Scope of Work

QTY	UoM/Size	Material/Description	Total
Retention Pond			\$11,064.30
1.00	LUMP SUM	Remove all existing plant material. Reconfigure irrigation. Excavate 2-4" of soil. Bring in new top soil for new plant material.	
1.00	LUMP SUM	Irrigation modification	
18.00	TON	1-1/2" Local River Rock - TON Rock/Gravel Installed	
1.00	LUMP SUM	SKID STEAR/Bobcat	
1,570.00	SQUARE FEET	Filter Fabric Installed	
75.00	EACH	GRASS, KARL FORESTER - 1 gal. Shrub/Perennial Installed	
60.00	EACH	DAYLILY, STELLA D'ORO - 1 gal. Shrub/Perennial Installed	
30.00	EACH	CATMINT, WALKERS LOW - 1 gal. Shrub/Perennial Installed	
Rock bed			\$3,712.75
1.00	LUMP SUM	Spot fill day lilies and catmint in bare spots. East side of building by RTD. Remove any dead/declining grass.	
1.00	LUMP SUM	Irrigation Modifications.	
30.00	EACH	DAYLILY, STELLA D'ORO - 1 gal. Shrub/Perennial Installed	
20.00	EACH	CATMINT, WALKERS LOW - 1 gal. Shrub/Perennial Installed	

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2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

Proposal for Extra Work at Lincoln Station Metro District

Images

retention pond



IMG_1017



IMG_1016



For internal use only

SO# 7237284
JOB# 400400431
Service Line 130

Total Price \$14,777.05

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law; and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Public Manager

Signature

Title

Anna Jones

June 05, 2020

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager

Signature

Title

Ross Brown

June 05, 2020

Printed Name

Date

Job #: 400400431

Proposed Price: \$14,777.05

SO # 7237284

Lincoln Station Metropolitan District

20

Check List

All Bank Accounts

November 12, 2019 - June 8, 2020

Check Number	Check Date	Payee	Amount
Vendor Checks			
1270	12/09/19	Advantage Security, Inc.	950.68
1271	12/09/19	Century Link	135.35
1272	12/09/19	CertaPro Painters-JDC Inc.	3,092.00
1273	12/09/19	Chavez Services LLC	3,000.00
1274	12/09/19	CliftonLarsonAllen, LLP	7,974.31
1275	12/09/19	CO Special District Prop & Liab	395.00
1276	12/09/19	Colorado Community Media	72.96
1277	12/09/19	Comcast	158.21
1278	12/09/19	Denver Water	17.58
1279	12/09/19	Icenogle Seaver Pogue, P.C	3,409.50
1280	12/09/19	Image360	311.96
1281	12/09/19	Orkin Pest Control	96.22
1282	12/09/19	Reidy Metal Services, Inc.	48.00
1283	12/09/19	Roth Property Maintenance, LLC	3,611.20
1284	12/09/19	Schindler Elevator Corp.	286.50
1285	12/09/19	Snow Management Services	28,571.55
1286	12/09/19	Summit Laboratories, Inc.	157.00
1287	12/09/19	Xcel Energy	903.64
1288	01/09/20	Advantage Security, Inc.	985.57
1289	01/09/20	Century Link	121.99
1290	01/09/20	CliftonLarsonAllen, LLP	6,436.25
1291	01/09/20	CO Special District Prop & Liab	6,920.00
1292	01/09/20	Comcast	147.53
1293	01/09/20	Icenogle Seaver Pogue, P.C	2,187.00
1294	01/09/20	Image360	138.99
1295	01/09/20	Orkin Pest Control	96.22
1296	01/09/20	Reidy Metal Services, Inc.	96.00
1297	01/09/20	Roth Property Maintenance, LLC	3,611.20
1298	01/09/20	Schindler Elevator Corp.	286.50
1299	01/09/20	Snow Management Services	37,185.95
1300	01/09/20	Summit Laboratories, Inc.	157.00
1301	01/09/20	Xcel Energy	645.77
1302	03/06/20	Fire Alarm Services, Inc.	216.25
1303	02/28/20	Advantage Security, Inc.	3,006.96
1304	02/28/20	Bristol Botanics, Inc.	4,853.50
1305	02/28/20	Century Link	120.99
1306	02/28/20	CliftonLarsonAllen, LLP	11,718.42
1307	02/28/20	Comcast	149.92
1308	02/28/20	DL Worth & Son	2,168.00
1309	02/28/20	Douglas County Building Division	245.00
1310	02/28/20	Icenogle Seaver Pogue, P.C	937.50
1311	02/28/20	Orkin Pest Control	192.44
1312	02/28/20	Reidy Metal Services, Inc.	240.00
1313	02/28/20	Roth Property Maintenance, LLC	3,782.89
1314	02/28/20	Schindler Elevator Corp.	286.50
1315	02/28/20	Snow Management Services	31,354.95
1316	02/28/20	Special District Association	803.99
1317	02/28/20	Summit Laboratories, Inc.	157.00
1318	02/28/20	US Bank	3,327.50
1319	02/28/20	Xcel Energy	1,198.19
1320	03/23/20	Advantage Security, Inc.	1,260.98
1321	03/23/20	Century Link	188.57
1322	03/23/20	CliftonLarsonAllen, LLP	1,901.87
1323	03/23/20	Icenogle Seaver Pogue, P.C	1,246.98
1324	03/23/20	Reidy Metal Services, Inc.	48.00
1325	03/23/20	Roth Property Maintenance, LLC	3,782.89
1326	03/23/20	Schindler Elevator Corp.	286.50

