

STONEGATE NORTH VILLAGES METROPOLITAN DISTRICT

Regular Meeting (via Teleconference)
Tuesday, October 26, 2021 at 5:30 p.m.

www.stonegatenorthvillages.org

Jeni Reilly	President	Term to May 2022
Kevin Reilly	Secretary	Term to May 2022
Warren Robinson	Treasurer	Term to May 2022
Holly Kamm	Director	Term to May 2023
Alice Braun	Director	Term to May 2023

- I. Call to Order and Approval of the Agenda
- II. Declaration of Quorum/Director Qualifications/Disclosure of Conflicts
- III. Public Comment – *Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. As a general practice, the Board will not discuss/debate these items, nor will the Board make any decisions on items presented during this time, rather it will refer the items for follow up.*

CONSENT AGENDA

- IV. Items for Consent Agenda:
 - A. Meeting Minutes of September 28, 2021
 - B. Payment of Claims as of October 14, 2021

OUTSIDE PROFESSIONAL REPORTS

- V. Communication/Brand Update (Jennifer Dulles)
- VI. Financial Reporting
 - A. Draft September 30, 2021 Financial Reports
 - B. Capital Projects Budget Summary
 - C. 2022 Preliminary Budget (Review at the end of Director Items)
- VII. Legal Reports (Kim Seter)
 - A. Status Report/Updates
- VIII. Maintenance Items
 - A. Pool (Eli Schlaged)
 - B. Landscaping (Jeff Kyzer)
 - 1. Monthly Maintenance Site Report from Brightview
 - 2. Review/Consider Approval of Work Order(s)
 - C. Basketball/Tennis Courts
 - 1. Basketball Court Update
 - 2. Tennis Court Resurfacing Update
 - D. Parks and Playgrounds
 - E. Capital Improvement/Enhancement Project Update
 - 1. Phase 1 and 2 Status
 - 2. Phase 3 Update
 - 3. Jordan Road Enhancement Update
 - 4. Monumentation Update
 - F. District Manager (Mark Eames)
- IX. Director's Items
 - A. Members of the Public Comments on Children from Chaparral High School having Access to the Main Park during School Hours
 - B. Open for Additional Directors Items
 - C. Next Regular Board Meeting on November 23, 2021 at 5:30 p.m. via Teleconference.
- X. Adjournment

**INFORMATIONAL
PACKET
PREFACE**

STONEGATE NORTH VILLAGES METROPOLITAN DISTRICT
INFORMATION PACKET PREFACE

October 26, 2021

- Consent Agenda
 - Approval of Meeting Minutes of September 28, 2021 starting on **Page 6.**
 - Approval for Payment of Claims **Page 9.**
- Communications/Branding Update: Please see update starting on **Page 11.**
- Financial Reporting: September 31, 2021 financial reports can be found starting on **Page 18.** Management is seeking formal approval of the financial report for this month. Also please find the updated monthly Capital Improvement Projects Budget Summary on **Page 27.**
- Legal Reporting: Please see update starting on **Page 29.**
- Maintenance Items. Pool Registration/Access and Pool Camera System updates, as applicable, will be provided at the meeting.
- 2022 Pool Contract. Please see the proposed 2022 pool contract from Front Range Recreational on **Page 33.**
- Landscape Update: The monthly maintenance report provided by Brightview can be found starting on **Page 45.**
- Tennis/Basketball Courts: Management continues to work with various contractors to establish an emergency exit process using the old keypad system, for residents that enter the tennis courts utilizing their VizPin system, but are unable to exit the tennis courts with the VizPin system for whatever reason. The punch key system code has been changed, but we have not provided that code to the members, as we still need to address how to disengage the ingress portion of the pad. The tennis and basketball court surfacing are completed. Both projects turned out very well and the District has received multiple position comments on the addition of the basketball court. Signage for the basketball court has been forwarded to DStreet for design.
- Capital Improvement/Enhancement Projects: The Phase 1, 2 and 3 projects are generally moving forward. There is a preliminary planning meeting with Douglas County set for November 1, 2021 on the proposed clubhouse facility plans. The County referral for the clubhouse has been sent out by the County.
- District Manager Reporting:
 - Richmond Homes Tract Inspection/Transfer: Management suggested in January that those open space tracts in Filing 22, developed by Richmond Homes be accepted by the District with specific requirements/contingencies as provided to Kim Seter, pending resolution on resolving with the Builder, the sound wall easements from lot owners abutting the sound wall. An updated Agreement for Acceptance of Public Improvements and Release to Responsibility was forwarded to Richmond Homes. Management suggested that the Board look at taking action to move this unresolved business matter forward as soon as possible. At their July meeting, the Board agreed to have Mr. Seter contact Richmond with an offer to settle the common landscape tract as previously stipulated and the District would address the sound wall acceptance separately.
 - Lot 89 Amenities Site Review: No additional updates from last month.
- Projects Completed/Pending Projects/Action Item List: Updated Action Item List on **Page 52.**

CONSENT AGENDA

SEPTEMBER MEETING MINUTES

**STONEGATE NORTH VILLAGES METROPOLITAN DISTRICT
BOARD OF DIRECTORS MEETING
MINUTES**

Held: Tuesday, the 28th of September 2021 at 5:30 p.m. virtually via Zoom Video Communications as posted and identified on the published meeting agenda.

Attendance: The Regular Meeting of the Board of Directors of Stonegate Villages North Metropolitan District, Parker, Colorado, was called and conducted virtually via Zoom Video Communications, in accordance with the applicable statutes of the State of Colorado with the following directors present and acting:

Jeni Reilly, Kevin Reilly, Warren Robinson and Holly Kamm were in attendance. Also, present were Jeff Kyzer with Brightview Landscape Services; Cheri Curtis with Marchetti & Weaver, Eli Schlagel & Jaylene Jones with Front Range Recreation; Jennifer Dulles with DStreet; and Jessica Moser and Mark L. Eames, PCAM with PCMS. There was one homeowner member, Sunil Mishra, in attendance for the meeting.

Roll Call and Call to Order: Director J. Reilly confirmed a quorum was present for the purpose of conducting business and the meeting was called to order at 5:34 p.m. Director J. Reilly requested that Mr. Eames conduct the remainder of the meeting.

Disclosure of Potential Conflict Interest: Mr. Eames noted that general disclosure statements have been filed as necessary on behalf of the members of the Board of Directors having conflicts of interest with the Office of the Colorado Secretary of State and with the Secretary of the District. Upon motion duly made, seconded and unanimously carried, the Board directed that said general disclosures be incorporated herein.

Public Forum: The homeowner in attendance did not have any public forum topics for discussion.

Approval of Agenda: Mr. Eames reviewed the Agenda with the Board. Following discussion, upon a motion duly made and seconded, and unanimously passed to approve the agenda as presented.

Consent Agenda: Items for Consent Agenda:
A. Review and Approve Regular Meeting Minutes of August 24, 2021
B. Payment of Claims

Following discussion, upon a motion duly made and seconded and unanimously carried, the Board approved the Consent Agenda Items A & B as presented.

Outside Professional Reports:

Communications and Branding Update: Ms. Dulles provided an update on behalf of DStreet on what has transpired from a branding and communications standpoint in the past month.

Accounting: Ms. Curtis reviewed the August 31, 2021 draft financial reports and a few highlights on the proposed 2022 budget. The Board agreed to continue this meeting to October 13, 2021 at 5:00 p.m. to continue their review of the proposed 2022 budget. Mr. Eames went on to review the updated capital projects expense report summary with the Board of Directors and her and Ms. Curtis addressed various questions from the Board.

Legal Updates: Mr. Seter with Seter & Vander Wall, P.C. was not in attendance for the meeting. Mr. Eames addressed a couple of items under Mr. Seter's report with the Board. After review, the Board requested that Director K. Reilly and Mr. Eames set up a conference call with Mr. Seter to go over a couple pending items.

**Outside
Professional Reports
Continued:**

Pool and Clubhouse

Project Update: Eli Schlagel and Jaylene Jones provided an update to the Board of Directors regarding the work that has been completed on the pool and clubhouse project.

Landscape

Update: Jeff Kyzer with Brightview reviewed their monthly update/report with the Board of Directors and what is scheduled in the next month. Mr. Kyzer provided an update on the tree replacements and the Branham water meter situation and fielded question from the Board.

