

INDY OAK TOD METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 / 800-741-3254
Fax: 303-987-2032
<https://indyoaktodmd.colorado.gov/>

NOTICE OF REGULAR MEETING AND AGENDA

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expiration</u>
Eric Knorr	President	2027/May 2029
Judson Connelly	Treasurer	2029/May 2029
VACANT		2027/May 2027
VACANT		2027/May 2027
VACANT		2027/May 2027
Peggy Ripko	Secretary (non-elected)	

DATE: October 20, 2025

TIME: 6:00 P.M.

LOCATION: VIA ZOOM

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

** Individuals requiring special accommodation to attend and/or participate in the meeting please advise the District Manager (pripko@sdmsi.com or 303-987-0835) of their specific need(s) before the meeting.*

Join Zoom Meeting

<https://us02web.zoom.us/j/86267550643?pwd=V3RnRGhtWkRyUjZZc1VMWTJFZjFHdz09>

Meeting ID: 862 6755 0643

Passcode: 987572

Dial-In: 1-719-359-4580

I. ADMINISTRATIVE MATTERS

- A. Confirm Quorum. Present Disclosures of Potential Conflicts of Interest.

- B. Approve Agenda, confirm location of the meeting, posting of meeting notice, and designate 24-hour posting location.

- C. Review and consider approval of Minutes from the April 21, 2025 Regular Meeting and July 9, 2025 Special Meeting (enclosures).

- D. Discuss business to be conducted in 2026 and location (**virtual and/or physical**) of meetings. Schedule regular meeting dates (suggested dates are February __, May __, August __ and October __, 2026) and consider adoption of Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices (enclosure).
-

- E. Discuss requirements of Section 32-1-809, C.R.S., and direct staff regarding compliance for 2026 (District Transparency Notice).
-

- F. Discuss and authorize renewal of District’s insurance and Special District Association membership for 2026.
-

- G. Discuss website accessibility matters (if needed).
-

II. PUBLIC COMMENT

Members of the public may express their views to the Boards on matters that affect the District. Comments will be limited to three (3) minutes per speaker.

III. FINANCIAL MATTERS

- A. Approve/Ratify approval of the payment of claims (to be distributed).
-

- B. Review unaudited financial statements for the period ending September 30, 2025 (to be distributed).
-

- C. Conduct Public Hearing to Amend the 2025 Budget. If necessary, consider adoption of Resolution to Amend the 2025 Budget.
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- D. Conduct Public Hearing on the proposed 2026 Budget and consider adoption of Resolution to Adopt the 2026 Budget and Appropriate Sums of Money and Resolution to Set Mill Levies (enclosures – preliminary AV, draft 2026 Budget, and Resolutions).
-

- E. Discuss and consider adoption of Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan (if necessary).
-

- F. Authorize District Accountant to prepare and sign the DLG-70 Certification of Tax Levies form and Mill Levy Public Information form (collectively, the “Certification”), and direct staff to file the Certification with the Board of County Commissioners and other interested parties.
-

- G. Discuss statutory and loan requirements for an audit. Consider engagement of Wipfli LLP for preparation of 2025 Audit (to be distributed).
-

- H. Consider appointment of District Accountant to prepare the 2027 Budget.
-

IV. LEGAL MATTERS

- A. Discuss and consider approval of update to engagement letter with McGeady Becher Cortese Williams P.C. (if necessary).
-

- B. Other.
-

V. LANDSCAPE MATTERS

- A. Review and consider approval of Estimates from GreenEarth Midwest, LLC for installation of irrigation controller (to be distributed).
-

- B. Review and consider approval of Proposals from Landtech Landscape Maintenance for 2025-2026 Snow Removal (enclosures).
-

VI. DIRECTOR MATTERS

- A. _____

VII. OTHER

- A. Discussion regarding parking rules at Pearson Grove.
-

- B. Discuss request from resident for variance to short-term lease limitations in the Covenants and Restrictions of Oak Street Townhomes (enclosure).
-

VIII. ADJOURNMENT

THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2025.

Informational Enclosure:

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

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NOTICE OF STATUTORY ANNUAL MEETING AND AGENDA

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expiration</u>
Eric Knorr	President	2027/May 2029
Judson Connelly	Treasurer	2029/May 2029
VACANT		2027/May 2027
VACANT		2027/May 2027
VACANT		2027/May 2027
Peggy Ripko	Secretary (non-elected)	

DATE: October 20, 2025

TIME: 6:00 P.M.

LOCATION: VIA ZOOM

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

** Individuals requiring special accommodation to attend and/or participate in the meeting please advise the District Manager (pripko@sdmsi.com or 303-987-0835) of their specific need(s) before the meeting.*

Join Zoom Meeting

<https://us02web.zoom.us/j/86267550643?pwd=V3RnRGRtWkRyUjZZc1VMWTJFZjFHdz09>

Meeting ID: 862 6755 0643

Passcode: 987572

Dial-In: 1-719-359-4580

I. ANNUAL MEETING ITEMS

- A. Confirm compliance with notice requirements pursuant to statute.
- B. Presentation regarding the status of the public infrastructure projects within the District and outstanding bonds.
- C. Review unaudited financial statements, including year-to-date revenue and expenditures of the District in relation to its adopted budget, for the calendar year.
- D. Public questions.

II. ADJOURNMENT

THE NEXT REGULAR BOARD MEETING WILL CONVENE DIRECTLY FOLLOWING THE ADJOURNMENT OF THE ANNUAL MEETING.

**MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
INDY OAK TOD METROPOLITAN DISTRICT
(THE “DISTRICT”)
HELD
APRIL 21, 2025**

A regular Meeting of the Board of Directors of the Indy Oak TOD Metropolitan District (referred to hereafter as the “Board”) was convened on Monday, April 21, 2025, at 6:00 p.m. This District Board meeting was held by Zoom. The meeting was open to the public via Zoom.

Directors in Attendance Were:

Eric Knorr, President
Judson Connelly, Treasurer
Alex Braico, Assistant Secretary

Also In Attendance Were:

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

Suzanne Meintzer, Esq.; McGeady Becher Cortese Williams P.C.

Morgan Wheeler; Simmons & Wheeler, P.C.

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Ms. Ripko 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. Ms. Ripko noted for the record that no disclosures were made by any members of the Board prior to this meeting as all Board members are residents of the District and no disclosures were made during the meeting.

PUBLIC COMMENT

None.

**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 Connelly, seconded by Director Braico and, upon vote unanimously carried, the Board approved the Agenda.

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

RECORD OF PROCEEDINGS

District's Board meeting. Following discussion, upon motion, duly made by Director Connelly, seconded by Director Braico 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.

Minutes: The Board reviewed the Minutes of the October 21, 2024 Regular Meeting and the October 21, 2024 Statutory Annual Meeting. Following discussion, upon motion, duly made by Director Connelly, seconded by Director Braico and, upon vote unanimously carried, the Board approved the Minutes.

May 6, 2025 Directors' Election: Ms. Ripko discussed the May 6, 2025 Election with the Board, noting that the election was cancelled, as allowed pursuant to statute, as there were not more candidates than seats available. Director Connelly was deemed elected to a term ending in May 2029.

FINANCIAL MATTERS

Payment of Claims: Ms. Wheeler presented the paid claims with the Board. Following discussion, upon motion, duly made by Director Connelly, seconded by Director Braico and, upon vote unanimously carried, the Board ratified approval of the payment of claims in the amount of \$118,232.24.

2024 Audit: Ms. Wheeler presented the draft 2024 Audited financial statements to the Board. Following discussion, upon motion, duly made by Director Connelly, seconded by Director Braico and, upon vote unanimously carried, the Board approved the 2024 Audit, subject to an unmodified Auditor's opinion and execution of the legal response letter.

LEGAL MATTERS

None.

LANDSCAPE MATTERS

Proposal from Property Solutions Team for Fence Repair: The Board reviewed an estimate from Property Solutions Team for fence repair. Following discussion, upon motion, duly made by Director Connelly, seconded by Director Braico and, upon vote unanimously carried, the Board approved the proposal from Property Solutions Team for fence repair in the amount of \$1,842.00.

Proposal from Property Solutions Team for Graffiti Removal: The Board reviewed the proposal from Property Solutions Team for graffiti removal. Following discussion, upon motion, duly made by Director Connelly, seconded by Director Braico and, upon vote unanimously carried, the Board approved the proposal from Property Solutions Team for graffiti removal in an amount not to exceed \$1,000.00 per month.

RECORD OF PROCEEDINGS

Proposal from Property Solutions Team for Wall Repair: The Board reviewed the proposal from Property Solutions Team for wall repair. Following discussion, upon motion, duly made by Director Connelly, seconded by Director Braico and, upon vote unanimously carried, the Board approved the proposal from Property Solutions Team for wall repair in the amount of \$225.00.

Proposal from GreenEarth Midwest, LLC for Installation of Irrigation Controller: The Board reviewed the proposal from GreenEarth Midwest, LLC for installation of irrigation controller. No action was taken.

Landscape Matters: Ms. Ripko presented several landscape services proposals to the Board, including from GreenEarth MidWest, LLC (“Green Earth”); Keesen Landscape Management, Inc. (“Keesen”); Landtech Contractors, Inc. (“Landtech”); and BrightView Landscape Services, Inc. (“Brightview”).

Based on the pricing and scope of services for the proposals, Ms. Ripko reported that SDMS suggested engaging Landtech, with Keesen as a backup choice if Landtech no longer has availability in its schedule.

Following discussion, upon motion, duly made by Director Knorr, seconded by Director Braico and, upon vote unanimously carried, the Board approved the Landtech proposals for both the Oak Street side and for the Pearson Grove side. In the event that Landtech no longer has availability in its schedule, the Board approved engagement of Keesen. The Board also authorized preparation and execution of the related Master Service Agreement and Task Orders.

Landscape Walks on Tract C: No updates.

Repairs from Snow Removal: The Board discussed the status of repairs from snow removal property damage, noting that all repairs have been completed.

DIRECTOR MATTERS

Storm Water Billing: The Board discussed storm water billing matters. The Board directed the District Accountant and District Manager to endeavor to pay the stormwater billing invoices for every address in the District through bill.com.

OTHER BUSINESS

Short Term Rentals: The Board discussed a request from a resident regarding change to governing documents to allow short-term rentals. Following discussion, the Board determined to address this request if similar requests are received from additional residents.

