

# INDY OAK TOD METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 • 800-741-3254  
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<https://indyoaktodmd.colorado.gov/>

## **NOTICE OF SPECIAL MEETING AND AGENDA**

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Jonnye Phifer	President	2023/May 2023
Hunter Thompson	Treasurer	2023/May 2023
Nicholas Coy	Asst. Secretary	2025/May 2025
Kristen Miller	Asst. Secretary	2023/May 2023
Eric Knorr	Asst. Secretary	2025/May 2025
Peggy Ripko	Secretary	

DATE: April 25, 2023

TIME: 4:00 P.M.

LOCATION: VIA ZOOM

*Please email Peggy Ripko if there are any issues (pripko@sdmsi.com)*

Join Zoom Meeting

<https://us02web.zoom.us/j/86267550643?pwd=V3RnRGRtWkRyUIZZc1VMWTJFZjFHdz09>

Call-In: 1-253-215-8782

Meeting ID: 862 6755 0643

Passcode: 987572

### I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest and confirm quorum.

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B. Approve Agenda, confirm location of the meeting, and posting of meeting notice.

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C. Review and consider approval of Minutes from the February 22, 2023 Special Meeting (enclosure).

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### II. PUBLIC COMMENT

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

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III. OPERATIONS AND MAINTENANCE MATTERS

- A. Review and consider approval of 2023 Landscape Maintenance Agreement with Environmental Designs, Inc. (enclosure).
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IV. FINANCIAL MATTERS

- A. Discuss matters related to potentially refinancing the District's General Obligation (Limited Tax Convertible to Unlimited Tax) Bonds, Series 2020A, in the amount of \$3,220,000, and Subordinate General Obligation Limited Tax Bonds, Series 2020B, in the amount of \$736,000 (collectively, the "2020 Bonds") with a General Obligation Refunding Loan (Taxable Converting to Unlimited Tax) (the "2023 Loan").
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- 1. Review responses/proposals to the District's Request for Proposals for Lenders for the 2023 Loan to refinance the District's 2020 Bonds.
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- 2. Discuss and consider approval of a term sheet for the 2023 Loan to refinance the District's 2020 Bonds.
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- 3. Discuss and consider appointing a Loan Committee related to the issuance of the 2023 Loan.
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- 4. Discuss and consider authorizing the Loan Committee to work with staff to obtain proposals for the engagement of various consultants for the 2023 Loan, including without limitation, an underwriter/placement agent, bond/loan counsel and an external financial advisor.
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V. LEGAL MATTERS

- A. \_\_\_\_\_

VI. OTHER MATTERS

- A. \_\_\_\_\_

VII. ADJOURNMENT ***THE NEXT REGULAR MEETING IS SCHEDULED FOR MAY 22, 2023.***

## RECORD OF PROCEEDINGS

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### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE INDY OAK TOD METROPOLITAN DISTRICT (THE “DISTRICT”) HELD FEBRUARY 22, 2023

A Special Meeting of the Board of Directors of the Indy Oak TOD Metropolitan District (referred to hereafter as the “Board”) was convened on Wednesday, February 22, 2023, at 6:00 p.m. This District Board meeting was held by Zoom. The meeting was open to the public via Zoom.

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**Directors in Attendance Were:**

Jonnye Phifer  
Hunter Thompson  
Nicholas Coy  
Kristen Miller

Following discussion, upon motion duly made by Director Phifer, seconded by Director Thompson and, upon vote, unanimously carried, the absence of Director Eric Knorr was excused.

**Also In Attendance Were:**

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

Suzanne Meintzer, Esq. and Jay Morse, Esq.; McGeady Becher P.C.

Diane Wheeler; Simmons & Wheeler, P.C.

Shelby Noble and Katie McVey; Piper Sandler & Co. (both for a portion of the meeting)

**Members of the Public:**

Jud Connelly, Resident

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**DISCLOSURE OF  
POTENTIAL  
CONFLICTS OF  
INTEREST**

Attorney Meintzer noted a quorum was present and discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State and to the Board. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting. Attorney Meintzer noted for the record that no disclosures were made

## RECORD OF PROCEEDINGS

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by any members of the Board prior to this meeting as all Board members are residents of the District; no disclosures were made during the meeting.

### ADMINISTRATIVE MATTERS

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

Following discussion, upon motion duly made by Director Phifer, seconded by Director Thompson and, upon vote, unanimously carried, the Board approved the Agenda, as amended.