**Capital
Improvement/
Enhancement**

Project Update: Eli Schlagel and Jaylene Jones provided an update on the pool area capital improvement project, including pictures showing the pool base being poured and the estimated the end of October for the pool plastering work to commence.

**District
Management:**

Mr. Eames updated the Board on all various projects completed and/or pending for the month, as provided to the Board in their monthly informational meeting packet. Mr. Eames updated the Board on the new basketball court and that the tennis courts and basketball court will be resurfaced by Coatings Inc., within the next two or three weeks.

Directors Items:

Director K. Reilly mentioned that he would like to discuss an idea with the Board at the next meeting about soliciting a holiday decorating contest for the split rail fencing in SNVMD and that prizes can be awarded.

Reconvened:

The reconvened meeting for October 13, 2021 at 5:00 p.m. virtually via Zoom Video Communications as posted and identified was not held due to lack of quorum.

Adjournment:

Therefore, the meeting was adjourned. The next scheduled meeting was set for October 26, 2021 at 5:30 p.m., with official notice to be posted on the District's website.

The foregoing constitutes a true and correct copy of the minutes of the above referenced meeting and was approved by the Board of Directors of the Stonegate North Villages Metropolitan District.

Secretary for the District

PAYABLES REPORT

Stonegate North Village Metropolitan District
Payments of Claims
September 28, 2021

PAYMENTS TO BE APPROVED

Inv Date	Invoice Number	Vendor	Description	Amount
10/14/2021	12697	Architectural Signs	Permits for Signs	\$1,070.62
10/14/2021	12636	Architectural Signs	Signs at Jordan & Aventerra Monument	\$26,627.06
10/01/2021	7565399	Brightview Landscape Services	Landscape Maint Contract - October	\$25,026.25
06/17/2021	7413119	Brightview Landscape Services	Replace Two Blue Spruce	\$1,191.53
06/17/2021	7413122	Brightview Landscape Services	Install Twelve Trees	\$3,884.49
09/20/2021	7547212	Brightview Landscape Services	Tree Removal & Replacement	\$2,220.98
06/09/2021	4719128	Brightview Landscape Services	Irrigation Repairs	\$658.82
06/09/2021	4719129	Brightview Landscape Services	Irrigation Repairs	\$770.00
06/09/2021	4719130	Brightview Landscape Services	Irrigation Repairs	\$144.00
06/15/2021	4727009	Brightview Landscape Services	Irrigation Repairs	\$210.00
06/15/2021	4727010	Brightview Landscape Services	Irrigation Repairs	\$210.00
06/15/2021	4727011	Brightview Landscape Services	Irrigation Repairs	\$140.00
06/15/2021	4727012	Brightview Landscape Services	Irrigation Repairs	\$490.00
06/15/2021	4727013	Brightview Landscape Services	Irrigation Repairs	\$771.63
10/01/2021	2978	DStreet	Monthly Retainer	\$3,750.00
09/30/2021	2977	DStreet	Newsletters	\$270.00
10/04/2021	2976	DStreet	Working Meeting - Lunch	\$138.72
09/07/2021	11102	Front Range Recreation, Inc	Pool Supplies	\$243.00
09/17/2021	11132	Front Range Recreation, Inc	Pool Supplies	\$1,282.10
10/19/2021	2111680	Full Spectrum Lighting	Irrigation Control Box	\$257.00
09/15/2021	Multiple	IREA	Utilities	\$23.81
09/30/2021	18912	Marchetti & Weaver LLC	Accounting	\$2,090.96
09/24/2021	109	PCMS	Management Services	\$5,250.00
		PCMS	Phone Serv & Meeting Supplies	\$125.00
		PCMS	Postage / Meeting Supplies	\$482.80
		PCMS	Basketball Court	\$41,860.00
09/30/2021	7000.7A	Radiant Lighting Services, Inc	Lighting Maintenance	\$97.50
09/30/2021	8682A	Radiant Lighting Services, Inc	Lighting Maintenance	\$395.75
09/30/2021	151794	RG & Associates	Engineering	\$195.00
06/27/2021	24667	SBSA, LLC	Project Oversight & Coordination	\$9,350.00
08/29/2021	25045	SBSA, LLC	Project Oversight & Coordination	\$9,135.00
09/30/2021	82773	Seter & Vander Wall, P.C.	Legal	\$1,121.00
09/30/2021	Multiple	Stonegate Village Metro District	Utilities	\$28,138.83
09/30/2021	221090860	UNCC	Locates	\$58.08
09/23/2021	September 21	Xcel Energy	Utilities	\$2,104.34
Total Invoices to be Approved				<u>\$169,784.27</u>

DSTREET REPORT

DStreet | Board Report
Stonegate North Villages Metropolitan District
October of 2021

October 20, 2021

Dear Board,

The following report outlines a summary of the communications activities engaged on for the District during the first 20 days of the month and expected through the close of the month.

Overview

The district has retained DStreet for 25 hours of support in each month, which includes all of the following activities: 24x7 communications support; email monitoring; issues support and monitoring of incoming queries from residents to evaluate communications needs; review and copywriting/development of eNews; communication re: community events and activities; event planning and support; positioning and messaging counsel; attendance at board meetings, monthly board reports, website back-ups, updates and content development; loading of district materials to the website; management of photography and photography library; proofreading of board communications; oversight of graphic designer; community signage and graphic design; support and copywriting on policy development as needed; maintenance of an editorial calendar; development of monthly newsletter copy and production; and other tasks as may arise from time to time.

Community Issue Monitoring and Response

The firm continues to track all incoming queries to the district. Per the board president’s request, the team has addressed a consistent reply all strategy to ensure incoming queries are noted as finalized. Per last month’s call, if PCMS can review the following and update on response, then DStreet will file in Dropbox quarterly.

Date	Name	Query	Notes on Response
9-7-21	Alysia M. Archuleta	Wrote about needing to return FOB and getting a refund for the \$30 deposit. Asked where to do that.	No response seen
9-1-21	Mandisa Cook	Hello, I am having trouble finding where to submit a payment for Stonegate Water Fees. Can you please guide me to where this info?	No response seen
8-24-21	Keagan Sanchez	Asked about key fob	No response seen

8-23-21	Ashley Foulk	Asked if the North Pool was still open. She noted she had not seen anyone and there seemed to be construction.	PCMS replied that pool is open but noted hours/lifeguard hours etc.
8-16-21	Samuel Huebner	Wrote in to ask about being present at the board meetings because he wanted to weigh in on the pant list.	PCMS replied on behalf of HOA.
8-16-21	Larry Richardson	Not recvd response re: pool pass	No response seen
8-14-21	Wendy Keller, Owner	Wrote in to ask about parking rules	No response seen

Community Meeting Planning and Attendance

DStreet continued to create communications about the upcoming community center and review channels for resident feedback.

eNews

DStreet produced multiple eNews distributions and designs — pushed through PCMS and also added to eNews on the website. Recent ones since last month's report include notification on water allocations, pool parking lot use for equipment, resurfacing of the tennis courts and new basketball court, a community seed giveaway, an update to the pool and tennis court resurfacing dates and community awareness regarding coyotes.

Messaging, Vision, Mission

DStreet continues to work with the board on any updates needed for the adult pool and spa opening, swim-at-your-own-risk policies, board updates, park access, and the new community center. DStreet discussed the ongoing need for community awareness about the new developments in the area.

A planned vision and mission session needed to be rescheduled due to board availability.

Monthly Website Updates and Maintenance

DStreet once again updated the website to reflect meeting dates for the remainder of the calendar year as well as in to 2022, including removing outdated graphics. December should be addressed as it is frequently canceled and only a January meeting held.

This month we also addressed the best practices for notifications and agendas. Once filed under the event section until such time as the final meeting notes were voted on, signed and approved — we

elected to change the process going forward. This was based on one resident's feedback as she was searching on the Meetings Section of the website. Going forward, agendas will live in Meetings. Notices will be tied to the events. And meeting minutes will be added after they are voted on. This means all events should have a notice — and all Meetings listed under the Meetings Tab will have one document right away and two documents when finalized. This new process design is a key part of our work, and not something done previously. In addition to process development, we are finalizing process and logging it for all parties as we go.

DStreet needs to know if the Zoom link will change for the new year, so the meetings already showing there can have accurate links for residents.

DStreet will meet with Jeni to review some additional pieces of the website: including the potential add-on of a carousel, or sequenced changeouts of imagery as our library gets fully stocked.