Parking Rules at Pearson Grove: The Board discussed the parking rules at Pearson Grove. Following discussion, the Board determined that no parking rules or regulations are needed at this time.

RECORD OF PROCEEDINGS

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
INDY OAK TOD METROPOLITAN DISTRICT
(THE “DISTRICT”)
HELD
JULY 9, 2025**

A special Meeting of the Board of Directors of the Indy Oak TOD Metropolitan District (referred to hereafter as the “Board”) was convened on Monday, July 9, 2025, at 6:00 p.m. This District Board meeting was held by Zoom. The meeting was open to the public via Zoom.

Directors in Attendance Were:

Judson Connelly

Also In Attendance Were:

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

Suzanne Meintzer, Esq.; McGeady Becher Cortese Williams P.C.

Eric Knorr; Board Candidate

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Ms. Ripko 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. Ms. Ripko noted for the record that no disclosures were made by any members of the Board prior to this meeting as all Board members are residents of the District and no disclosures were made during the meeting.

PUBLIC COMMENT

None.

**ADMINISTRATIVE
MATTERS**

Agenda: Ms. Ripko reviewed the proposed Agenda for the District’s Special Meeting with the Board. Following discussion, upon motion, duly made by Director Connelly, and upon vote unanimously carried, the Board approved the Agenda and Director Connelly was appointed as Chair to the Board.

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 and seconded by Director Connelly, upon vote unanimously carried, the Board

RECORD OF PROCEEDINGS

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.

Vacancies on the Board of Directors and Board Appointment: The Board discussed the vacancies on the Board. Following discussion, eligible elector, Eric Knorr, was nominated to serve on the Board. Upon motion duly made by Director Connelly, and upon vote unanimously carried, the Board appointed Eric Knorr to fill the vacancy on the Board. The Oath of Office was administered.

Appointment of Officers: Upon motion, duly made by Director Connelly and, upon vote unanimously carried, the following slate of officers was appointed:

President: Eric Knorr
Treasurer: Judson Connelly
Secretary: Peggy Ripko (non-elected)

OTHER BUSINESS

None.

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

Indy Oak TOD Metropolitan District
Claims
10/19/2025

Vendor	Invoice no.	Description	Invoice date	Invoice amount
Alexandr and Olga Braico	09 12 25	Utility Refund	09/12/2015	80.00
Amy Scharringhausen	063025	Utility Refund	06/30/2025	80.00
Chelsea Henrichsen	060425	Stormwater Pmt Refund	06/04/2025	49.82
City of Lakewood Utilities	0509-46050	Stormwater - Acct 46050 - Cust# 1051728 - Robert W Schimmelpfennig	05/09/2025	49.00
City of Lakewood Utilities	0509-1052100-00	Stormwater - Acct 50368 - Cust# 1052100-00 - Special Dist Mgmt Inc	05/09/2025	49.15
City of Lakewood Utilities	0509-45999	Stormwater - Acct 45999 - Cust# 1051703 - Sarah Lynn & Joseph Zinger	05/09/2025	49.00
City of Lakewood Utilities	0509-41510	Stormwater - Acct 41510 - Cust# 1052147 - Salute Real Estate LLC	05/09/2025	49.00
City of Lakewood Utilities	0509-1052083-00	Stormwater - Acct 50368 - Cust# 1052083-00 - Special Dist Mgmt Inc	05/09/2025	49.15
City of Lakewood Utilities	0509-46042	Stormwater - Acct 46042 - Cust# 1051731 - Charlotte R Salerno	05/09/2025	49.00
City of Lakewood Utilities	0509-45983	Stormwater - Acct 45983 - Cust# 1051710 - Alexandr & Olga Braico	05/09/2025	49.00
City of Lakewood Utilities	0509-45900	Stormwater - Acct 45900 - Cust# 1052065 - James Edgar Findley	05/09/2025	49.00
City of Lakewood Utilities	0509-45502	Stormwater - Acct 45502 - Cust# 1051657 - Megan Standish	05/09/2025	49.00
City of Lakewood Utilities	0509-1052081-00	Stormwater - Acct 50368 - Cust# 1052081-00 - Special Dist Mgmt Inc	05/09/2025	49.15
City of Lakewood Utilities	0509-45576	Stormwater - Acct 45576 - Cust# 1052244 - Julie Shinnors	05/09/2025	49.00
City of Lakewood Utilities	0509-1052105-00	Stormwater - Acct 50368 - Cust# 1052105-00 - Special Dist Mgmt Inc	05/09/2025	49.15
City of Lakewood Utilities	0509-45198	Stormwater - Acct 45198 - Cust# 1052204 - Sebastian Lee Andrade	05/09/2025	49.00
City of Lakewood Utilities	0509-45910	Stormwater - Acct 45910 - Cust# 1052149 - William Lukrafka	05/09/2025	49.00
City of Lakewood Utilities	0509-1052098-00	Stormwater - Acct 50368 - Cust# 1052098-00 - Special Dist Mgmt Inc	05/09/2025	49.15
City of Lakewood Utilities	0509-45500	Stormwater - Acct 45500 - Cust# 1051708 - Keely Holtz	05/09/2025	49.00
City of Lakewood Utilities	0509-1052096-00	Stormwater - Acct 50368 - Cust# 1052096-00 - Special Dist Mgmt Inc	05/09/2025	49.15
City of Lakewood Utilities	0509-45908	Stormwater - Acct 45908 - Cust# 1052145 - Amada Jefferies	05/09/2025	49.00
City of Lakewood Utilities	0509-44907	Stormwater - Acct 44907 - Cust# 1052177 - Daniel Joseph & Jessica Grady Federico	05/09/2025	49.00
City of Lakewood Utilities	050925-45888	Stormwater - Acct 45888 - Cust# 1052067-00 - Kimberly A & Chantel M	05/09/2025	49.00
City of Lakewood Utilities	0509-45958	Stormwater - Acct 45958 - Cust# 1051666 - John Owen Heikes	05/09/2025	49.00
City of Lakewood Utilities	0509-1052104-00	Stormwater - Acct 50368 - Cust# 1052104-00 - Special Dist Mgmt Inc	05/09/2025	49.15
City of Lakewood Utilities	0509-44948	Stormwater - Acct 44948 - Cust# 1052182 - Matthew Dennis	05/09/2025	49.00
City of Lakewood Utilities	0509-1052140-00	Stormwater - Acct 50368 - Cust# 1052140-00 - Special Dist Mgmt Inc	05/09/2025	49.15
City of Lakewood Utilities	0509-46049	Stormwater - Acct 46049 - Cust# 1051727 - Todd Sandbo	05/09/2025	49.00
City of Lakewood Utilities	0509-46051	Stormwater - Acct 46051 - Cust# 1051733 - Stephen B Hough & Sooyung L Kim	05/09/2025	49.00
City of Lakewood Utilities	0509-45886	Stormwater - Acct 45886 - Cust# 1051685 - Judson Edward Connelly	05/09/2025	49.00
City of Lakewood Utilities	0509-1052142-00	Stormwater - Acct 50368 - Cust# 1052242-00 - Special Dist Mgmt Inc	05/09/2025	49.15
City of Lakewood Utilities	0509-45949	Stormwater - Acct 45949 - Cust# 1051687 - Anastasia Zhang	05/09/2025	49.00
City of Lakewood Utilities	0509-1052082-00	Stormwater - Acct 50368 - Cust# 1052082-00 - Special Dist Mgmt Inc	05/09/2025	49.15
City of Lakewood Utilities	0509-46004	Stormwater - Acct 46004 - Cust# 1051730 - Shannon Hanson	05/09/2025	49.00
City of Lakewood Utilities	0509-45972	Stormwater - Acct 45972 - Cust# 1051658 - Jullina Rouse	05/09/2025	49.00
City of Lakewood Utilities	0509-1052084-00	Stormwater - Acct 50368 - Cust# 1052084-00 - Special Dist Mgmt Inc	05/09/2025	49.15
City of Lakewood Utilities	0509-45066	Stormwater - Acct 45066 - Cust# 1052197 - Morgenthaler & Pierce Phillip Devol	05/09/2025	49.00
City of Lakewood Utilities	0509-45897	Stormwater - Acct 45897 - Cust# 1052068 - Chemka Dani Tsas	05/09/2025	49.00
City of Lakewood Utilities	0509-1052139-00	Stormwater - Acct 50368 - Cust# 1052139-00 - Special Dist Mgmt Inc	05/09/2025	49.15
City of Lakewood Utilities	0509-42760	Stormwater - Acct 42760 - Cust# 1051700 - Sandy Tsai	05/09/2025	49.00
City of Lakewood Utilities	0509-46017	Stormwater - Acct 46017 - Cust# 1051721 - Colletter D Williams	05/09/2025	49.00
City of Lakewood Utilities	0509-44345	Stormwater - Acct 44345 - Cust# 1051680 - Michelle Krume	05/09/2025	49.00
City of Lakewood Utilities	0509-46009	Stormwater - Acct 46009 - Cust# 1051714 - Shane Whipple	05/09/2025	49.00
City of Lakewood Utilities	0509-46002	Stormwater - Acct 46002 - Cust# 1051694 - M Alisa Mast	05/09/2025	49.00
City of Lakewood Utilities	0509-45946	Stormwater - Acct 45946 - Cust# 1051686 - Amy Stasch	05/09/2025	49.00
City of Lakewood Utilities	0509-45892	Stormwater - Acct 45892 - Cust# 1052063 - Ryan Linder Kemp	05/09/2025	49.00
City of Lakewood Utilities	0509-46517	Stormwater - Acct 46517 - Cust# 1051661 - Eric Knorr	05/09/2025	49.00
City of Lakewood Utilities	0509-45956	Stormwater - Acct 45956 - Cust# 1051673 - Bryan P Maguire	05/09/2025	49.00
City of Lakewood Utilities	0509-1052102-00	Stormwater - Acct 50368 - Cust# 1052102-00 - Special Dist Mgmt Inc	05/09/2025	49.15
City of Lakewood Utilities	0509-1052103-00	Stormwater - Acct 50368 - Cust# 1052103-00 - Special Dist Mgmt Inc	05/09/2025	49.15
City of Lakewood Utilities	0509-45971	Stormwater - Acct 45971 - Cust# 1051662 - Ryan Forman & Jonnye	05/09/2025	49.00
City of Lakewood Utilities	0509-1052138-00	Stormwater - Acct 50368 - Cust# 1052138-00 - Special Dist Mgmt Inc	05/09/2025	49.15
City of Lakewood Utilities	0509-46018	Stormwater - Acct 46018 - Cust# 1051726 - Mohammad Rahim	05/09/2025	49.00
City of Lakewood Utilities	0509-48970	Stormwater - Acct 48970 - Cust# 1051711 - Commonwealth Properties	05/09/2025	49.00
City of Lakewood Utilities	0509-1052097-00	Stormwater - Acct 50368 - Cust# 1052097-00 - Special Dist Mgmt Inc	05/09/2025	49.15
City of Lakewood Utilities	0509-45564	Stormwater - Acct 45564 - Cust# 1052216 - Thomas n Cafmeyer	05/09/2025	49.00
City of Lakewood Utilities	050925-45565	Stormwater - Acct 45565 - Cust# 1052217-00-	05/09/2025	49.00
City of Lakewood Utilities	0509-46582	Stormwater - Acct 46582 - Cust# 1051665 - Sendy & Khanh & Siu Wong	05/09/2025	49.00
City of Lakewood Utilities	0509-1052085-00	Stormwater - Acct 50368 - Cust# 1052085-00 - Special Dist Mgmt Inc	05/09/2025	49.15
City of Lakewood Utilities	0509-46011	Stormwater - Acct 46011 - Cust# 1051715 - Scott Connor Allison	05/09/2025	49.00
City of Lakewood Utilities	0509-43737	Stormwater - Acct 43737 - Cust# 1051713 - Kendra Burchfield	05/09/2025	49.00
City of Lakewood Utilities	0509-45985	Stormwater - Acct 45985 - Cust# 1051709 - Matthew Thomas Jodis	05/09/2025	49.00
City of Lakewood Utilities	0509-45567	Stormwater - Acct 45567 - Cust# 1052219 - Nicolette Conte	05/09/2025	49.00
City of Lakewood Utilities	0509-45381	Stormwater - Acct 45381 - Cust# 1052212 - Tim Klabjan	05/09/2025	49.00
City of Lakewood Utilities	0509-45969	Stormwater - Acct 45969 - Cust# 1051668 - Kristyne Mellet	05/09/2025	49.00