Lincoln Station Metropolitan District

Check List

All Bank Accounts

November 12, 2019 - June 8, 2020

Check Number	Check Date	Payee	Amount
1327	03/23/20	Snow Management Services	5,663.45
1328	03/23/20	Summit Laboratories, Inc.	314.00
1329	03/23/20	Xcel Energy	736.40
1330	04/17/20	Advantage Security, Inc.	1,260.98
1331	04/17/20	Brightview Landscape Services, Inc.	1,124.00
1332	04/17/20	Century Link	83.58
1333	04/17/20	CliftonLarsonAllen, LLP	3,494.93
1334	04/17/20	Comcast	299.84
1335	04/17/20	Douglas County Building Division	200.00
1336	04/17/20	Orkin Pest Control	96.22
1337	04/17/20	Reidy Metal Services, Inc.	144.00
1338	04/17/20	Roth Property Maintenance, LLC	3,782.89
1339	04/17/20	Schindler Elevator Corp.	1,629.53
1340	04/17/20	Snow Management Services	11,137.85
1341	04/17/20	Summit Laboratories, Inc.	157.00
1342	04/17/20	Xcel Energy	802.92
1343	06/02/20	Advantage Security, Inc.	1,260.98
1344	06/02/20	Brightview Landscape Services, Inc.	3,139.58
1345	06/02/20	CliftonLarsonAllen, LLP	11,955.05
1346	06/02/20	Comcast	314.76
1347	06/02/20	Conserve-A-Watt Lighting, Inc.	6,995.00
1348	06/02/20	Denver Water	2.83
1349	06/02/20	DL Worth & Son	469.57
1350	06/02/20	Icenogle Seaver Pogue, P.C	2,043.08
1351	06/02/20	Orkin Pest Control	96.22
1352	06/02/20	Reidy Metal Services, Inc.	48.00
1353	06/02/20	Roth Property Maintenance, LLC	3,782.89
1354	06/02/20	Schindler Elevator Corp.	582.34
1355	06/02/20	Snow Management Services	5,367.10
1356	06/02/20	Summit Laboratories, Inc.	157.00
1357	06/02/20	US Bank	1,100.00
1358	06/02/20	Xcel Energy	75.35
Vendor Check Total			254,000.76
Check List Total			254,000.76