Two new photos shoots were initiated and scheduled and we are awaiting final, edited and retouched photos from the photographer. As a reminder we ran an RFP for this photographer and his work has been budgeted. Once files are finalized they will be downloaded into the Image Library on Dropbox.

Once the clubhouse materials are done we also will help Stonegate North Villages determine if there is a logical place for these materials to live. The adult pool and spa will also be something to flag and we should plan photos of that new area with the photographer when the work is complete.

Newsletter Planning, Copywriting and Development

The newsletter is used as a primary communications vehicle for residents. This, and the website, are the two primary means of communications, supplemented by eNews when timeliness is needed.

DStreet met with the board president to update the articles necessary from now through the end of the year. The brainstormed topics and materials were then slotted on to the District's editorial calendar, with notes as to what must be communicated when.

The October issue was posted to the website at the start of the month.

In addition, the November issue was developed and written with input from the board president — and the design finalized by the deadline date of October 15th. The Adobe Illustrator files were sent to the management company.

2022 processes should be addressed as we do not have DStreet scoped under its 25 hours for design and the designer will need to understand the district's plans for the upcoming year. It is suggested to remain as is, with the team having editing ability in Illustrator, for additional ease of file finalization.

Board Meetings and Reports

Meetings held during the last month since our prior report include:

- An in-person strategy session
- Zoom Board Meeting Attendance
- Regular phone calls and emails throughout the month
- This monthly summary of activities

Additional Photography Projects

- We will still need to capture photos of the Little Library and the Adult Pool and Spa when ready. Kevin has requested some additional winter shots.
- We are capturing photos of the new basketball court and signage for the two new neighborhoods.

Other Projects

Several other initiatives will be addressed in the weeks ahead, hours permitting.

- District Crisis Communications Preparedness and Plan
- Vision and Mission Statement Development

Updating and Communicating Policies and Procedures and Signage Design

We are also drafting the rules for the basketball court and ensuring layout and printer-ready files for those.

Thank you again for a successful partnership!

Jennifer Dulles, APR | DStreet

**FINANCIALS
AND
PRELIMINARY
2022 BUDGET
REPORTS**

Mark Eames

From: Corp Office
Sent: Wednesday, October 20, 2021 4:11 PM
To: Mark Eames
Subject: FW: Stonegate Financials
Attachments: SNVMD FS 09-21.pdf

From: Eric Weaver <Eric@mwcpaa.com>
Sent: Wednesday, October 20, 2021 4:05 PM
To: Corp Office <corpoffice@pcms.net>
Cc: Cheri Curtis <cheri@mwcpaa.com>
Subject: Stonegate Financials

See attached, with all the additional expenses added I do have some concern that we are running fund balances down too low, are there any projects that could be easily pushed back to 2023? Another option may be to just only authorize one project at a time based on how everything is tracking next year. Another is to and/or leave the mill levy high and increase the operations fees.

Thanks,

Eric



Eric Weaver, CPA
Principal
Marchetti & Weaver, LLC
28 Second Street, Suite 213
Edwards, CO 81632
Phone: (970) 926-6060, ext 6
Cell: (970) 471-3556
Fax: (970) 926-6040
Eric@mwcpaa.com

Stonegate North Villages Metropolitan District
Statement of Net Position
September 30, 2021

	General Fund	Conservation Trust Fund	Debt Service	Capital Fund	Fixed Assets & LTD	TOTAL ALL FUNDS
ASSETS						
CASH						
First Bank Checking	223,928					223,928
ColoTrust	459,754					459,754
UMB- Bond Fund			1,157,373			1,157,373
UMB - Surplus Account			1,000,024			1,000,024
UMB- Project Fund				1,352,939		1,352,939
Inter-Fund Balances	(136,093)	14,970	22,356	98,768		-
TOTAL CASH	547,589	14,970	2,179,753	1,451,706	-	4,194,018
OTHER CURRENT ASSETS						
Due From County Treasurer	-		-			-
Property Taxes Receivable	317		1,612			1,929
Prepaid Expenses	450					450
Accounts Receivable- SVM D	66,171					66,171
Accounts Receivable-Lokal Lot 89	12,114					12,114
Accounts Receivable-QuickStop Lot 90	10,250					10,250
Accounts Receivable-Richmond Homes	9,321					9,321
TOTAL OTHER CURRENT ASSETS	98,623	-	1,612	-	-	100,236
FIXED ASSETS						
Landscaping					1,823,618	1,823,618
Construction in Process					221,815	221,815
Roads					1,633,632	1,633,632
Drainage					1,000,000	1,000,000
Parks & Recreation					5,459,908	5,459,908
Accumulated Depreciation					(4,700,027)	(4,700,027)
TOTAL FIXED ASSETS	-	-	-	-	5,438,946	5,438,946
TOTAL ASSETS	646,212	14,970	2,181,366	1,451,706	5,438,946	9,733,200
LIABILITIES & DEFERED INFLOWS						
CURRENT LIABILITIES						
Accounts Payable	149,675					149,675
Payroll Liabilities	456					456
Plan Review Deposits	20,000					20,000
TOTAL CURRENT LIABILITIES	170,131	-	-	-	-	170,131
DEFERRED INFLOWS						
Deferred Property Taxes	317		1,612			1,929
Deferred Revenues						-
TOTAL DEFERRED INFLOWS	317	-	1,612	-	-	1,929
LONG-TERM LIABILITIES						
Bond Payable- Series 2018					30,430,000	30,430,000
Bond Premium, Net					1,636,849	1,636,849
Developer Advance Payable					11,933,801	11,933,801
Accrued Interest- Bonds					108,614	108,614
Accrued Int- Developer Advances					2,761,658	2,761,658
TOTAL LONG-TERM LIABILITIES	-	-	-	-	46,870,922	46,870,922
TOTAL LIAB & DEF INFLOWS	170,448	-	1,612	-	46,870,922	47,042,982
NET POSITION						
Net Investment in Capital Assets					5,438,946	5,438,946
Amount to be Provided for Debt					(46,870,922)	(46,870,922)
Fund Balance- Nonspendable						-
Fund Balance- Restricted	32,100		2,179,753	1,451,706		3,663,560
Fund Balance-Assigned		14,970				14,970
Fund Balance- Unassigned	443,664					443,664
TOTAL NET POSITION	475,764	14,970	2,179,753	1,451,706	(41,431,976)	(37,309,782)
	=	=	=	=	=	=

No assurance is provided on these financial statements;
substantially all disclosures required by GAAP omitted.

Stonegate North Villages Metropolitan District
 Statement of Revenues, Expenditures, & Changes in Fund Balance
 Modified Accrual Basis For the Period Indicated

Print Date: 10/20/21

	2020 Audited Actual	2021 Adopted Budget	Variance Favorable (Unfavor)	2021 Forecast	YTD Thru 09/30/21 Actual	YTD Thru 09/30/21 Budget	Variance Favorable (Unfavor)	2022 Preliminary Budget	Notes/Assumptions
PROPERTY TAXES									
Assessed Valuation	44,927,180	46,494,340		46,494,340				50,806,230	August Prelim Valuation
Assessed Valuation- Debt Only	60	60		60				60	August Prelim Valuation
Mill Levy Breakdown:									
Mill Levy - Operations	8,500	8,500		8,500				15,000	Capped at \$2M annually
Mill Levy - Debt	43,214	43,221		43,221				35,000	\$1M Surplus Reached
Total	51,714	51,721		51,721				50,000	
Property Tax Revenue - Operations	381,881	395,202		395,202				762,093	AV * Mill Levy / 1,000
Property Tax Revenue - Debt	1,941,486	2,009,534		2,009,534				1,778,220	AV * Mill Levy / 1,000
Total	2,323,367	2,404,736		2,404,736				2,540,314	

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 No assurance is provided on these financial statements;
 substantially all disclosures required by GAAP omitted.