Indy Oak TOD Metropolitan District
Claims
10/19/2025

Vendor	Invoice no.	Description	Invoice date	Invoice amount
City of Lakewood Utilities	0509-45970	Stormwater - Acct 45970 - Cust# 1051677 - John Sawyer & Allysen Alexis	05/09/2025	49.00
City of Lakewood Utilities	0509-45963	Stormwater - Acct 45963 - Cust# 1051735 - Kristen A Miller	05/09/2025	49.00
City of Lakewood Utilities	0509-46022	Stormwater - Acct 46022 - Cust# 1051683 - Katherine C Bredice	05/09/2025	49.00
City of Lakewood Utilities	0509-46016	Stormwater - Acct 46016 - Cust# 1051719 - Zdravka Milanova	05/09/2025	49.00
City of Lakewood Utilities	0509-45868	Stormwater - Acct 45868 - Cust# 1051681 - Todd R Gearhart	05/09/2025	49.00
City of Lakewood Utilities	0509-46038	Stormwater - Acct 46038 - Cust# 1051724 - William James Hupp	05/09/2025	49.00
City of Lakewood Utilities	0509-46008	Stormwater - Acct 46008 - Cust# 1051717 - Steven Taing Wong	05/09/2025	49.00
City of Lakewood Utilities	0509-45953	Stormwater - Acct 45953 - Cust# 1051670 - Noel Brennan & Kristine Rolfsen	05/09/2025	49.00
City of Lakewood Utilities	0509-1052101-00	Stormwater - Acct 50368 - Cust# 1052101-00 - Special Dist Mgmt Inc	05/09/2025	49.15
City of Lakewood Utilities	0509-1052099-00	Stormwater - Acct 50368 - Cust# 1052099-00 - Special Dist Mgmt Inc	05/09/2025	49.15
City of Lakewood Utilities	0509-1052241-00	Stormwater - Acct 50368 - Cust# 1052241-00 - Special Dist Mgmt Inc	05/09/2025	49.15
City of Lakewood Utilities	0509-46006	Stormwater - Acct 46006 - Cust# 1051718 - Camellia Walid Eid	05/09/2025	49.00
City of Lakewood Utilities	0509-46258	Stormwater - Acct 46258 - Cust# 1051707 - Grace Quist & Trevor Maxwell Sody	05/09/2025	49.00
City of Lakewood Utilities	0509-45961	Stormwater - Acct 45961 - Cust# 1051663 - Amy Chardon Scharringhausen	05/09/2025	49.00
City of Lakewood Utilities	0509-46140	Stormwater - Acct 46140 - Cust# 1051702 - Eric Daniel Watrakiewicz	05/09/2025	49.00
City of Lakewood Utilities	0509-1052141-00	Stormwater - Acct 50368 - Cust# 1052141-00 - Special Dist Mgmt Inc	05/09/2025	49.15
City of Lakewood Utilities	0509-46248	Stormwater - Acct 46248 - Cust# 1051689 - Hamed Olia & Mina Dolatabadi	05/09/2025	49.00
City of Lakewood Utilities	0509-45964	Stormwater - Acct 45964 - Cust# 1051671 - Vincent James Luparell	05/09/2025	49.00
City of Lakewood Utilities	0509-46052	Stormwater - Acct 46052 - Cust# 1051684 - Alex Glogiewicz	05/09/2025	49.00
City of Lakewood Utilities	0509-1052095-00	Stormwater - Acct 50368 - Cust# 1052095-00 - Special Dist Mgmt Inc	05/09/2025	49.15
Colorado Special Districts Pool	26WC-61802-0725	2026 WC	08/14/2025	450.00
Colorado Special Districts Pool	CERT-007551		01/01/2026	3,213.00
Consolidated Mutual Water	0000734869	07 31 25 41673	08/11/2025	125.80
Consolidated Mutual Water	0000734999	07 31 25 41667	08/11/2025	131.35
Consolidated Mutual Water	0000734992	07 31 25 41567	08/11/2025	125.80
Consolidated Mutual Water	0000734406	07 31 25 41582	08/11/2025	103.60
Consolidated Mutual Water	0000734997	07 31 25 41638	08/11/2025	280.90
Consolidated Mutual Water	0000734699	07 31 25 41575	08/11/2025	125.80
Consolidated Mutual Water	0000734407	07 31 25 41583	08/11/2025	153.55
Consolidated Mutual Water	0000734993	07 31 25 41576	08/11/2025	136.90
Consolidated Mutual Water	0000735000	07 31 25 41670	08/11/2025	160.10
Consolidated Mutual Water	0000734519	07 31 25 41663	08/11/2025	120.25
Consolidated Mutual Water	0000734998	07 31 25 41656	08/11/2025	114.70
Consolidated Mutual Water	0000734991	07 31 25 41559	08/11/2025	160.10
Consolidated Mutual Water	0000735001	07 31 25 41674	08/11/2025	80.35
Consolidated Mutual Water	0000734995	07 31 25 41584	08/11/2025	114.70
Consolidated Mutual Water	0000735002	07 31 25 41675	08/11/2025	86.95
Consolidated Mutual Water	0000734996	07 31 25 41637	08/11/2025	161.90
Consolidated Mutual Water	0000734994	07 31 25 41581	08/11/2025	153.55
Consolidated Mutual Water	0000758079	08 31 25 41656	09/10/2025	114.70
Consolidated Mutual Water	0000757444	08 31 25 41583	09/10/2025	125.80
Consolidated Mutual Water	0000758078	08 31 25 41638	09/10/2025	224.90
Consolidated Mutual Water	0000758083	08 31 25 41675	09/10/2025	120.25
Consolidated Mutual Water	0000757604	08 31 25 41663	09/10/2025	120.25
Consolidated Mutual Water	0000758081	08 31 25 41670	09/10/2025	125.80
Consolidated Mutual Water	0000757782	08 31 25 41575	09/10/2025	125.80
Consolidated Mutual Water	0000758072	08 31 25 41559	09/10/2025	192.85
Consolidated Mutual Water	0000758074	08 31 25 41576	09/10/2025	125.80
Consolidated Mutual Water	0000758076	08 31 25 41584	09/10/2025	120.25
Consolidated Mutual Water	0000758082	08 31 25 41674	09/10/2025	74.80
Consolidated Mutual Water	0000758073	08 31 25 41567	09/10/2025	120.25
Consolidated Mutual Water	0000757951	08 31 25 41673	09/10/2025	125.80
Consolidated Mutual Water	0000758080	08 31 25 41667	09/10/2025	136.90
Consolidated Mutual Water	0000758075	08 31 25 41581	09/10/2025	148.00
Consolidated Mutual Water	0000757528	08 31 25 41582	09/10/2025	103.60
Consolidated Mutual Water	0000758077	08 31 25 41637	09/10/2025	315.90
Diversified Underground, Inc	32011	04 Screen Charge	04/30/2025	18.00
Diversified Underground, Inc	32204	05 Screen Charge	05/31/2025	18.00
Diversified Underground, Inc	32436	06 Screen Charge	06/30/2025	6.00
Diversified Underground, Inc	32851	08 Screen Charge	08/31/2025	6.00
Diversified Underground, Inc	33065	09 Screen Charge	09/30/2025	6.00
Earl Miller	09 23 25	09 Water Service Fee	09/08/2025	65.00
Environmental Designs, Inc	CD50526007	4/21 Dog and Trash Removal	04/21/2025	2,346.00
Environmental Designs, Inc	CD50526013	4/21 Dog and Trash Removal	04/21/2025	123.00
Freedom Mailing Service, Inc	50352	05 Utility Bills Processing	05/01/2025	47.85