**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 Phifer, seconded by Director Thompson and, upon vote, unanimously carried, the Board determined to conduct this meeting via Zoom and encouraged public participation via Zoom. The Board noted that notice of this meeting and teleconference number was duly posted and that it had not received any objections to the meeting or any requests that the meeting be changed by taxpaying electors within the District's boundaries.

**Designation of 24-Hour Posting Location:** Following discussion, upon motion duly made by Director Phifer, seconded by Director Thompson, 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 at least 24 hours prior to each meeting on the District's website at: <https://indyoaktodmd.colorado.gov/> or if posting on the website is unavailable, notice will be posted within the boundaries of the District.

**Minutes:** The Board reviewed the Minutes of the October 17, 2022 Special Meeting.

Following discussion, upon motion duly made by Director Phifer, seconded by Director Thompson and, upon vote, unanimously carried, the Board approved the Minutes.

### POTENTIAL BOND REFUNDING

Ms. McVey discussed with the Board an opportunity to refinance the District's General Obligation (Limited Tax Convertible to Unlimited Tax) Bonds, Series 2020A, in the amount of \$3,220,000, and Subordinate General Obligation Limited Tax Bonds, Series 2020B, in the amount of \$736,000 (collectively, the "2020 Bonds") with a General Obligation Refunding Loan (Taxable Converting to Unlimited Tax) (the "2023 Loan").

## RECORD OF PROCEEDINGS

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Following Discussion, the Board directed Piper Sandler & Co. to send out Requests for Proposals to evaluate available options for a 2023 Loan to refinance the 2020 Bonds.

### **PUBLIC COMMENT**

Mr. Connelly noted that he would like to address the Board during discussion of Landscape Issues; his comments have been incorporated below.

### **OPERATIONS AND MAINTENANCE MATTERS**

#### **Update from Landscape Committee:**

*Oak Street Update:* Ms. Ripko provided an update to the Board regarding Oak Street; installation of an Xcel meter has delayed the landscaping process.

*Pearson Grove Update:* Ms. Ripko provided an update to the Board regarding Pearson Grove; landscaping will proceed in the spring.

**District Services for 2023:** The Board discussed whether service agreements for 2023 were necessary. Ms. Ripko noted that all presently anticipated Service Agreements are in place and no further action is needed at this time.

### **FINANCIAL MATTERS**

**Payment of Claims:** Ms. Wheeler discussed with the Board the payment of claims for the period ending February 21, 2023, in the amount of \$109,334.97.

Following discussion, upon motion duly made by Director Phifer, seconded by Director Thompson and, upon vote, unanimously carried, the Board approved the payment of claims in the amount of \$42,945.00 and ratified approval of the payment of claims in the amount of \$66,389.97, for the period ending February 21, 2023.

The Board discussed payment of claims relating to snow removal services and directed Ms. Ripko to request itemized invoices from the snow removal contractor so the Board can review the invoices and determine whether unauthorized work is being performed. The Board further directed Ms. Ripko to determine if the District is responsible for snow removal on sidewalks along Independence Street, so residents can be properly informed if they have any personal responsibility for snow removal.

**Unaudited Financial Statements:** Ms. Wheeler reviewed with the Board the unaudited financial statements for the period ending December 31, 2022.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Phifer, seconded by Director Thompson and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending December 31, 2022.

### LEGAL MATTERS

**Status of the Intergovernmental Agreement for Oak Street Trail Connection Costs between the City of Lakewood and the District:** There was no update.

**Letter Agreement with Century at Oak Street, LLC regarding conditional acceptance of Tracts A and B Oak Street Subdivision Filing No. 1 for Motorcycle Parking:** The Board discussed the Letter Agreement with Century at Oak Street, LLC regarding conditional acceptance of Tracts A and B Oak Street Subdivision Filing No. 1 for Motorcycle Parking.

Following discussion, upon motion duly made by Director Coy, seconded by Director Thompson and, upon vote, unanimously carried, the Board approved the Letter Agreement with Century at Oak Street, LLC regarding conditional acceptance of Tracts A and B Oak Street Subdivision Filing No. 1 for Motorcycle Parking and appointed Director Phifer to work with McGeady Becher P.C. to finalize and execute necessary documents to facilitate the District's acquisition of the motorcycle parking spaces.