Stonegate North Villages Metropolitan District
Statement of Revenues, Expenditures, & Changes in Fund Balance
Modified Accrual Basis For the Period Indicated

Print Date: 10/20/21

	2020 Audited Actual	2021 Adopted Budget	Variance Favorable (Unfavor)	2021 Forecast	YTD Thru 09/30/21 Actual	YTD Thru 09/30/21 Budget	Variance Favorable (Unfavor)	2022 Preliminary Budget	Notes/Assumptions
COMBINED FUNDS									
REVENUE									
Property Taxes	2,313,328	2,404,736	-	2,404,736	2,402,808	2,392,713	10,095	2,540,314	AV * Mill Levy / 1,000
Specific Ownership Taxes	209,631	216,426	-	216,426	157,395	144,284	13,111	215,927	8.5% of Taxes
Facilities Fees	606,244	633,000	-	633,000	478,660	474,750	3,910	633,000	Hold at \$45.00 /Unit/Month
System Development Fees	757,110	-	-	-	-	-	-	-	Assume no new units
Road Maintenance Fees	87,048	77,208	9,840	87,048	65,286	57,906	7,380	77,208	\$10/Mo- Recoup \$430K spent in 18/19
Plan Admin Fees	5,250	68,784	-	68,784	-	51,588	-	68,784	\$250 Per Permit- See Cap Fund
Capital Recovery Fees	68,784	-	-	-	-	-	-	-	Based on 2021 Rates
Development Review Reimbursements	47,259	-	-	-	-	-	-	-	Based on 2021 Forecast
Conservation Trust	16,740	17,000	3,000	20,000	14,970	12,750	2,220	17,000	Based on 2021 Forecast
Interest	24,245	5,300	(1,990)	3,310	2,571	3,975	(1,404)	2,250	Based on 2021 Forecast
Other Revenues	1,422	1,000	2,300	3,300	2,852	750	2,102	1,000	
TOTAL REVENUE	4,137,063	3,423,455	13,150	3,436,605	3,176,131	3,138,716	37,415	3,555,483	
EXPENDITURES									
Administration	331,529	312,087	51,948	260,139	183,714	239,830	56,117	341,905	See General Fund Detail
Operations	735,939	812,500	86,828	725,672	562,784	671,389	108,605	943,000	See General Fund Detail
Debt Service	1,751,647	1,821,512	9,900	1,811,612	684,895	684,677	(218)	1,939,242	See Debt Service Fund
Capital Outlay	742,620	2,218,647	1,092,377	1,126,270	750,743	1,414,623	663,880	1,547,050	See Capital Fund
TOTAL EXPENDITURES	3,561,737	5,164,746	1,241,053	3,923,693	2,182,135	3,010,519	828,384	4,771,197	
REVENUE OVER / (UNDER) EXP	575,326	(1,741,291)	1,254,203	(487,088)	993,996	128,197	865,799	(1,215,714)	
OTHER SOURCES / (USES)									
Bond Proceeds	-	-	-	-	-	-	-	-	Portion of System Dev fees collected
Developer Repayments	(296,214)	-	-	-	-	-	-	-	
Bond Premium	-	-	-	-	-	-	-	-	
Bond Cost of Issuance	-	-	-	-	-	-	-	-	
TOTAL OTHER SOURCES / (USES)	(296,214)	-	-	-	-	-	-	-	
CHANGE IN FUND BALANCE	279,113	(1,741,291)	1,254,203	(487,088)	993,996	128,197	865,799	(1,215,714)	
BEGINNING FUND BALANCE	2,849,085	2,994,036	134,162	3,128,198	3,128,198	2,994,036	134,162	2,641,110	
ENDING FUND BALANCE	3,128,198	1,252,745	1,388,366	2,641,110	4,122,194	3,122,233	999,961	1,425,396	
COMPONENTS OF FUND BALANCE									
Nonspendable	17,752	20,000	(1,360)	18,640	-	-	-	19,622	Prepaid Insurance
TABOR Emergency Reserve	32,500	32,000	100	32,100	32,100	32,000	100	43,900	3% of General Fund Revenues
Restricted- Debt Service	723,894	1,115,735	(11,560)	1,104,175	2,179,753	2,181,987	(2,233)	1,095,302	Debt Service Fund Balance
Restricted- Capital Projects	2,084,865	0	1,235,437	1,235,438	1,451,706	766,714	684,993	26,930	Capital Projects Fund Balance
Unassigned/ Other	269,187	85,009	165,749	250,758	458,634	141,532	317,102	239,642	Remaining Available
TOTAL ENDING FUND BALANCE	3,128,198	1,252,745	1,388,366	2,641,110	4,122,194	3,122,233	999,961	1,425,396	

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No assurance is provided on these financial statements;
substantially all disclosures required by GAAP omitted.

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Stonegate North Villages Metropolitan District
Statement of Revenues, Expenditures, & Changes in Fund Balance
Modified Accrual Basis For the Period Indicated

Print Date: 10/20/21

		2020	2021	Variance	2021	YTD Thru	YTD Thru	Variance	2022	Notes/Assumptions
		Audited	Adopted	Favorable	Forecast	09/30/21	09/30/21	(Unfavorable)	Preliminary	
		Actual	Budget	(Unfavorable)	Forecast	Actual	Budget	(Unfavorable)	Budget	
GENERAL FUND										
REVENUE										
1-4100	Property Taxes	380,231	395,202	-	395,202	394,885	393,226	1,659	762,093	AV * Mill Levy / 1,000
1-4110	Specific Ownership Taxes	34,456	35,568	-	35,568	25,867	23,712	2,155	64,778	8.5% of Taxes
1-4130	Interest Income	4,017	1,000	(200)	800	560	750	(190)	700	Based on 2021 Forecast
1-4140	Facilities Fees	606,244	633,000	-	633,000	478,660	474,750	3,910	633,000	Hold at \$45.00 /Unit/Month
1-4150	Miscellaneous Income	1,422	1,000	2,300	3,300	2,852	750	2,102	1,000	\$250 Per Permit- See Cap Fund
1-4160	Plan Admin Fee	5,250	-	-	-	-	-	-	-	Billed Back Directly to Parties
1-4800	Conservation Trust	-	-	-	-	-	-	-	-	
1-4500	Development Review Reimbursements	47,259	-	-	-	-	-	-	-	
	TOTAL REVENUE	1,078,880	1,065,770	2,100	1,067,870	902,823	893,188	9,636	1,461,571	
EXPENDITURES										
Administration										
1-7000	Accounting	56,786	45,000	-	45,000	29,148	31,875	2,727	47,250	Based on 2021 Forecast
1-7020	Audit	4,500	5,750	250	5,500	5,500	5,750	250	6,000	Based on 2021 Forecast
1-7200	Treasurer's Fees	5,731	5,928	-	5,928	5,926	5,898	(28)	11,431	1.5% of property taxes
1-7250	Director's Fees	10,300	6,000	-	6,000	3,400	4,500	1,100	6,000	Assuming 12 meetings per year
1-7350	Dues	-	-	-	-	-	-	-	-	
1-7360	Insurance	18,016	19,000	1,248	17,752	17,752	19,000	1,248	20,415	Based on 2021 Forecast
1-7440	District Management	82,505	66,000	-	66,000	47,250	49,500	2,250	74,000	Based on 2021 Forecast
1-7460	Legal	80,295	45,000	-	45,000	27,768	33,750	5,982	47,250	Based on 2021 Forecast
1-7461	Legal- Special	-	-	-	-	-	-	-	-	Included above
1-7470	Telephone & Office Expenses	2,376	4,000	500	3,500	2,536	3,000	464	4,500	Per PCMS
1-7480	Miscellaneous	8,252	10,000	-	10,000	5,358	7,500	2,142	10,000	Based on 2021 Forecast
1-7481	Rebranding, Website, Photography	20,982	19,950	9,950	10,000	5,057	14,963	9,906	9,600	Based on 2021 Forecast
1-7482	Communications	38,304	45,000	-	45,000	34,020	33,750	(270)	30,000	Based on 2021 Forecast
1-7580	Payroll Taxes	814	459	-	459	-	344	344	459	FICA & Medicare
1-7581	Election	2,667	-	-	-	-	-	-	35,000	2022 Election
1-7890	Contingency	-	40,000	40,000	-	-	30,000	30,000	40,000	Unforeseen Needs/ Avoid Budget Amend
	Total Administration	331,529	312,087	51,948	260,139	183,714	239,830	56,117	341,905	

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Stonegate North Villages Metropolitan District
 Statement of Revenues, Expenditures, & Changes in Fund Balance
 Modified Accrual Basis For the Period Indicated