Indy Oak TOD Metropolitan District
Claims
10/19/2025

Vendor	Invoice no.	Description	Invoice date	Invoice amount
Freedom Mailing Service, Inc	50595	06 Utility Bills Processing	06/07/2025	46.20
Freedom Mailing Service, Inc	50777	07 Utility Bills Processing	07/02/2025	45.38
Freedom Mailing Service, Inc	50985	08 Utility Bills Processing	08/02/2025	48.13
Freedom Mailing Service, Inc	51288	09 Utility Bills Processing	09/12/2025	48.13
Kaifeng Xu	10 16 25	Utility refund	10/16/2025	100.00
Landtech	14512	05 LANDSCAPE/MAINTENANCE	05/13/2025	1,315.00
Landtech	14789	5/30 Irrigation repairs	05/30/2025	427.41
Landtech	14790	5/30 Irrigation repairs	05/30/2025	90.03
Landtech	14969	06 Landscape Maintenance	06/02/2025	1,315.00
Landtech	15613	Irrigation Tech 6/27/25	06/30/2025	392.94
Landtech	15507	07 Landscape maintenance	07/01/2025	1,315.00
Landtech	15699	Irrigation Tech - 07/02/25	07/11/2025	106.24
Landtech	15752	Irrigation Tech - 07/09/25	07/18/2025	965.44
Landtech	16270	Irrigation Tech - 07/23/25	08/01/2025	276.06
Landtech	16158	08 Landscape Contract	08/01/2025	1,315.00
Landtech	16213	9/12 Irrigation Repair	08/01/2025	304.73
Landtech	16384	07 28 25 Irrigation Repair	08/08/2025	281.43
Landtech	16882	09 Landscape maintenance	09/02/2025	1,315.00
Landtech	17097	9/12 Irrigation Repair	09/12/2025	105.66
Lynn Andersoon	IC45989-220429202836	Stormwater Pmt Refund	04/29/2025	49.82
McGeady Becher P.C.	116112400	08 24 Legal	08/31/2024	1,644.06
McGeady Becher P.C.	116112732	09 24 Legal	09/30/2024	1,325.62
McGeady Becher P.C.	11611313	10 24 Legal	10/31/2024	3,714.27
McGeady Becher P.C.	123124	12 24 Legal	12/31/2024	45.46
McGeady Becher P.C.	116115148	03 Legal	03/31/2025	1,247.35
McGeady Becher P.C.	04 30 25	04 Legal	04/30/2025	1,986.16
McGeady Becher P.C.	05 31 25	05 Legal	05/31/2025	1,065.55
McGeady Becher P.C.	116116070	06 Legal	06/30/2025	315.62
McGeady Becher P.C.	116116410	07 25 Legal	07/31/2025	1,927.98
McGeady Becher P.C.	116116732	08 Legal	08/31/2025	626.77
McGeady Becher P.C.	09 30 25	09 Legal	09/30/2025	903.95
Megan Chapman	06 29 25	Stormwater Pmt Refund	06/29/2025	47.45
Pet Scoop	626786	04 Dog Station Maintenance	04/30/2025	35.70
Pet Scoop	633020	05 Dog Station Maintenance	05/31/2025	35.70
Pet Scoop	633780	06 Dog Station Maintenance	06/30/2025	35.70
Pet Scoop	639530	07 Dog Station Maintenance	07/31/2025	68.55
Pet Scoop	650845	08 Dog Station Maintenance	08/31/2025	65.70
Pet Scoop	656525	09 Dog Station Maintenance	09/30/2025	35.70
PST	8964MNT	Graffiti Removal	06/17/2025	743.55
Simmons & Wheeler, PC	40632	03 Accounting	03/31/2025	2,115.41
Simmons & Wheeler, PC	40792	04 Accounting	04/30/2025	2,565.65
Simmons & Wheeler, PC	41000	05 Accounting	05/31/2025	1,578.78
Simmons & Wheeler, PC	41267	06 Accounting	06/30/2025	1,360.06
Simmons & Wheeler, PC	41499	07 Accounting	07/31/2025	1,018.97
Simmons & Wheeler, PC	41601	08 Accounting	08/31/2025	1,442.71
Special District Management Service	03 31 25	03 Management Fees	03/31/2025	3,527.23
Special District Management Service	04 30 25	04 Management Fees	05/09/2025	5,171.94
Special District Management Service	05 31 25	05 Management Fees	05/31/2025	4,395.25
Special District Management Service	06 30 25	06 Management Fees	06/30/2025	6,200.07
Special District Management Service	073125	07 Management Fees	07/31/2025	3,736.90
Special District Management Service	08 31 25	08 Management Fees	08/31/2025	4,324.38
Steven Taing Wong	052225	Stormwater Utility Refund	05/22/2025	55.85
T. Charles Wilson	44617	2026 Agency Fee	09/26/2025	695.00
Test Gauge Inc.	INV6-22059	Plumbing	06/24/2025	331.89
William Lukrafka	IC45910-4180529161600	Utility refund	05/29/2025	51.49
WIPFLI LLP	3036004	2024 Audit	08/12/2025	6,996.00
				86,588.94

Indy Oak TOD Metropolitan District
Financial Statements

June 30, 2025

ACCOUNTANT'S COMPILATION REPORT

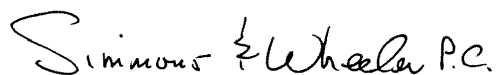
Board of Directors

Indy Oak Tod Metropolitan District

Management is responsible for the accompanying financial statements of each major fund of Indy Oak Tod Metropolitan District, as of and for the period ended June 30, 2025, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the six months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Indy Oak Tod Metropolitan District because we performed certain accounting services that impaired our independence.

Handwritten signature of Simmons & Wheeler P.C.

August 10, 2025
Englewood, Colorado

Indy Oak Tod Metropolitan District
Balance Sheet - Governmental Funds and Account Groups
June 30, 2025

See Accountant's Compilation Report

	General <u>Fund</u>	Capital Projects <u>Fund</u>	Debt <u>Fund</u>	Account <u>Groups</u>	Total <u>All Funds</u>
Assets					
Current assets					
Cash in Checking	\$ 32,868	\$ -	\$ -	\$ -	\$ 32,868
Cash in Colotrust	519,347	365,935	31,480	-	916,762
Cash with trustee	-	-	46,154	-	46,154
Taxes Receivable	107,763	-	82,895	-	190,658
Assessments receivable	-	-	-	-	-
Prepaid Expenses	5,500	-	-	-	5,500
	<u>665,478</u>	<u>365,935</u>	<u>160,529</u>	<u>-</u>	<u>1,191,942</u>
Other assets					
Amount available in debt service fund	-	-	-	160,529	160,529
Amount to be provided for retirement of debt	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,824,403</u>	<u>4,824,403</u>
	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,984,932</u>	<u>4,984,932</u>
	<u>\$ 665,478</u>	<u>\$ 365,935</u>	<u>\$ 160,529</u>	<u>\$ 4,984,932</u>	<u>\$ 6,176,874</u>
Liabilities and Equity					
Current liabilities					
Accounts payable	\$ 32,767	\$ -	\$ -	\$ -	\$ 32,767
Prepaid fees	<u>2,308</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,308</u>
	<u>35,075</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>35,075</u>
Loan payable	-	-	-	3,804,000	3,804,000
Developer reimbursement	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,180,932</u>	<u>1,180,932</u>
Total liabilities	<u>35,075</u>	<u>-</u>	<u>-</u>	<u>4,984,932</u>	<u>5,020,007</u>
Fund Equity					
Fund balance (deficit)	<u>630,403</u>	<u>365,935</u>	<u>160,529</u>	<u>-</u>	<u>1,156,867</u>
	<u>630,403</u>	<u>365,935</u>	<u>160,529</u>	<u>-</u>	<u>1,156,867</u>
	<u>\$ 665,478</u>	<u>\$ 365,935</u>	<u>\$ 160,529</u>	<u>\$ 4,984,932</u>	<u>\$ 6,176,874</u>

Indy Oak Tod Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the 6 Months Ended June 30, 2025
General Fund

See Accountant's Compilation Report

	Annual <u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
Revenues			
Property taxes	\$ 277,340	\$ 278,614	\$ 1,274
Specific ownership taxes	22,247	9,607	(12,640)
Fees	156,480	78,240	(78,240)
Miscellaneous Income	-	5,633	5,633
Interest income	50	18,551	18,501
	<u>456,117</u>	<u>390,645</u>	<u>(65,472)</u>
Expenditures			
Accounting/Audit	19,000	9,888	9,112
Insurance/SDA Dues	4,500	4,943	(443)
Legal - general	55,000	5,667	49,333
Legal - Covenant	5,000	-	5,000
Election	2,500	-	2,500
Management	50,000	27,454	22,546
Miscellaneous	8,000	8,445	(445)
Common area lights	2,000	-	2,000
Landscape Contract	30,000	3,540	26,460
Grounds Contract Extras	45,000	-	45,000
Sprinkler Repairs	5,000	-	5,000
Snow Removal	60,000	30,363	29,637
Street/sidewalk Repairs	20,000	-	20,000
Street Sweeping	1,000	-	1,000
Signage	500	-	500
Perimeter Walls/Fence	2,500	-	2,500
Pet Waste Pickup	3,000	247	2,753
Detention Pond Maintenance	2,500	-	2,500
Gas & Electric	10,000	1,772	8,228
Irrigation Water & Sewer	15,000	11,327	3,673
Domestic Water & Sewer	80,000	42,139	37,861
Trash Removal	33,000	19,810	13,190
Treasurer's Fees	4,160	4,179	(19)
Reserve	200,000	-	200,000
Contingency	84,925	-	84,925
Emergency Reserve	19,730	-	19,730
	<u>762,315</u>	<u>169,774</u>	<u>592,541</u>
Excess (deficiency) of revenues over expenditures	(306,198)	220,871	527,069
Fund balance - beginning	<u>306,198</u>	<u>409,532</u>	<u>103,334</u>
Fund balance - ending	\$ <u>-</u>	\$ <u>630,403</u>	\$ <u>630,403</u>

Indy Oak Tod Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the 6 Months Ended June 30, 2025
Capital Fund

See Accountant's Compilation Report

	Annual <u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
Revenues			
Developer advance	\$ -	\$ -	\$ -
Bond Issue	-	-	-
Interest income	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures			
Capital Improvements	349,302	-	349,302
Legal	-	-	-
	<u>349,302</u>	<u>-</u>	<u>349,302</u>
Excess (deficiency) of revenues over expenditures	(349,302)	-	349,302
Fund balance - beginning	<u>365,934</u>	<u>365,935</u>	<u>1</u>
Fund balance - ending	\$ <u><u>16,632</u></u>	\$ <u><u>365,935</u></u>	\$ <u><u>349,303</u></u>

Indy Oak Tod Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the 6 Months Ended June 30, 2025
Debt Fund