### COVENANT ENFORCEMENT/ DESIGN REVIEW

**Community Management Update:** Ms. Ripko discussed staffing changes at SDMS.

**Violation Reports:** Ms. Ripko discussed the Violation Reports with the Board.

**Conditions of Sidewalks:** Ms. Ripko discussed the condition of the sidewalks with the Board.

**Mulch Replacement/Upkeep:** Ms. Ripko discussed mulch replacement and upkeep with the Board.

**Damaged Concrete at Oak Street:** Ms. Ripko discussed damaged concrete with the Board, and noted that a contractor is proceeding on the matter.

**Snow Removal Issues:** Ms. Ripko discussed the snow removal issues, hand shoveling charges and piles in the wrong spots. The Board directed Ms. Ripko to distribute maps indicating snow storage locations.

**Landscape Issues:** Mr. Connelly discussed damaged landscape around his unit that was caused by voles. Ms. Ripko noted that landscaping will be addressed in

## RECORD OF PROCEEDINGS

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the spring, and that the District has a contract with Terminix for pest control services. Ms. Ripko suggested that the scope of services under the Terminix contract could possibly be expanded if future rodent problems arise.

**Proposal from Pet Scoop, Inc.:** The Board reviewed the proposal from Pet Scoop, Inc. for animal waste removal services.

Following discussion, upon motion duly made by Director Phifer, seconded by Director Coy and, upon vote, unanimously carried, the Board approved the proposal from Pet Scoop, Inc.

### **OTHER BUSINESS**

There was no other business at this time.

### **ADJOURNMENT**

There being no further business to come before the Board, upon motion duly made by Director Phifer, and seconded by Director Coy, and upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

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





# ENVIRONMENTAL DESIGNS, INC.

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

NORTHERN COLORADO  
(970) 237-6225  
3950 PATTON AVE.  
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## LANDSCAPE MAINTENANCE AGREEMENT

EDI Contact: Eric VanLaren  
Project Name: Pearson Grove  
Project Address 141 Union BLVD Suite 150, Lakewood, CO 80228

Proposal #: 107200  
Effective Date: April 1, 2023  
Termination Date: March 31, 2024

THIS LANDSCAPE MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of 4/1/2023 (the "Effective Date") by and between Environmental Designs, Inc. (the "Contractor") and Indy Oak Metro District (the "Client"). The Client and Contractor agree as follows:

### 1. SCOPE OF WORK

- A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, and tools required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.
- B. The Contractor shall commence work on the Effective Date and shall expire on the Termination Date unless sooner terminated as provided in this Agreement.

### 2. GENERAL PROVISIONS

- A. The Contractor shall be responsible for any damages caused by his work force while performing the requirements of this agreement. The Contractor shall provide Labor and Materials for the repair or replacement of these damages.
- B. This proposal shall expire unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the offering party receives notice of acceptance within ten (10) calendar days of the date of this contract. If accepted, this document shall become a contract between Client and Contractor. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between Client and Contractor.
- C. This agreement constitutes the entire contract between the Client and Contractor, and any prior agreements pertaining thereto, whether verbal or written, have been merged and integrated into this contract. No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by both the Client and an authorized agent of Contractor. Any obligation in this contract that, by its terms, is intended to be performed after completion shall survive the same.

### 3. TERMINATION

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

### 4. INSURANCE

- A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. The Contractor shall provide proof of coverage to the client prior to work being performed.

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

☎ 303.287.9113 Main ☎ 970.237.6225 Northern Colorado 📍 12511 East 112th Avenue, Brighton, CO 80640 🌐 [environmentaldesigns.com](http://environmentaldesigns.com)