Print Date: 10/20/21

	2020 Audited Actual	2021 Adopted Budget	Variance Favorable (Unfavor)	2021 Forecast	YTD Thru 09/30/21 Actual	YTD Thru 09/30/21 Budget	Variance Favorable (Unfavor)	2022 Preliminary Budget	Notes/Assumptions
GENERAL FUND (Continued)									
Operations									
1-7582	39,280	25,000	(15,000)	40,000	29,804	20,833	(8,971)	40,000	Based on 2021 Forecast
1-7584	6,314	10,000	3,000	7,000	2,725	7,500	4,775	7,500	Based on 2021 Forecast
1-7803	21,044	35,000	5,000	30,000	18,598	26,250	7,652	35,000	Based on 2021 Budget
1-7585	268,990	303,000	-	303,000	217,736	227,250	9,514	345,000	Per PCMS
1-7804	38,083	40,000	10,000	30,000	17,462	35,000	17,538	40,000	Based on 2021 Budget
1-7805	44,574	-	(8,500)	8,500	8,236	-	(8,236)	75,000	Per PCMS
1-7806	4,570	10,000	(6,697)	16,697	16,697	10,000	(6,697)	25,000	Based on 2021 Forecast
1-7807	7,420	10,000	-	10,000	4,730	7,500	2,770	10,000	Based on 2021 Forecast
1-7858	5,836	15,000	15,000	-	-	11,250	11,250	-	Included Below
1-7800	5,778	15,000	2,000	13,000	9,988	11,250	1,262	13,500	Based on 2021 Forecast
1-7859	130,226	167,000	67,000	100,000	87,055	140,781	53,726	130,000	Based on 2021 Forecast
1-7889	4,000	8,000	-	8,000	3,500	8,000	4,500	8,000	Based on 2021 Forecast
	-	-	-	-	-	-	-	15,000	Per PCMS
	-	-	-	-	-	-	-	5,000	Per PCMS
1-7808	96,187	97,000	11,025	85,975	85,975	92,150	6,175	115,000	Per PCMS
1-7810	32,568	48,000	-	48,000	47,905	48,000	95	50,000	Based on 2021 Forecast
1-7809	16,658	17,500	-	17,500	9,848	14,875	5,027	18,000	Based on 2021 Forecast
1-7815	9,003	7,000	4,000	3,000	2,358	7,000	4,642	6,000	Based on 2021 Forecast
1-7811	5,408	5,000	-	5,000	166	3,750	3,584	5,000	Based on 2021 Forecast
	735,939	812,500	86,828	725,672	562,784	671,389	108,605	943,000	
	1,067,469	1,124,587	138,776	985,811	746,498	911,219	164,722	1,284,905	
	11,411	(58,817)	140,876	82,059	156,326	(18,032)	174,357	176,666	
	-	-	(100,000)	(100,000)	-	-	-	(175,000)	Amount Available for Transfer
	-	-	(100,000)	(100,000)	-	-	-	(175,000)	
	11,410.84	(58,817)	40,876	(17,941)	156,326	(18,032)	174,357	1,666	
	308,028	195,826	123,612	319,439	319,439	195,826	123,612	301,497	
	319,439	137,009	164,488	301,497	475,764	177,795	297,970	303,164	

No assurance is provided on these financial statements;
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Stonegate North Villages Metropolitan District
Statement of Revenues, Expenditures, & Changes In Fund Balance
Modified Accrual Basis For the Period Indicated

Print Date: 10/20/21

	2020 Audited Actual	2021 Adopted Budget	Variance Favorable (Unfavorable)	2021 Forecast	YTD Thru 09/30/21 Actual	YTD Thru 09/30/21 Budget	Variance Favorable (Unfavorable)	2022 Preliminary Budget	Notes/Assumptions
CONSERVATION TRUST FUND									
REVENUE									
4-4800 CTF Proceeds	16,740	17,000	3,000	20,000	14,970	12,750	2,220	17,000	Based on 2021 Forecast
4-4830 Interest Income	1	50	(40)	10	-	38	(38)	50	
TOTAL REVENUE	16,741	17,050	2,960	20,010	14,970	12,788	2,182	17,050	
EXPENDITURES									
4-7800 CTF Projects	16,741	17,050	(2,960)	20,010	-	17,050	17,050	17,050	Equal to Revenues for Parks
TOTAL EXPENDITURES	16,741	17,050	(2,960)	20,010	-	17,050	17,050	17,050	
REVENUE OVER / (UNDER) EXP	-	-	-	-	14,970	(4,263)	19,232	-	
OTHER SOURCES / (USES)									
Transfer From General Fund	-	-	-	-	-	-	-	-	
TOTAL OTHER SOURCES / (USES)	-	-	-	-	-	-	-	-	
CHANGE IN FUND BALANCE	-	-	-	-	14,970	(4,263)	19,232	-	
BEGINNING FUND BALANCE	-	-	-	-	-	-	-	-	
ENDING FUND BALANCE	-	-	-	-	14,970	(4,263)	19,232	-	

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Stonegate North Villages Metropolitan District
Statement of Revenues, Expenditures, & Changes In Fund Balance
Modified Accrual Basis For the Period Indicated

Print Date: 10/20/21

		DEBT SERVICE FUND							
	2020 Audited Actual	2021 Adopted Budget	Variance Favorable (Unfavor)	2021 Forecast	YTD Thru 09/30/21 Actual	YTD Thru 09/30/21 Budget	Variance Favorable (Unfavor)	2022 Preliminary Budget	Notes/Assumptions
REVENUE									
2-4500	1,933,097	2,009,534	-	2,009,534	2,007,923	1,999,487	8,436	1,778,220	AV * Mill Levy / 1,000 8.5% of Taxes Based on 2021 Forecast
2-4510	175,175	180,858	-	180,858	131,529	120,572	10,957	151,149	
2-4530	6,175	1,000	500	1,500	1,302	750	552	1,000	
	2,114,447	2,191,392	500	2,191,892	2,140,754	2,120,809	19,945	1,930,369	
EXPENDITURES									
2-7815	-	-	-	-	-	-	-	-	Per Amortization Schedule Per Amortization Schedule Based on 2021 Forecast 1.5% of property taxes Bank Fees Unforeseen needs
2-7820	-	-	-	-	-	-	-	-	
2-7831	-	-	-	-	-	-	-	-	
2-7830	400,000	475,000	-	475,000	651,684	651,684	0	615,000	
2-7825	1,319,369	1,303,369	-	1,303,369	3,000	3,000	-	1,284,369	
2-7591	3,000	3,000	-	3,000	30,133	29,992	(140)	26,673	
2-7200	29,139	30,143	(100)	30,143	78	-	(78)	200	
2-7480	140	-	10,000	100	-	-	-	10,000	
2-7890	1,751,647	1,821,512	9,900	1,811,612	684,895	684,677	(218)	1,939,242	
	362,800	369,881	10,400	380,281	1,455,859	1,436,132	19,727	(8,873)	
REVENUE OVER / (UNDER) EXP									
OTHER SOURCES / (USES)									
2-4905	-	-	-	-	-	-	-	-	
2-4906	-	-	-	-	-	-	-	-	
2-7835	-	-	-	-	-	-	-	-	
2-7900	-	-	-	-	-	-	-	-	
	362,800	369,881	10,400	380,281	1,455,859	1,436,132	19,727	(8,873)	
CHANGE IN FUND BALANCE									
	361,095	745,855	(21,960)	723,894	723,894	745,855	(21,960)	1,104,175	
	723,894	1,115,735	(11,560)	1,104,175	2,179,753	2,181,987	(2,233)	1,095,302	Fund Surplus to \$1M Cap
		=	=	=	=	=	=	=	
Debt to Assessed Ratio- Beg of Year		69%		65%				59%	

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Stonegate North Villages Metropolitan District
Statement of Revenues, Expenditures, & Changes in Fund Balance
Modified Accrual Basis For the Period Indicated