See Accountant's Compilation Report

	Annual <u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
Revenues			
Property taxes	\$ 226,088	\$ 214,320	\$ (11,768)
Specific ownership taxes	18,087	7,390	(10,697)
Interest income	-	1,526	1,526
	<u>244,175</u>	<u>223,236</u>	<u>(20,939)</u>
Expenditures			
Loan interest	206,956	121,414	85,542
Bond Principal	21,000	-	21,000
Treasurer's Fees	3,391	3,215	176
Trustee fees	7,000	-	7,000
	<u>238,347</u>	<u>124,629</u>	<u>113,718</u>
Excess (deficiency) of revenues over expenditures	5,828	98,607	92,779
Fund balance - beginning	<u>61,922</u>	<u>61,922</u>	<u>-</u>
Fund balance - ending	\$ <u><u>67,750</u></u>	\$ <u><u>160,529</u></u>	\$ <u><u>92,779</u></u>

Indy Oak Tod Metropolitan District
Proposed Budget
General Fund
For the Year ended December 31, 2026

	Actual <u>2024</u>	Adopted Budget <u>2025</u>	Actual <u>06/30/25</u>	Estimate <u>2025</u>	Proposed Budget <u>2026</u>
Beginning fund balance	\$ 246,227	\$ 306,198	\$ 403,200	\$ 403,200	\$ 417,115
Revenues:					
Property taxes	281,437	277,340	278,614	278,614	295,495
Specific ownership taxes	17,958	22,247	9,607	20,000	23,700
Fees	156,480	156,480	78,240	156,480	156,480
Insurance reimbursement	16,770	-	-	-	-
Interest income	<u>39,681</u>	<u>50</u>	<u>18,551</u>	<u>20,000</u>	<u>50</u>
Total revenues	<u>512,326</u>	<u>456,117</u>	<u>385,012</u>	<u>475,094</u>	<u>475,725</u>
Total funds available	<u>758,553</u>	<u>762,315</u>	<u>788,212</u>	<u>878,294</u>	<u>892,840</u>
Expenditures:					
Accounting / audit	23,300	19,000	9,888	19,000	21,000
Insurance/SDA dues	4,846	4,500	10,443	11,000	5,000
Legal - general counsel	15,163	55,000	5,667	55,000	55,000
Legal - covenant	-	5,000	-	5,000	5,000
Election	-	2,500	-	2,500	2,500
Management	69,064	50,000	27,454	50,000	50,000
Miscellaneous	7,760	8,000	8,445	9,000	9,000
Common area lights	-	2,000	-	2,000	2,000
Landscape Contract	19,373	30,000	3,540	30,000	30,000
Grounds Contract Extras	28,834	45,000	-	45,000	45,000
Sprinkler Repairs	-	5,000	-	5,000	5,000
Snow Removal	38,233	60,000	30,363	60,000	60,000
Street / sidewalk Repairs	-	20,000	-	20,000	20,000
Street Sweeping	-	1,000	-	1,000	1,000
Signage	-	500	-	500	500
Perimeter Walls / Fence / railings / retaining walls	-	2,500	-	2,500	2,500
Pet Waste Pickup	464	3,000	247	3,000	3,000
Detention Pond Maintenance	-	2,500	-	2,500	2,500
Gas & Electric	3,779	10,000	1,772	5,000	10,000
Irrigation water & Sewer	33,280	15,000	11,327	16,000	15,000
Domestic water & Sewer	82,083	80,000	42,139	80,000	80,000
Trash	31,882	33,000	19,810	33,000	33,000
Treasurer fees	4,222	4,160	4,179	4,179	4,432
Reserve	-	200,000	-	-	339,104
Contingency	-	84,925	-	-	68,288
Emergency reserve	<u>-</u>	<u>19,730</u>	<u>-</u>	<u>-</u>	<u>24,016</u>
Total expenditures	<u>362,283</u>	<u>762,315</u>	<u>175,274</u>	<u>461,179</u>	<u>892,840</u>
Ending fund balance	<u>\$ 396,270</u>	<u>\$ -</u>	<u>\$ 612,938</u>	<u>\$ 417,115</u>	<u>\$ -</u>
Assessed valuation		<u>\$5,003,157</u>			<u>\$5,330,662</u>
Mill Levy		<u>55.433</u>			<u>55.433</u>

Indy Oak Tod Metropolitan District
Proposed Budget
Capital Projects Fund
For the Year ended December 31, 2026

	Actual <u>2024</u>	Adopted Budget <u>2025</u>	Actual <u>06/30/25</u>	Estimate <u>2025</u>	Proposed Budget <u>2026</u>
Beginning fund balance	\$ 365,934	\$ 365,934	\$ 365,934	\$ 365,934	\$ 365,934
Revenues:					
Interest income	-	-	-	-	-
Total revenues	-	-	-	-	-
Total funds available	365,934	365,934	365,934	365,934	365,934
Expenditures:					
Capital expenditures	-	349,302	-	-	365,934
Total expenditures	-	349,302	-	-	365,934
Ending fund balance	\$ 365,934	\$ 16,632	\$ 365,934	\$ 365,934	\$ -

Indy Oak Tod Metropolitan District
Proposed Budget
Debt Service Fund
For the Year ended December 31, 2026

	Amended <u>2024</u>	Adopted Budget <u>2025</u>	Actual <u>06/30/25</u>	Amended <u>2025</u>	Proposed Budget <u>2026</u>
Beginning fund balance	\$ 85,137	\$ 61,922	\$ 61,922	\$ 61,922	\$ 66,576
Revenues:					
Property taxes	216,491	226,088	214,320	226,000	243,510
Specific ownership taxes	13,814	18,087	7,390	15,000	19,481
Bond proceeds	-	-	-	-	-
Interest income	<u>4,534</u>	<u>-</u>	<u>1,526</u>	<u>2,000</u>	<u>2,000</u>
Total revenues	<u>234,839</u>	<u>244,175</u>	<u>223,236</u>	<u>243,000</u>	<u>264,991</u>
Total funds available	<u>319,976</u>	<u>306,097</u>	<u>285,158</u>	<u>304,922</u>	<u>331,567</u>
Expenditures:					
Loan interest expense	244,806	206,956	121,414	206,956	193,565
Loan principal	10,000	21,000	-	21,000	39,000
Treasurer's fees	3,248	3,391	3,215	3,390	3,653
Trustee / paying agent fees	<u>-</u>	<u>7,000</u>	<u>-</u>	<u>7,000</u>	<u>7,000</u>
Total expenditures	<u>258,054</u>	<u>238,347</u>	<u>124,629</u>	<u>238,346</u>	<u>243,218</u>
Ending fund balance	<u>\$ 61,922</u>	<u>\$ 67,750</u>	<u>\$ 160,529</u>	<u>\$ 66,576</u>	<u>\$ 88,349</u>
Assessed valuation		<u>\$5,003,157</u>			<u>\$5,330,662</u>
Mill Levy		<u>45.189</u>			<u>45.681</u>
Total Mill Levy		<u>100.622</u>			<u>101.114</u>

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE INDY OAK TOD METROPOLITAN DISTRICT
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

A. Pursuant to Section 32-1-903(1.5), C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.

B. Pursuant to Section 32-1-903(5), C.R.S., “location” means the physical, telephonic, electronic, or virtual place, or a combination of such means where a meeting can be attended. “Meeting” has the same meaning as set forth in Section 24-6-402(1)(b), C.R.S., and means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.

C. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district’s first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings (“**Notice of Meeting**”) will be physically posted at least 24 hours prior to each meeting (“**Designated Public Place**”). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting if a special district posts the Notice of Meeting online on a public website of the special district (“**District Website**”) at least 24 hours prior to each regular and special meeting.

E. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

F. Pursuant to Section 32-1-903(1.5), C.R.S., all meetings of the board that are held solely at physical locations must be held at physical locations that are within the boundaries of the district or that are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the physical location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

G. The provisions of Section 32-1-903(1.5), C.R.S., may be waived if: (1) the proposed change of the physical location of a meeting of the board appears on the agenda of a meeting; and (2) a resolution is adopted by the board stating the reason for which meetings of the board are to be held in a physical location other than under Section 32-1-903(1.5), C.R.S., and further stating the date, time and physical location of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Indy Oak TOD Metropolitan District (the “**District**”), Jefferson County, Colorado:

1. That the provisions of Section 32-1-903(1.5), C.R.S., be waived pursuant to the adoption of this Resolution.

2. That the Board of Directors (the “**District Board**”) has determined that conducting meetings at a physical location pursuant to Section 32-1-903(1.5), C.R.S., would be inconvenient and costly for the directors and consultants of the District in that they live and/or work outside of the twenty (20) mile radius requirement.

3. That regular meetings of the District Board for the year 2026 shall be held on _____ at _____, at _____ [indicate physical location and/or virtual location (telephonically, electronically, or by other means)].

4. That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each director.

5. That, until circumstances change, and a future resolution of the District Board so designates, the physical location and/or method or procedure for attending meetings of the District Board virtually (including the conference number or link) shall appear on the agenda(s) of said meetings.

6. That the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s) physical location(s), and any such objections shall be considered by the District Board in setting future meetings.

7. That the District has established the following District Website, <https://indyoaktodmd.colorado.gov/> , and the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to meetings pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.

8. That, if the District is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:

(a) On a post within the Boundaries of the District.

9. The District Manager, or his/her designee, is hereby appointed to post the above-referenced notices.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION ESTABLISHING REGULAR MEETING
DATES, TIME, AND LOCATION, AND DESIGNATING LOCATION FOR 24-HOUR
NOTICES]**

RESOLUTION APPROVED AND ADOPTED on October 20, 2025.

**INDY OAK TOD METROPOLITAN
DISTRICT**

By: _____
President

Attest:

Secretary

RESOLUTION NO. 2025-10-__

**RESOLUTION TO ADOPT BUDGET AND APPROPRIATE SUMS OF MONEY
RESOLUTION OF THE BOARD OF DIRECTORS OF INDY OAK TOD
METROPOLITAN DISTRICT, CITY OF LAKEWOOD, JEFFERSON COUNTY,
COLORADO, PURSUANT TO SECTION 29-1-108, C.R.S., SUMMARIZING
EXPENDITURES AND REVENUES FOR EACH FUND, ADOPTING A BUDGET AND
APPROPRIATING SUMS OF MONEY FOR THE BUDGET YEAR 2026**

A. The Board of Directors of the Indy Oak TOD Metropolitan District (the “**District**”) has appointed the District Accountant to prepare and submit a proposed budget to said governing body at the proper time.

B. District Accountant has submitted a proposed budget to this governing body for its consideration.

C. Upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on October 20, 2025, and interested electors were given the opportunity to file or register any objections to said proposed budget.