Check count = 89

**LINCOLN STATION METROPOLITAN DISTRICT
GENERAL FUND
2019 AMENDED BUDGET**

	BUDGET 2019	AMENDED 2019
BEGINNING FUND BALANCES	\$ 54,807	\$ 155,628
REVENUES		
Property taxes	361,286	356,860
Specific ownership tax	36,129	36,237
Net investment income	-	3,855
Developer reimbursement	40,000	40,000
RTD maintenance contribution	171,371	219,854
Camden fee	29,219	39,265
Total revenues	<u>638,005</u>	<u>696,071</u>
TRANSFERS IN		
CAPITAL PROJECTS FUND	-	76,973
Total transfers in	<u>-</u>	<u>76,973</u>
Total funds available	<u>692,812</u>	<u>928,672</u>
EXPENDITURES		
General and administration		
Accounting	22,000	36,273
Audit	4,200	3,960
County Treasurer's fees	5,419	5,353
Dues and licenses	900	661
Holiday decorations	12,000	9,707
Insurance and bonds	6,800	6,505
Legal services	20,000	32,772
Miscellaneous	2,081	101
Parking license fee	40,000	40,000
Operations and maintenance		
District management	50,000	53,023
Engineering	4,100	18,621
Insurance - property	2,500	-
Landscape maintenance and repair	72,000	18,418
Maintenance and repairs	125,000	74,326
Parking R & M	52,000	-
Security patrol	25,000	16,019
Snow removal	88,000	162,544
Tree Care	10,000	5,600
Utilities and water	26,000	18,554
Paver replacement	-	236,606
Contingency	-	60,957
Total expenditures	<u>568,000</u>	<u>800,000</u>
Total expenditures and transfers out requiring appropriation	<u>568,000</u>	<u>800,000</u>
ENDING FUND BALANCES	<u>\$ 124,812</u>	<u>\$ 128,672</u>
EMERGENCY RESERVE	\$ 18,000	\$ 19,700
AVAILABLE FOR OPERATIONS	<u>106,812</u>	<u>108,972</u>
TOTAL RESERVE	<u>\$ 124,812</u>	<u>\$ 128,672</u>

**LINCOLN STATION METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2019 AMENDED BUDGET**

	BUDGET 2019	AMENDED 2019
BEGINNING FUND BALANCE	\$ 60,885	\$ 60,775
REVENUES		
Interest income	-	1,358
Tax Revenue - LID	8,500	17,873
Other revenue	-	30,000
Total revenues	<u>8,500</u>	<u>49,231</u>
EXPENDITURES		
Capital Projects		
Contingency	4,500	33,033
Total expenditures	<u>4,500</u>	<u>33,033</u>
TRANSFERS OUT		
GENERAL FUND	-	76,973
Transfers to other fund	<u>-</u>	<u>76,973</u>
Total expenditures and transfers out requiring appropriation	<u>4,500</u>	<u>110,006</u>
ENDING FUND BALANCE	<u>\$ 64,885</u>	<u>\$ -</u>

RESOLUTION NO. 20_____
RESOLUTION TO AMEND 2019 BUDGET

COMES NOW, Steven Taniguchi, the President of the Lincoln Station Metropolitan District (the “District”), and certifies that at a special meeting of the Board of Directors of the District held Tuesday, June 9, 2020, 4221 Brighton Blvd, Denver Colorado 80216 the following Resolution was adopted by affirmative vote of a majority of the Board of Directors, to-wit:

WHEREAS, the Board of Directors of the District appropriated funds for the fiscal year 2019 follows:

General Fund	\$ _____
Debt Service Fund	\$ _____
Capital Projects Fund	\$ _____

and;

WHEREAS, the necessity has arisen for additional expenditures and transfers by the District due to additional costs which could not have been reasonably anticipated at the time of adoption of the budget, requiring the expenditure of funds in excess of those appropriated for the fiscal year 2019; and

WHEREAS, funds are available for such an expenditure and transfer from surplus revenue funds of the District; and

WHEREAS, due and proper notice was published on June 7, 2020 in the *Denver Post* indicating (i) the date and time of the hearing at which the adoption of the proposed 2019 budget amendment will be considered; (ii) that the proposed budget amendment is available for inspection by the public at a designated place; and (iii) that any interested persons may file any objections to the proposed budget amendment at any time prior to the final adoption of the budget by the District, as shown on the publisher’s Affidavit of Publication attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the proposed budget amendment was open for inspection by the public at a designated place; and

WHEREAS, a public hearing was held on June 9, 2020 and interested persons were given the opportunity to file or register any objections to said proposed budget amendment and any such objections were considered by the Board of Directors; and

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the District shall and hereby does amend the budget for the fiscal year 2019 as follows:

General Fund	\$ _____
Debt Service Fund	\$ _____

Capital Projects Fund

\$ _____

BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the District to the General Fund, Debt Service Fund and Capital Projects Fund for the purpose stated, and that any ending fund balances shall be reserved for purposes of Article X, Section 20 of the Colorado Constitution.

Whereupon, a motion was made by Director _____ and seconded by Director _____, and upon a unanimous vote this Resolution was approved by the Board of Directors.

APPROVED AND ADOPTED THIS 9th DAY OF JUNE, 2020.

LINCOLN STATION METROPOLITAN DISTRICT

By: Steven Taniguchi, President

ATTEST:

By: Richard McClintock, Assistant Secretary

EXHIBIT A

Notice of Special Meeting
Affidavit of Publication
Notice as to Proposed 2019 Budget Amendment