Print Date: 10/20/21

	2020 Audited Actual	2021 Adopted Budget	Variance Favorable (Unfavorable)	2021 Forecast	YTD Thru 09/30/21 Actual	YTD Thru 09/30/21 Budget	Variance Favorable (Unfavorable)	2022 Preliminary Budget	Notes/Assumptions
CAPITAL FUND									
# of Building Permits	21	0		0				0	Assume no new units
Breakdown of System Development Fee:									
District Admin Fee	250	250		250				250	Reported in General Fund
Stonegate Village Fee	21,947	21,947		21,947				21,947	Assumes SVM D Fees will not change
Developer Repayment Fee	14,105	14,105		14,105				14,105	Assumes SVM D Fees will not change
Total System Dev Fee Per Unit	36,303	36,303		36,303				36,303	
REVENUE									
3-4700 System Development Fees	757,110	-	757,110	-	-	-	-	-	\$14,105 Dev + \$21,947 SVM D
3-4300 Road Maintenance Fees	87,048	77,208	9,840	87,048	65,286	57,906	7,380	77,208	\$10/Mo- Recoup \$430K spent in 18/19
3-4400 Capital Recovery Fees	68,784	68,784		68,784	51,588	51,588		68,784	Based on 2021 Rates
3-4730 Interest Income	14,052	3,250	(2,250)	1,000	710	2,438	(1,728)	500	Based on 2021 Forecast
TOTAL REVENUE	926,995	149,242	7,590	156,832	117,584	111,932	5,652	146,492	
EXPENDITURES									
3-7000 Accounting	-	-		-	-	-		-	No longer used
3-7100 Bank Fees	220	-	(250)	250	178	-	(178)	-	Based on 2021 Forecast
3-7440 District Management	-	5,000	5,000	-	-	3,750	3,750	-	No longer used
3-7460 Legal Services	10,268	-	(1,000)	1,000	819	-	(819)	-	No longer used
3-7584 Engineering	49,421	85,000	(27,000)	112,000	111,854	85,000	(26,854)	45,000	Per PCMS
3-7585 Landscaping/ Trees	-	-	(5,150)	5,150	5,150	-	(5,150)	-	Per PCMS
3-7586 Street Repairs & Maintenance	-	-	(309,500)	575,000	403,263	265,500	(137,763)	15,000	Per PCMS
3-7590 Pool Renovations- Phases 1 & 2	205,073	265,500	(309,500)	575,000	403,263	265,500	(137,763)	15,000	Per PCMS
3-7591 Community Center	-	1,200,000	1,165,000	35,000	-	480,000	480,000	1,200,000	Per PCMS
3-7592 Pool Renovations- Misc Other	-	85,000	65,000	20,000	15,600	85,000	69,400	-	Per PCMS
3-7587 Re-mulch Landscape Beds	-	30,000	-	30,000	22,082	30,000	7,918	30,000	Chambers/Aventura Sign
3-7588 Signage	-	200,000	(41,860)	41,860	89,243	200,000	110,757	120,000	Chambers/Aventura Sign
3-7812 Capital Improvement Projects (BB Court)	-	-	(61,000)	61,000	60,693	-	(60,693)	120,000	Per PCMS
3-7600 Parks & Recreation / Pool	-	-		-	-	-		-	
3-7610 Fence Maintenance	460,897	-		-	-	-		-	
3-7853 Transfer to Stonegate Village Metro	296,214	-		-	-	-		-	
3-7583 Developer Repayment	-	331,097	306,097	25,000	-	248,323	248,323	-	
3-7890 Contingency	-	-		-	-	-		-	
TOTAL EXPENDITURES	1,022,093	2,201,597	1,095,337	1,106,260	750,743	1,397,573	646,830	1,530,000	
REVENUE OVER / (UNDER) EXP	(95,098)	(2,052,355)	1,102,927	(949,427)	(633,158)	(1,285,641)	652,483	(1,383,508)	
OTHER SOURCES / (USES)									
Transfer From General Fund	-	-	100,000	100,000	-	-	-	175,000	Funds Available From General Fund
Transfer From Debt Service Fund	-	-	-	-	-	-	-	-	
TOTAL OTHER SOURCES / (USES)	-	-	100,000	100,000	-	-	-	175,000	
CHANGE IN FUND BALANCE	(95,098)	(2,052,355)	1,202,927	(849,427)	(633,158)	(1,285,641)	652,483	(1,208,508)	
BEGINNING FUND BALANCE	2,179,962	2,052,355	32,510	2,084,865	2,084,865	2,052,355	32,510	1,235,438	
ENDING FUND BALANCE	2,084,865	0	1,235,437	1,235,438	1,451,706	766,714	684,993	26,930	

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**CAPITAL
PROJECTS
BUDGET
SUMMARY**

SNVMD CAPITAL IMPROVEMENT PROJECT BUDGET SUMMARY -10-22-21

CATEGORY		Notes
Capital Improvement Projected 2021	\$2,424,097.00	Funds Available 2021
Pool Improvement Projected Budget	\$573,000.00	
Contract	\$342,500.00	Front Range Contract. Includes Projected Soft Coils
Change Order #1 -New Features	\$8,600.00	Adult Pool & Spa Filters/Spa Pool Lights. Pump Room Reconfiguration
Change Order #3 -New Features	\$23,500.00	Excavation & Forming of Retaining Wall/Construction & Shotcrete of Retaining Wall/Excavation
Change Order #4 -New Features	\$5,220.00	Adult Pool & Spa Waterline Tile. Adult Pool Tanning Ledge Furniture
Change Order #5 New Features	\$78,660.00	Order of Cabanas-Hammered Bronze, Fence
Change Order #6 New Features	\$12,950.00	Sams Club-Umbrellas, Pool Furniture, Printer Ink. Taxes also paid
Sub Total New Features	\$471,430.00	
Change Order #1 -Existing Features Capital Work	\$227,435.00	Main Pool Filter/Pump/Heater/Plaster
Change Order #2-Existing Features Capital Work	\$43,209.00	Demolition/Excavation & Grading/Construction & Shotcrete/Pool Deck
Change Order #3 -Existing Features Capital Work	\$23,500.00	Excavation & Forming of New Patio Area/ Construction & Concrete of New Patio Area
Change Order #4 -Existing Features Capital Work	\$13,500.00	Main Pool Waterline Tile
Change Order #7-Existing Features Capital Work	\$12,500.00	Removal of Lane Line Tiles
Change Order #8-Existing Features Capital Work	\$1,350.00	Repaint Lemon Drops and Buckets
Sub Total Existing Features	\$321,494.00	
Pool Improvements Total Expenses	\$792,924.00	
Expense To Budget	-\$219,924.00	Depleted
Clubhouse Renovation Projected Budget	\$1,200,000.00	
SSSA Design Contract	\$107,000.00	
Gilliam's Land Survey Contract	\$12,000.00	
Cole Garner Geotechnical	\$3,500.00	
Clubhouse Totals	\$122,500.00	
Expense To Budget	\$1,077,500.00	\$1,077,500.00
Signage Improvement Projected Budget	\$200,000.00	
Contract	\$153,585.00	
Signage Totals	\$153,585.00	
Expense To Budget	\$46,415.00	\$200,000.00
Tyre Improvement Projected Budget	\$85,000.00	
2021 Tree Replacements	\$40,000.00	
Tree Expense Totals	\$40,000.00	
Expense To Budget	\$45,000.00	
Mulch Improvement Projected Budget	\$30,000.00	
Phase One and Two Contracts	\$22,100.00	
Mulch Expense Totals	\$22,100.00	
Expense To Budget	\$7,900.00	\$7,900.00
Cox Landscape Capital Improvement	\$0.00	
Jordan Raod Project	\$62,565.00	
Tree Expense Totals	\$62,565.00	
Expense To Budget	-\$62,565.00	
Other Improvement Projected	\$0.00	
Fence/Staining	\$55,003.00	
Basketball Court, Tennis and Ball Courts Surface	\$75,000.00	
Expense To Budget	-\$190,003.00	
Oversight of Projects Projected Budget	\$5,000.00	
Contract	\$0.00	
Oversight Expense Totals	\$0.00	
Expense To Budget	\$0.00	
Contingency Budget	\$0.00	
Total Budgeted projects	\$331,097.00	-\$81,305.00
Total Expended Funds	\$1,131,109.00	
Remaining Budgeted funds	\$1,292,988.00	\$1,209,005.00

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LEGAL REPORT

MEMORANDUM

TO: Stonegate North Villages Metropolitan District
FROM: Seter & Vander Wall, P.C.
DATE: October 22, 2021
RE: October 26, 2021 Board Meeting Legal Status Report

Status Report

MATTER: Name Change

STATUS: COMPLETED. THIS WILL BE REMOVED FROM THE NEXT REPORT.
We received communications from the Assessor's office asking about the name change. This was accomplished as a D/B/A instead of an actual name change since it has been done several times now. Since the door has been opened, we will proceed with a court order for name change and advise the assessor.

ACTION: None required.

MATTER: Clubhouse Improvements Surcharge

STATUS: SVMD surcharged SN residents to pay debt for construction of shared facilities. That surcharge has ended. I have been unable to determine the amount of the former surcharge.

SN currently charges its residents a Facilities Maintenance Fee of \$45 but does not have a surcharge against SVMD residents for shared facilities. SN would like to impose such a surcharge.