D. The budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution (“**TABOR**”) and other laws or obligations which are applicable to or binding upon the District.

E. Whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

F. The Board of Directors has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget.

G. It is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, thereby establishing a limitation on expenditures for the operations of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF INDY OAK TOD METROPOLITAN DISTRICT, CITY OF LAKEWOOD, JEFFERSON COUNTY, COLORADO:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Indy Oak TOD Metropolitan District for the 2026 fiscal year.
2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. That the sums set forth as the total expenditures of each fund in the budget attached hereto as **Exhibit A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION TO ADOPT
BUDGET AND APPROPRIATE SUMS OF MONEY]**

RESOLUTION APPROVED AND ADOPTED on October 20, 2025.

**INDY OAK TOD METROPOLITAN
DISTRICT**

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT A

Budget

I, _____ hereby certify that I am the duly appointed Secretary of the Indy Oak TOD Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2026, duly adopted at a meeting of the Board of Directors of the Indy Oak TOD Metropolitan District held on October 20, 2025.

By: _____
Secretary

MILL RESOLUTION NO. 2025-10-____
RESOLUTION TO SET MILL LEVIES

**RESOLUTION OF THE INDY OAK TOD METROPOLITAN DISTRICT LEVYING
GENERAL PROPERTY TAXES, PURSUANT TO SECTION 39-1-111, C.R.S., FOR THE
YEAR 2025, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE 2026
BUDGET YEAR**

A. The Board of Directors of the Canterbury Crossing Metropolitan District (the “**District**”) has adopted an annual budget in accordance with the Local Government Budget Law, on October 20, 2025.

B. The adopted budget is attached as Exhibit A to the Resolution of the Board of Directors of the District to Adopt Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference.

C. The amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget.

D. The amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget.

NOW, THEREFORE, PURSUANT TO SECTIONS 39-1-111(5) and 39-5-128(1), C.R.S., BE IT RESOLVED by the Board of Directors of the Indy Oak TOD Metropolitan District, Jefferson County, Colorado, that:

1. For the purpose of meeting all general operating expenses of the District during the 2026 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.
2. That for the purpose of meeting all debt retirement expenses of the District during the 2026 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.
3. That for the purpose of meeting all contractual obligation expenses of the District during the 2026 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.
4. That the Secretary is hereby authorized and directed to immediately certify to the Board of County Commissioners of Jefferson County, Colorado, the mill levies for the District as set forth in the District’s Certification of Mill Levies, attached hereto as **Exhibit 1** and incorporated herein by reference, recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE OF RESOLUTION TO SET MILL LEVIES]

RESOLUTION APPROVED AND ADOPTED on October 20, 2025.

**INDY OAK TOD METROPOLITAN
DISTRICT**

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT 1

Certification of Tax Levies

I, _____, hereby certify that I am the duly appointed Secretary of the Canterbury Crossing Metropolitan District, and that the foregoing is a true and correct copy of the Certification of Mill Levies for the budget year 2026, duly adopted at a meeting of the Board of Directors of the Indy Oak Metropolitan District held on October 20, 2025.

Secretary



SNOW REMOVAL CONTRACT

For 2025 - 2026

This Snow Removal Contract ("Contract") is entered into on the _____ day of _____ by
INDY OAKS and Landtech Contractors, LLC ("Contractor").

Contract Term:

Contract commencement date: Oct 1, 2025

Contract termination date: May 31, 2026

Customer Information: To be filled out by Client

Customer property name: _____
Customer property address: _____
Customer on-site rep name: _____
On-site rep phone #: _____
Customer Management Company: _____
Customer manager name: _____
Customer billing address: _____
Customer office phone #: _____
Customer billing e-mail address: _____

Contractor Information:

Contractor's office address: 525 Laredo St., Aurora, CO 80011
Contractor's office phone #: 303 344 4465
Contractor's billing e-mail address: Billing@Landtechcontractors.com

1. Scope of Services: Contractor will perform the services described in the Snow Removal Requirements ("SRR") Article B, which is attached hereto and incorporated herein by this reference. The SRR must be completed by Customer prior to the start of the snow season and must clearly define the snow removal services that Customer wants Contractor to provide under this Contract and the specific areas of the Customer's Property (identified above). Services will not include ice removal, or the physical removal of snow from the Property. This service is only available with 24 hours notice to Contractor and will be billed on a time and materials basis pursuant to the pricing schedule in Article A of this Contract. Cleaning up of salt, slicer, or other snow melt products used by Contractor is not specifically included under this Contract but is available from Contractor at an additional cost to Customer.

2. Performance: All labor, equipment, and materials will be furnished by Contractor. Contractor may use subcontractors in the provision of service under this Contract. Snow plowing will be accomplished by mechanically pushing snow to boundaries designated by Customer in the SRR and will begin once snow levels reach **Trace, 1" or 2" ONLY** Snow removal on sidewalks will be performed by hand shoveling, unless areas are accessible by snow blower, ATV, UTV, or SnowRator (when available) and will begin once snow levels reach **Trace, 1" or 2" ONLY** Unless Customer instructs Contractor otherwise, Customer agrees that Contractor has discretion to determine if snow removal is necessary under this Contract based on snow accumulations, forecasted temperatures and weather conditions for the Property. Customer understands that snow accumulations may vary from one part of town to the next, and that weather conditions in one part of town may not be indicative of accumulations at the Customer's Property. Customer also understands that drifting snow may necessitate plowing of Customer's Property, regardless of the average accumulation at that Property.

Normal nightly refreezing of melted snow and ice may occur for a period of time after each storm or snow event. Therefore, Contractor will return to the Property and will re-plow, re-shovel or re-apply salt, sand or snow melt products at Customer's written request.

Customer is responsible for having all vehicles removed from parking lots, drives, access roads, and designated stockpile areas, so Contractor can properly and efficiently operate snowplowing equipment. If vehicles are not removed at the time of plowing operation, Contractor will be obligated to plow only those areas available and open for safe use and operation of snowplow equipment. Clearing between parked cars is not included in this contract. If the designated stockpile areas are not accessible, Contractor will stockpile snow in an area chosen at Contractor's discretion to provide the least interference with use of the Property.

Services under this Contract will commence during or within twelve (12) hours of the end of any snowfall. Contractor will charge for travel time to the Property according to the type of services to be performed. Services will be initiated when, in the best judgment of Contractor, conditions are such that snow removal services are required. It is Customer's responsibility to notify Contractor in writing when snow services are not required.

When a large accumulation of snow is predicted, such as an "upslope", blizzard conditions, snow in excess of 12", ice in all its forms, declared states of emergency, Contractor has discretion to commence services under this Contract prior to the cessation of snowfall. Contractor will make every effort to insure such service. Customer understands, however, that certain conditions may pose challenges to Contractor providing services, which are out of Contractor's control. In such cases, Contractor will keep Customer informed of conditions and will define realistic expectations for completion of field operations. Any precipitation event lasting longer than 12 hours will require that Contractor schedule rest periods for field personnel and Managers to assure their safety. When accumulation exceeds six (6") inches, or when drift conditions exist, "shovel-wide" paths will be cleared during the first visit to the site. Walks will be cleared to their full width when conditions allow further attention.

If sidewalk snow service is requested by Customer, Customer understands that if temperature and wind conditions combine to bring temperatures below ten (10) degrees Fahrenheit, Contractor may have to stop providing services during that period of time in order to protect the health and well being of its employees.

Contractor will provide services under this Contract in a workman-like manner. Customer accepts this warranty as its sole recourse, and THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

3 Property Damage: Customer agrees that Contractor is not responsible to Customer or anyone else for damages caused by snow removal equipment (including, but not limited to pick-up trucks, loaders and tractors) to property items in and around the area designated by Customer for plowing, and which are concealed from Contractor's view by snow accumulation or other adverse weather condition. Such property items include, but are not limited to turf (grass), curbs, wheel stops, fire hydrants, plant material and other landscaping, and retaining walls. Customer also agrees that Contractor is not responsible to Customer or anyone else for damages caused by snow removal equipment to surface integrity due to weight of snow removal equipment. Installation of necessary snow stakes is recommended. If Contractor, in its discretion, deems such stakes to be necessary to avoid property damage, Contractor is hereby authorized to provide stakes at an additional cost to Customer, as set forth under the pricing schedule in Article A of this Contract.

4 Personal Injury and Indemnification: Customer understands that slippery conditions after a snow event are an inherent risk that cannot be completely eliminated by services provided by Contractor hereunder. Therefore, Customer agrees that it will hold Contractor, its officers, agents and employees liable for any claims, damages, losses, and expenses, (including but not limited to attorneys' fees and court costs) arising out of or resulting from falls and other accidents caused in whole or in part by snow, ice or any other slippery condition on the property. Customer also agrees to indemnify and defend Contractor from and against any claim, cause of action, or liability instituted by any employee, resident or third-party arising out of or related in any way to property damage, and personal injury due to ice, snow or other slippery condition that may exist on the Property before, during or after Contractor has performed services pursuant to the Contract. Customer agrees to indemnify and defend Contractor from all such claims and liabilities regardless of whether allegedly caused by any actions or failures of Contractor.

Customer understands that upon completion of snow service operations, even if conducted to the highest standards in the industry for this area, slippery conditions may still exist. For example, normal nightly refreezing of melting snow and ice may occur after each storm. Therefore, Contractor will not be liable for accidents caused by this inherent risk and will be defended, indemnified and held harmless by Customer from and against lawsuits or claims that may result from naturally occurring weather conditions, or the presence of salt, sand, or other snow melt products used by Contractor. Contractor has discretion to determine whether to apply snow melt chemicals for snow management. Such chemicals have inherent properties that could degrade or damage metal, paving material, and plant material that come in contact with such chemicals, and therefore, Contractor will not be liable for damage caused to said objects or materials on site.

5 Insurance: Throughout the term of this Contract, Contractor will maintain General Liability insurance of \$2,000,000 aggregate, and will also carry the Colorado State required Workman's Compensation insurance, and Automobile Liability insurance, \$1,000,000 bodily injury each person/each accident, and \$1,000,000 property damage.