# EXHIBIT A

## Scope of Services (the "Work")

<p><b>Weekly Services</b></p> <p>Weekly Services shall include the weekly monitoring of landscape areas for loose trash and debris, trimming of turf areas where necessary, weed control in beds, blowing of grass clippings from walks, porches, and curb lines, and mowing of all turf areas to a height of 3"-4" from May to September and twice monthly in April and October. Steel-blade edging along sidewalks and curbs will be performed bi-weekly from April to October.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p><b>Commercial Applicators are licensed by the Colorado Department of Agriculture.</b></p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">26</p>
<p><b>Aeration - Spring</b></p> <p>A core aeration of all turf areas shall be performed in the Spring to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p><b>Aeration - Fall</b></p> <p>A core aeration of all turf areas shall be performed in the Fall to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p><b>Fertilization - Spring Turf</b></p> <p>Spring Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to a strong "green up" during the spring, and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season. The Spring Fertilization application of fertilizer is coupled with a granular pre-emergent weed control to mitigate germination of weeds in turf areas. Thus, reducing the overall volume of weeds to be controlled with a broadleaf herbicide.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p><b>Fertilization - Summer Turf</b></p> <p>Summer Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the hot summer season and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p><b>Spring Leaf &amp; Debris Clean-up</b></p> <p>Spring Leaf &amp; Debris Clean-up consists of the cleaning of any leftover leaves, bed maintenance, and edging along sidewalks and hardscape as needed.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p><b>Fall Leaf &amp; Debris Clean-up</b></p> <p>Fall Leaf and Debris Clean-up includes the raking or blowing of leaves and removal from landscape areas after all of the leaves have fallen from the trees and shrubs on the property. All leaves and debris will be disposed of off site.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p><b>Prune / Cutback Grasses &amp; Perennials</b></p> <p>Prune / Cutback Grasses &amp; Perennials includes the late winter or early spring cutting of the Ornamental Grasses and Perennials to promote healthy growth in the next growing season.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p><b>Prune Trees &amp; Shrubs</b></p> <p>This service includes the one-time pruning of all shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) on site at the appropriate time during the growing season to accommodate normal growing habits. This includes the removal of nuisance growth and site restrictions. Large tree trimming and removal, rejuvenation pruning, full removal of dead and/or dying branches &amp; limbs, and other major pruning projects are available upon request under separate bid.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p><b>Prune Trees &amp; Shrubs - Touchup</b></p> <p>This service includes additional rounds of selective pruning of nuisance growth and site restrictions on shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) on site.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">3</p>

# EXHIBIT A

## Scope of Services (the "Work")

<p><b>Irrigation Activation</b></p> <p>This service includes the activation of the irrigation system and a full system check. If any repairs are necessary to complete the activation of the irrigation system, a proposal for said repairs will be delivered for approval. Any delay in approving Spring Activation Repairs may result in a delay in fully activating the irrigation system.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p><b>Irrigation Checks - Bi-Weekly</b></p> <p>This service includes a full system check as necessary up to every other week during the growing season. This service includes checking the entire system for proper operation, the minor adjustment of irrigation heads, clearing plugged nozzles, and Irrigation Timer adjustments. In the event of a non-operable condition not caused by the Contractor's Mowing Operations, any irrigation system repairs necessary will be corrected and billed at \$80.00 per man hour plus materials and machine if necessary. This includes raising and lowering irrigation heads, clearing of plugged lines, replacement of broken or missing irrigation heads, redesign work, additions, valve locating, Irrigation Timer repairs and replacements, toning or tracing wires, and anything that requires digging or excavation.</p> <p>Contractor provides 24-Hour Emergency Service with a two hour minimum billed as outlined above.</p>	<p>Frequency included in this Agreement</p>	<p>14</p>
<p><b>Irrigation Winterization</b></p> <p>This service includes a fully system shutdown and Winterization.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p><b>Pre-Emergent Application-Beds/Parking</b></p> <p>This service includes the spraying of a Pre-Emergent Weed Control Pesticide on all beds and cracks in the adjacent walks and parking areas.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p><b>Commercial Applicators are licensed by the Colorado Department of Agriculture.</b></p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p><b>Broadleaf Application Round 1</b></p> <p>This service includes one broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p><b>Commercial Applicators are licensed by the Colorado Department of Agriculture.</b></p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p><b>Broadleaf Application Round 2</b></p> <p>This service includes one spot spray or full broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas as needed.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p><b>Commercial Applicators are licensed by the Colorado Department of Agriculture.</b></p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p><b>Broadleaf Application Round 3</b></p> <p>This service includes one additional spot spray or full broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas as needed.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p><b>Commercial Applicators are licensed by the Colorado Department of Agriculture.</b></p>	<p>Frequency included in this Agreement</p>	<p>1</p>

# EXHIBIT A

## Scope of Services (the "Work")

### Winter Services

Frequency included in this Agreement

24

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

### Additional Services Addendums

In the event that any Additional Services are included in this agreement they shall be attached hereto as an Addendum to this Exhibit A and if executed properly shall be incorporated into the Scope of Services (the "Work") and any fees and terms shall be incorporated into this agreement.