A review of IGAs between the districts did not reveal any agreement to impose such reciprocal surcharges. I talked to M Dalton, attorney for SVMD who confirmed that no such agreement exists. However, he indicated that SVMD would consider such a request.

ACTION: Determine the amount of the surcharge you would like to pursue in the budgeting process and I will then follow up to have a resolution adopted by SVMD.

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MATTER: Lot 90/Tract A Easement and Developer's Entitlements

STATUS: No changes. I believe the only outstanding concern after the last meeting was receipt of the deposit for future draws. Mark Eames was going to discuss with the developer returning to the original easement that was proposed.

ACTION: None required at this time.

MATTER: Lot 89 at Stonegate Lokal Homes, LLC: SP2019-161 Stonegate Filing No. 22, Amended Site Plan and Development Agreement

STATUS: I BELIEVE THIS MATTER HAS BEEN COMPLETED AND WILL BE REMOVED FROM THE NOVEMBER REPORT. This matter has been resolved and the plat has been signed. Additional trees and other amenities will be planted and Mr. Eames will monitor.

ACTION: None required.

MATTER: Richmond Homes Lot 22 Landscaping Agreement and Sound Wall

STATUS: I HAVE ALLOWED THIS MATTER TO SLIP BUT WILL ATTEMPT TO MOVE IT FORWARD BEFORE THE BOARD MEETING. We are bringing this to conclusion for the benefit of the home owners in that area. We will attempt:

- a. Obtaining Richmond's assignment of punch list and warranty responsibility to Brightview as originally planned.
- b. Review of the utility easement in the back of the lots so that we know whether it is useful for the district in the event of a need to repair or replace the wall. This may be difficult as it is only a plat entry.
- c. Evaluation of whether the district needs a conveyance to repair and address wall concerns from the property owners.

ACTION: None required at this time.

MATTER: Review of Attorney Fees and Management Fee Entries

STATUS: NO CHANGE. The attorneys accepted the proposed payment which has been made.

Former accountants are only willing to accept payment of the amount approved by the board prior to termination. That amount is \$20,596.66. No progress has been made. I will attempt another round of discussions.

ACTION: None required.

MATTER: Pool Construction Contract Matters

STATUS: No change.

ACTION: None required at this meeting.

MATTER: System Development Fee Collection and Payment to NNP

STATUS: I am not aware of any change in the status of this matter.

First, I concur with Cheri's belief that we owe or will owe SDF collections to NNP but only upon collecting from Stratus.

Second, we are not aware of any SDFs being collected at the time of the Lot 90 sale closing.

Third, the following discussion addresses whether we should invoice for the fees and turn them over to NNP. There are a couple of documents missing from our files. Whether or not they ever existed affects the answer to this question. In sum, we should collect the fees when due and as required by LPMD's fee resolution and remit them pursuant to the Amended and Restated Agreement with NNP unless someone has a copy of a Partial Assignment and Assumption Agreement between NNP and Stratus that was approved and signed by LPMD. We cannot find one in our files.

1. The District and NNP entered into the Reimbursement Agreement effective March 12, 2008. It terminated the 2004 Bonds and made other arrangements for payment to NNP of sums owed (Original Agreement).
2. The Original Agreement was Amended and Restated in 2018 (the "Amended Agreement"). The Amended Agreement provided:
 - a. The District would assess Capital Fees or SDFs pursuant to a January 1, 2000 resolution.

- i. For purposes of the Amended Agreement, the relevant SDF does not include the "Admin Fee" and "Supplemental Water Resource Fee" SDF and SFD appear to be the same fee.
 - ii. Under Section 2 (c) the district agrees to enforce the collection of the SDF as approved in 2000 or as amended, but not less than the original 2000 amount.
 - b. "The District shall remit all [SFD] (as defined above) collected, to NNP on a quarterly basis, commencing June 30, 2018.
3. NNP contracted to sell the property to Stratus in December 2018. Section 4.5.2 of the Lot Purchase Agreement identifies the SFD as \$12,500 per gross acre as approved January 24, 2018. It further states:

If Buyer Closes ... then Buyer agrees to pay the SFD Fee ... to LPMD not later than: (i) Buyer's conveyance of any portion of the Buyer Lots to a third party; (ii) the Issuance of water or sewer tap ...; or (iii) the third anniversary of closing.

... the assignment of the LPMD Agreement to Buyer will also include the obligation of Buyer to pay the SFD Fee as provided in the preceding sentence.

4. Our files contain a redline DRAFT of the assignment referenced above. The draft states that Stratus should give LPMD 60 days' notice of (i), (ii) or (iii) after which LPMD will invoice for the SFD. We do not have a final or signed copy of this Assignment in our files.
5. Stratus closed on Lot 90 on September 11, 2020 and Lot 89 is expected to close by December 12, 2021.

6. CONCLUSION

- a. LPMD agreed in the Amended and Restated Agreement to collect the SFD as defined in paragraph 2 above and remit the relevant portion to NNP. In the absence of any other agreement, that is what we should do. We were unable to find the Resolution or other document that defines the timing of collection or amount of this fee.
- b. LPMD is not a party to the Lot Purchase Agreement between NNP and Stratus. Accordingly, we are not bound by and do not have any rights to enforce Section 4.5.2 of the Lot Purchase Agreement described in paragraph 3 above.
- c. The DRAFT Partial Assignment and Assumption Agreement was written to require approval of LPMD. We do not have a final approved or signed copy. If it was, in fact, approved and signed by the LPMD, we should follow up and

invoice for the fees even though we have not been provided notice from Stratus.

ACTION: No action required.

MATTER: Community Center Fee and Future Cap. Improvements Assessment

STATUS: Review SVMD Supplemental Operations Fee currently at \$19.47/month. I have reviewed the fee and will make a CORA request for the fee resolution to determine its purpose and increases. No additional information at this time.

ACTION: None required.

POOL OPERATIONS PROPOSAL

Corp Office

From: Jaylene Cantrell <jay@frontrangerecreation.com>
Sent: Tuesday, September 28, 2021 8:13 PM
To: Corp Office
Cc: Front Range Recreation
Subject: Pool Management Contracts
Attachments: AW Contract 22-24.pdf; HC Contract 22-23.pdf; LP Contract 22-24.pdf; ST Contract 22-24.pdf

Hi Mark -

We have been waiting on some costs to come in for us to look at, such as insurance, as well as trying to determine what our labor costs will be next year. In short, the service industry has been struggling to fill job openings and has been experiencing sizable increases in starting pay for employees. Additionally, there has been a growing nationwide shortage of lifeguards. CBS4 reported in June that many community pools across Colorado reduced hours and announced closures at the start of the 2021 season because of a national shortage in trained lifeguards. It seems every restaurant, retail outlet, recreation center, and big-box store has signs hanging in windows, covering front doors, on sandwich boards, etc. trying to get employees to apply, evidence of a new desperation among America's service-industry employers: "Now Hiring, \$15 -- \$16 -- \$17 an hour." In July 2020, Target raised its starting wage for U.S. team members to \$15 per hour. Best Buy's minimum wage rose to \$15 per hour in August 2020. In February of this year, Costco announced that it would be raising its minimum wage to \$16 for its U.S. workers. Fast food restaurants have seen large increases in labor costs. In August, McDonald's announced that it is raising the hourly wages for its U.S. company-owned restaurants by an average of 10% with entry level employees making up to \$17 per hour. And these are jobs that require nothing of the employee prior to employment. In order to take a job as a lifeguard, applicants must be fairly strong swimmers and be certified by the American Red Cross or another nationally recognized program to be able to take the job. The American Red Cross training certification is a 40-hour course that requires recertification every 2 years. While Colorado has not announced what minimum wage will be for 2022, Denver has announced it will be raising the minimum wage for the city to \$15.87 an hour on Jan. 1, 2022. Many city-owned facilities pay lifeguards in the \$14-\$17 range with some private clubs paying as high as \$18 to its starting employees. So, the rates being offered to the applicants drives what employers have to pay to hire and retain employees regardless of the minimum wage rate set by the state. To be able to be competitive in our industry and be able to hire for future seasons, we are going to see a 15-20% increase in our hourly labor costs as well as an increase in insurance premiums. As the cost of doing business increases, contracts for services primarily comprising labor for lifeguard, management, and maintenance, will be increasing too.

The contracts are for 3 years with the option for the contracts to be terminated between the seasons just like the previous agreements (2-year for Hillcrest and Stonegate North Villages includes maintenance on adult pool and spa). Please let us know if you have any questions as you review the contracts.