6 Termination without Cause: Either party to this Contract may terminate the Contract without cause by sending written notice to the other party at the respective address stated above. Termination of the Contract will become effective 30 days after the date such written notice is provided. In the event of such termination, full payment for services performed or material provided under this Contract becomes due and payable on, or before, the effective date of termination. In the event of pre-payment of services not performed or materials not provided after the effective date of termination, Contractor will issue a refund to Customer on, or before, the effective date of termination. In addition, if Customer has entered into this Contract as an agent of the Property owner, and Customer's agreement with the Property owner is terminated, this Contract will automatically terminate without notice, effective the date of such termination by the Property Owner.

7. Default and Remedies: A default will occur if Customer fails to make payment when due under the Contract. In the event of such default, Contractor may, at its option: (a) terminate the Contract, without further notice to Customer and without waiving any right it may have to recover payment of the money due from Customer; or (b) halt services under the Contract until such payment is made to Contractor. Customer agrees and understands that he/she/it will be responsible for all costs of collecting payment due, including reasonable attorneys' fees and costs.

If Contractor fails to perform services as required under this Contract, defaults under the Contract, or is grossly negligent, Customer must send written notice of same to Contractor at the address for Contractor stated above. In the event of such default, Customer may: (a) demand strict performance of the Contract; (b) terminate the Contract. If Customer reasonably believes that Contractor's performance is not satisfactory, customer may also terminate the Contract upon written notice to Contractor explaining the reason for such termination.

8. Payment: The prices, specifications, and conditions are satisfactory and are hereby accepted by Customer. Contractor is authorized to do the work as specified. The rate schedule for this Contract is outlined below and all work will be performed and paid for according to these rates. All accounts are to be due and paid in full net ten (10) days after receipt of an invoice from Contractor. Customer agrees that thirty (30) day past due accounts will be charged interest at 1.5% per month (18% per year). Contractor may decline to perform services if accounts are over twenty days (20) past due following Customer's receipt of invoices for services rendered. Customer will be responsible for a \$45.00 returned check fee for any check returned unpaid for any reason.

9. Attorneys Fees and Venue: In the event either party to this Contract commences an action to enforce the terms of the Contract, the prevailing party to such action is entitled to recover its attorneys' fees and court costs. The parties agree that venue for any such legal action shall be the District Court for the City and County of Denver, State of Colorado.

10. Miscellaneous:

10.1 Contractor reserves the right not to proceed with services outlined under this Contract, and the contract may be deemed null and void by Contractor notwithstanding execution of the Contract by Customer, if the Contract is not executed by Customer within 30 days from the date the Contract is sent to Customer.

10.2 This Contract and attachments hereto supersedes any and all other agreements between the parties, oral or written, regarding snow removal services.

10.3 By signing below, each party acknowledges they have read and understand the Contract and that no representation, inducement, promise, or agreement, oral or otherwise, has been made by any party which is not embodied herein. This Contract shall be construed objectively in light of its overall purpose, which is to provide the described services herein for compensation. Neither the source nor the authorship of this Contract shall cause any other bias or presumption in the construction or interpretation of this Contract. Any changes to the terms of this Contract are not binding unless in writing, signed by each of the parties.

10.4 This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract.

10.5 Customer may not assign this Contract without first obtaining Contractor's written approval to do so. Such approval will not be unreasonably withheld by Contractor.

10.6 The parties hereto agree that a facsimile signature may substitute for and have the same legal effect as the original signature.

10.7 This Contract shall be construed in accordance with the laws of the State of Colorado.

CONTRACTOR: Landtech Contractors, LLC

BY: _____

Date

CUSTOMER:

BY: _____

Its: _____ Date

Article A: HOURLY RATES 2025-2026

Rates include operator and have a one (1) hour minimum charge.
Drive time is charged one direction.

Light Equipment

4x4 Truck with Plow	\$140.00 per hour
Ice Slicer Spreader	\$152.00 per hour
Skid Steer Loader with Push Box/Plow	\$164.00 per hour
ATV w/Plow, SnowRator w/Spreader, UTV w/Plow and Spreader	\$107.00 per hour

Heavy Equipment

Loader/Backhoe with 1-yard Push box or plow	\$234.00 per hour
Loader/Backhoe with 3-yard Push box or plow	\$298.00 per hour

Labor

Hand Shovel/Spread Ice Melt	\$70.00 per man, per hour
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Material

Standard Ice Melt	\$1.00 per pound
Environmentally Friendly Ice Melt	\$1.42 per pound
Ice Slicer (Granulated Magnesium Chloride)	\$308.00 per ton

Other

Snow Pile Relocation/Haul Off	\$180.00 per hour
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Article B: Snow Removal Requirements

CUSTOMER TO FILL OUT TABLE BELOW

Property Name:		
Property Address:		
Property Contact:		
Contact E-mail:		
Contact Phone #:		
At what accumulation is clearing walkways and doorways required?	YES NO	Trace 1" 2" ☐ ☐ ☐ (Mark one)
Is the ice melt application needed for walkways?	YES NO	Standard ☐ Environmentally Friendly ☐ (Mark one)
At what accumulation are plow services for parking lots, entry & driveways, loading docks, etc. required?	YES NO	Trace 1" 2" ☐ ☐ ☐ (Mark one)
Is Ice Slicer (Granulated Magnesium Chloride) application required for entry and driveways, drive lanes, loading docks?	YES NO	
Are there specific areas that snow is to be piled? Is there a site plan or map available? If so, please attach it.		
Are there restricted areas on your site that require snow services?		
How can we arrange to access these areas?		
Snow Monitoring Service: This service will provide the client with a property check to monitor snow accumulation. This service will be offered when the snow has been forecast and will potentially meet the client's contractual trigger point. Service will be offered at an hourly rate of \$65.00 per man-hour and material (1 hr. min. charge per visit) Services must be requested at the time contract execution. Initials_____		
Special Instructions:		



SNOW REMOVAL CONTRACT

For 2025 - 2026

This Snow Removal Contract ("Contract") is entered into on the ____ day of _____ by
PEARSON GROVE and Landtech Contractors, LLC ("Contractor").

Contract Term:

Contract commencement date: Oct 1, 2025

Contract termination date: May 31, 2026

Customer Information: To be filled out by Client

Customer property name: _____
Customer property address: _____
Customer on-site rep name: _____
On-site rep phone #: _____
Customer Management Company: _____
Customer manager name: _____
Customer billing address: _____
Customer office phone #: _____
Customer billing e-mail address: _____

Contractor Information:

Contractor's office address: 525 Laredo St., Aurora, CO 80011
Contractor's office phone #: 303 344 4465
Contractor's billing e-mail address: Billing@Landtechcontractors.com

1. Scope of Services: Contractor will perform the services described in the Snow Removal Requirements ("SRR") Article B, which is attached hereto and incorporated herein by this reference. The SRR must be completed by Customer prior to the start of the snow season and must clearly define the snow removal services that Customer wants Contractor to provide under this Contract and the specific areas of the Customer's Property (identified above). Services will not include ice removal, or the physical removal of snow from the Property. This service is only available with 24 hours notice to Contractor and will be billed on a time and materials basis pursuant to the pricing schedule in Article A of this Contract. Cleaning up of salt, slicer, or other snow melt products used by Contractor is not specifically included under this Contract but is available from Contractor at an additional cost to Customer.

2. Performance: All labor, equipment, and materials will be furnished by Contractor. Contractor may use subcontractors in the provision of service under this Contract. Snow plowing will be accomplished by mechanically pushing snow to boundaries designated by Customer in the SRR and will begin once snow levels reach **Trace, 1" or 2" ONLY** Snow removal on sidewalks will be performed by hand shoveling, unless areas are accessible by snow blower, ATV, UTV, or SnowRator (when available) and will begin once snow levels reach **Trace, 1" or 2" ONLY** Unless Customer instructs Contractor otherwise, Customer agrees that Contractor has discretion to determine if snow removal is necessary under this Contract based on snow accumulations, forecasted temperatures and weather conditions for the Property. Customer understands that snow accumulations may vary from one part of town to the next, and that weather conditions in one part of town may not be indicative of accumulations at the Customer's Property. Customer also understands that drifting snow may necessitate plowing of Customer's Property, regardless of the average accumulation at that Property.

Normal nightly refreezing of melted snow and ice may occur for a period of time after each storm or snow event. Therefore, Contractor will return to the Property and will re-plow, re-shovel or re-apply salt, sand or snow melt products at Customer's written request.

Customer is responsible for having all vehicles removed from parking lots, drives, access roads, and designated stockpile areas, so Contractor can properly and efficiently operate snowplowing equipment. If vehicles are not removed at the time of plowing operation, Contractor will be obligated to plow only those areas available and open for safe use and operation of snowplow equipment. Clearing between parked cars is not included in this contract. If the designated stockpile areas are not accessible, Contractor will stockpile snow in an area chosen at Contractor's discretion to provide the least interference with use of the Property.

Services under this Contract will commence during or within twelve (12) hours of the end of any snowfall. Contractor will charge for travel time to the Property according to the type of services to be performed. Services will be initiated when, in the best judgment of Contractor, conditions are such that snow removal services are required. It is Customer's responsibility to notify Contractor in writing when snow services are not required.

When a large accumulation of snow is predicted, such as an "upslope", blizzard conditions, snow in excess of 12", ice in all its forms, declared states of emergency, Contractor has discretion to commence services under this Contract prior to the cessation of snowfall. Contractor will make every effort to insure such service. Customer understands, however, that certain conditions may pose challenges to Contractor providing services, which are out of Contractor's control. In such cases, Contractor will keep Customer informed of conditions and will define realistic expectations for completion of field operations. Any precipitation event lasting longer than 12 hours will require that Contractor schedule rest periods for field personnel and Managers to assure their safety. When accumulation exceeds six (6") inches, or when drift conditions exist, "shovel-wide" paths will be cleared during the first visit to the site. Walks will be cleared to their full width when conditions allow further attention.

If sidewalk snow service is requested by Customer, Customer understands that if temperature and wind conditions combine to bring temperatures below ten (10) degrees Fahrenheit, Contractor may have to stop providing services during that period of time in order to protect the health and well being of its employees.

Contractor will provide services under this Contract in a workman-like manner. Customer accepts this warranty as its sole recourse, and THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

3 Property Damage: Customer agrees that Contractor is not responsible to Customer or anyone else for damages caused by snow removal equipment (including, but not limited to pick-up trucks, loaders and tractors) to property items in and around the area designated by Customer for plowing, and which are concealed from Contractor's view by snow accumulation or other adverse weather condition. Such property items include, but are not limited to turf (grass), curbs, wheel stops, fire hydrants, plant material and other landscaping, and retaining walls. Customer also agrees that Contractor is not responsible to Customer or anyone else for damages caused by snow removal equipment to surface integrity due to weight of snow removal equipment. Installation of necessary snow stakes is recommended. If Contractor, in its discretion, deems such stakes to be necessary to avoid property damage, Contractor is hereby authorized to provide stakes at an additional cost to Customer, as set forth under the pricing schedule in Article A of this Contract.

4 Personal Injury and Indemnification: Customer understands that slippery conditions after a snow event are an inherent risk that cannot be completely eliminated by services provided by Contractor hereunder. Therefore, Customer agrees that it will not hold Contractor, its officers, agents and employees liable for any claims, damages, losses, and expenses, (including but not limited to attorneys' fees and court costs) arising out of or resulting from falls and other accidents caused in whole or in part by snow, ice or any other slippery condition on the property. Customer also agrees to indemnify and defend Contractor from and against any claim, cause of action, or liability instituted by any employee, resident or third-party arising out of or related in any way to property damage, and personal injury due to ice, snow or other slippery condition that may exist on the Property before, during or after Contractor has performed services pursuant to the Contract. Customer agrees to indemnify and defend Contractor from all such claims and liabilities regardless of whether allegedly caused by any actions or failures of Contractor.

Customer understands that upon completion of snow service operations, even if conducted to the highest standards in the industry for this area, slippery conditions may still exist. For example, normal nightly refreezing of melting snow and ice may occur after each storm. Therefore, Contractor will not be liable for accidents caused by this inherent risk and will be defended, indemnified and held harmless by Customer from and against lawsuits or claims that may result from naturally occurring weather conditions, or the presence of salt, sand, or other snow melt products used by Contractor. Contractor has discretion to determine whether to apply snow melt chemicals for snow management. Such chemicals have inherent properties that could degrade or damage metal, paving material, and plant material that come in contact with such chemicals, and therefore, Contractor will not be liable for damage caused to said objects or materials on site.

5 Insurance: Throughout the term of this Contract, Contractor will maintain General Liability insurance of \$2,000,000 aggregate, and will also carry the Colorado State required Workman's Compensation insurance, and Automobile Liability insurance, \$1,000,000 bodily injury each person/each accident, and \$1,000,000 property damage.

6 Termination without Cause: Either party to this Contract may terminate the Contract without cause by sending written notice to the other party at the respective address stated above. Termination of the Contract will become effective 30 days after the date such written notice is provided. In the event of such termination, full payment for services performed or material provided under this Contract becomes due and payable on, or before, the effective date of termination. In the event of pre-payment of services not performed or materials not provided after the effective date of termination, Contractor will issue a refund to Customer on, or before, the effective date of termination. In addition, if Customer has entered into this Contract as an agent of the Property owner, and Customer's agreement with the Property owner is terminated, this Contract will automatically terminate without notice, effective the date of such termination by the Property Owner.

7. Default and Remedies: A default will occur if Customer fails to make payment when due under the Contract. In the event of such default, Contractor may, at its option: (a) terminate the Contract, without further notice to Customer and without waiving any right it may have to recover payment of the money due from Customer; or (b) halt services under the Contract until such payment is made to Contractor. Customer agrees and understands that he/she/it will be responsible for all costs of collecting payment due, including reasonable attorneys' fees and costs.

If Contractor fails to perform services as required under this Contract, defaults under the Contract, or is grossly negligent, Customer must send written notice of same to Contractor at the address for Contractor stated above. In the event of such default, Customer may: (a) demand strict performance of the Contract; (b) terminate the Contract. If Customer reasonably believes that Contractor's performance is not satisfactory, customer may also terminate the Contract upon written notice to Contractor explaining the reason for such termination.

8. Payment: The prices, specifications, and conditions are satisfactory and are hereby accepted by Customer. Contractor is authorized to do the work as specified. The rate schedule for this Contract is outlined below and all work will be performed and paid for according to these rates. All accounts are to be due and paid in full net ten (10) days after receipt of an invoice from Contractor. Customer agrees that thirty (30) day past due accounts will be charged interest at 1.5% per month (18% per year). Contractor may decline to perform services if accounts are over twenty days (20) past due following Customer's receipt of invoices for services rendered. Customer will be responsible for a \$45.00 returned check fee for any check returned unpaid for any reason.

9. Attorneys Fees and Venue: In the event either party to this Contract commences an action to enforce the terms of the Contract, the prevailing party to such action is entitled to recover its attorneys' fees and court costs. The parties agree that venue for any such legal action shall be the District Court for the City and County of Denver, State of Colorado.

10. Miscellaneous:

10.1 Contractor reserves the right not to proceed with services outlined under this Contract, and the contract may be deemed null and void by Contractor notwithstanding execution of the Contract by Customer, if the Contract is not executed by Customer within 30 days from the date the Contract is sent to Customer.

10.2 This Contract and attachments hereto supersedes any and all other agreements between the parties, oral or written, regarding snow removal services.

10.3 By signing below, each party acknowledges they have read and understand the Contract and that no representation, inducement, promise, or agreement, oral or otherwise, has been made by any party which is not embodied herein. This Contract shall be construed objectively in light of its overall purpose, which is to provide the described services herein for compensation. Neither the source nor the authorship of this Contract shall cause any other bias or presumption in the construction or interpretation of this Contract. Any changes to the terms of this Contract are not binding unless in writing, signed by each of the parties.

10.4 This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract.

10.5 Customer may not assign this Contract without first obtaining Contractor's written approval to do so. Such approval will not be unreasonably withheld by Contractor.

10.6 The parties hereto agree that a facsimile signature may substitute for and have the same legal effect as the original signature.

10.7 This Contract shall be construed in accordance with the laws of the State of Colorado.

CONTRACTOR: Landtech Contractors, LLC

BY: _____

Date

CUSTOMER:

BY: _____

Its: _____ Date

Article A: HOURLY RATES 2025-2026

Rates include operator and have a one (1) hour minimum charge.
Drive time is charged one direction.

Light Equipment

4x4 Truck with Plow	\$140.00 per hour
Ice Slicer Spreader	\$152.00 per hour
Skid Steer Loader with Push Box/Plow	\$164.00 per hour
ATV w/Plow, SnowRator w/Spreader, UTV w/Plow and Spreader	\$107.00 per hour

Heavy Equipment

Loader/Backhoe with 1-yard Push box or plow	\$234.00 per hour
Loader/Backhoe with 3-yard Push box or plow	\$298.00 per hour

Labor

Hand Shovel/Spread Ice Melt	\$70.00 per man, per hour
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Material

Standard Ice Melt	\$1.00 per pound
Environmentally Friendly Ice Melt	\$1.42 per pound
Ice Slicer (Granulated Magnesium Chloride)	\$308.00 per ton

Other

Snow Pile Relocation/Haul Off	\$180.00 per hour
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Article B: Snow Removal Requirements

CUSTOMER TO FILL OUT TABLE BELOW

Property Name:		
Property Address:		
Property Contact:		
Contact E-mail:		
Contact Phone #:		
At what accumulation is clearing walkways and doorways required?	YES NO	Trace 1" 2" ☐ ☐ ☐ (Mark one)
Is the ice melt application needed for walkways?	YES NO	Standard Environmentally Friendly ☐ (Mark one)
At what accumulation are plow services for parking lots, entry & driveways, loading docks, etc. required?	YES NO	Trace 1" 2" ☐ ☐ ☐ (Mark one)
Is Ice Slicer (Granulated Magnesium Chloride) application required for entry and driveways, drive lanes, loading docks?	YES NO	
Are there specific areas that snow is to be piled? Is there a site plan or map available? If so, please attach it.		
Are there restricted areas on your site that require snow services?		
How can we arrange to access these areas?		
Snow Monitoring Service: This service will provide the client with a property check to monitor snow accumulation. This service will be offered when the snow has been forecast and will potentially meet the client's contractual trigger point. Service will be offered at an hourly rate of \$65.00 per man-hour and material (1 hr. min. charge per visit) Services must be requested at the time contract execution. Initials_____		
Special Instructions:		

-----Original Message-----

From:

Sent: Monday, August 25, 2025 11:30 AM

To: Peggy Ripko <pripko@sdmsi.com>

Subject:

Hi Peggy,

Recently I received a letter regarding my rental at Oak Circle. As you may or may not know we are currently in litigation with Century Builders. One of the main issues that initially started this lawsuit was a sporadic knocking sound in the walls. This has been going on since the unit was built. I lived with this constant knocking sound for the past several years until recently I have moved out. I am currently in therapy for anxiety which was exasperated by this knocking sound. As you know recently I requested the rules regarding Short term rentals be changed at Oak Circle. I didn't even know about the meeting until it was over but found out through Jud Connelly that short term rentals at Oak Circle did not pass. During litigation with the builders we are advised not to sell our property and once the lawsuit is over they will be completing repairs which cannot be done if the property was rented full time as I would have to gain access and potentially have the walls opened up etc. This is the reason I have opted to offer my property as a short term rentals due to the anxiety and stress the knocking was creating for me as well as not being able to sell and also having to potentially gain access to the unit in between guests to start repairs once the lawsuit is complete.

If we could please put this back on the docket for the next meeting taking these things into consideration it would be appreciated.

Thank you,

Sent from my iPad



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

MEMORANDUM

TO: Board of Directors

FROM: Christel Gemski
Executive Vice-President

DATE: September 10, 2025

RE: Notice of 2026 Rate Increase

A handwritten signature in blue ink that reads "Christel Gemski". The signature is enclosed within a thin black rectangular border.

In accordance with the Management Agreement (“Agreement”) between the District and Special District Management Services, Inc. (“SDMS”), at the time of the annual renewal of the Agreement, the hourly rate described in Article III for management and all services shall increase as follows:

District Management and Administration Services

Senior Managers & Managers	\$200-\$260
Assistant Managers & Admin Coordinators	\$200
After Hours Management Services	\$250-\$310

Finance and Accounting

Senior Accountants and Accountants	\$200-\$260
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Utility Billing Service

\$95

Operations Maintenance and Field Services

After Hours Field Services	\$145
	\$195

Community Management

Managers & Assistant Managers	\$135
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*Memo rate increases supersede any prior agreed upon rates.

*Material items purchased for the district will be billed at actual cost.

We hope you will understand that it is necessary to increase our rates due to increasing insurance and operating costs along with new laws and rules implemented by our legislature.