Thanks,
Jay

Jaylene Cantrell, Owner
Front Range Recreation
*Full-Service Pool Management,
Maintenance, Repairs & Construction*
The Springboard to Success!

18920 Plaza Drive
Parker, CO 80134

POOL MANAGEMENT AGREEMENT

THIS POOL MANAGEMENT AGREEMENT (the "Agreement") is made by and between Front Range Recreation ("FRR"), a Colorado corporation, and the Stonegate North Villages (Lincoln Park) Metropolitan District (the "District"), a nonprofit corporation of the State of Colorado, hereinafter referred to collectively as the "Parties":

RECITALS

WHEREAS, the District is a nonprofit corporation comprised of individual owners who own Units at the Common Interest Community administered and managed by the District, as defined in C.R.S. Section 38-33.3-101 et seq., and is empowered to provide, operate, manage and fund recreation programs; and

WHEREAS, FRR is engaged in the business of managing swimming pool operations, including season start-up and close-down of facilities and equipment, provision of lifeguard services, minor maintenance services, and coordination of instructional swim programs; and

WHEREAS, the District has constructed certain recreational facilities, including swimming pools and children's wading pools located at 9450 Stonegate Parkway in Parker, Colorado, 80134; and wishes to operate these recreational facilities economically and to provide a high level of safety, security and quality of service for users of its recreational facilities; and

WHEREAS, the District's swimming facilities governed by this Agreement shall include the swimming pool(s) located on the premises, any wader pool, spray park, hot tub or spa, and the surrounding deck areas collectively referred to as the "Pool"; and

WHEREAS, the Parties deem it in their best interests to enter into this Agreement to set forth the terms and conditions regarding the management and operation of the District's swimming pool facilities;

NOW THEREFORE, in consideration of the mutual undertakings herein contained and other good and valuable consideration the parties covenant and agree as follows:

ARTICLE I RESPONSIBILITIES OF PARTIES

1.01 FRR agrees to oversee and manage the day-to-day operations of the Pool, and to advise the District on matters relating thereto. Such oversight and management to include, but not necessarily be limited to, the following:

1.01.1 Prepare Pool and related facilities for the season, including, but not

limited to, removing Pool cover, cleaning the Pool, cleaning surrounding facilities as agreed to by the Parties, draining and filling Pool, verification of proper operation of all equipment and placing same in proper operating condition; complete visual check of all plumbing; test and inspect filtration system; drain and fill pool; circulate water through filtration system; backwash and vacuum pool; mount diving board, guard chairs and ladders; and clean equipment and furniture in accordance with local health and safety standards.

1.01.2 Advise the District of any circumstances or conditions which require attention and direction by the District, and otherwise advise the District of all matters relating to the Pool to maximize convenience, safety, and service levels for users of the facilities, while minimizing associated costs of operation.

1.01.3 Provide supervision as agreed to by the District and FRR, during all hours of operation and District approved events.

1.01.4 Assist the District with determining specifications for necessary equipment and supplies and assist with ordering equipment and supplies prior to the opening of the Pool, during its operation, and for closing.

1.01.5 Maintain chemical balance of Pool water, operate pumps and facilities and advise the District of necessary maintenance or repairs. FRR will make available all chemicals necessary for the Pool, and other supplies including those necessary for the cleanliness and use of the restroom facilities, first aid and office supplies at market rates to the District on a reimbursement basis to FRR. The Pool, through the District, is to provide chemical storage facilities in accordance with local health authority guidelines. Prices of chemicals and other supplies may change without notice.

1.01.6 Provide necessary maintenance and cleaning of pool, deck, locker rooms and showers, office, pool furniture and equipment, storage facility and other areas of the Pool such that the Pool and related facilities are maintained in a clean, uncluttered condition at all times, except that the District shall be responsible for irrigating and mowing all grass areas. FRR shall not be liable or responsible for incidents occurring outside of the designated Pool area, including outside landscaping grounds, club house areas not maintained by FRR, parks, and/or parking lots. FRR will be responsible for maintaining the condition of the pool in conformity with the standards, rules and regulations set by the local health authority. FRR shall maintain accurate chemical test and usage records and maintain appropriate first aid kit(s) in compliance with local health and safety standards. FRR Shall not be held liable for the condition of the Pool and equipment prior to signing of this Agreement. FRR will not be responsible for adverse property conditions at the Pool or surrounding area caused by actions of the District, acts of God, or others, including incidents involving cement heave, landscaping, or irrigation or deck drains, not under the control or supervision of FRR.

1.01.7 FRR may make available to the Pool residents private or group swimming lessons as agreed to by the Parties. Group swimming lessons and programs shall be conducted

at times approved in advance by the District. Fees for such lessons and programs may be charged by FRR to the Pool residents participating in instructional programs and assessed in accordance with FRR swimming lesson program.

1.01.8 Enforce rules and regulations as established by the District. The District is responsible for developing all pool rules and regulations and providing them to FRR for implementation.

1.01.9 Provide staffing for after hours pool parties at the rate of \$35.00 per hour per lifeguard, such fees to be paid directly by the pool party sponsor, not the District. Lifeguards for private parties must be employees of FRR. All after hour's parties must have one (1) lifeguard for each 25 people in attendance, and a minimum of two (2) lifeguards on staff for all after hour's parties is required. Lifeguards for parties shall be arranged through FRR at least fourteen days in advance.

1.01.10 At the closing of the Pool for the season at the agreed upon date between the Parties, FRR shall terminate Pool operations, clean all associated facilities, and close the Pools for the season, including normal winterizing procedures such as complete visual check of all plumbing; winterize pump and motor; blow out pool lines; set all valves at appropriate settings; drain chemical feeders; drain filtration equipment; remove, clean and store skimmer baskets, vacuum equipment, diving board, guard chairs, and other removable equipment; and inspect pool and equipment and list repairs required for next season. The District acknowledges that there are inherent risks in operating and maintaining the Pool. The District agrees, to the extent allowed by law, to indemnify and hold harmless FRR against claims of damages which may occur from the Pool operations, management, or maintenance, except for gross negligence on the part of FRR.

1.02 The District agrees to purchase through FRR for all materials, supplies and equipment necessary for the operation and use of the Pool and surrounding facilities at market rates to the District on a reimbursement basis to FRR. The District further agrees to provide oversight and direction for the operation of the Pool through an District Manager, including coordination of acquisition of supplies and equipment as requested or recommended by FRR; determination of hours of operation and operating procedures and regulations, with FRR's assistance; and coordination of communications with the Pool residents and other authorized users.

1.02.1 In the event a condition arises which halts or interferes with proper operation of the pool, FRR agrees to notify the District manager immediately. FRR shall be available to explain the condition, its probable cause, and the options available for correction or repairs, and the costs involved. Upon authorization from the District, repairs will be made as soon as possible. Labor and/or materials used to make repairs shall be charged to the District and are not considered to be included in the contract price as set forth herein. The rate for labor shall not exceed \$95.00 per hour. Each service call for repair is charged a \$35.00 trip charge. No repairs in excess of \$500.00, other than emergency repairs, will be done without

the prior authorization from the District.

1.02.2 The District shall be responsible for preparation and maintenance of the bathroom facilities plumbing, and the winterizing of the bathroom plumbing at the close of the pool season.

1.02.3 The District shall furnish and pay for water, electricity, gas, and telephone service. The District shall have services available no later than April 1, 2022. The District shall provide two (2) full set of keys for access to pool area and equipment at the signing of this Agreement.

ARTICLE II
STAFFING

2.01 FRR shall provide general management direction and operating policy coordination and direction. Those responsibilities shall include but not necessarily be limited to:

2.01.1 Assistance with determination of equipment and supplies necessary for operations, and with identification of qualified vendors.

2.01.2 Recruiting and hiring operating personnel, subject to the approval of the District.

2.01.3 Supervision of lifeguards and other operating personnel to include periodic inspection of the Pool, and coordination meetings with pool manager and other operating personnel and the District.

2.01.4 Recommending to the District adjustments in operations in order to provide appropriate services to the Pool users in the most cost-effective manner.

2.02 The Pool staff shall include a pool manager and lifeguards, and such staff shall be assigned as hours of operation and activities require. All lifeguards on staff shall be trained in Lifeguarding which includes CPR, AED and first aid training prior to the pool opening.

2.03 On-site staff will consist of:

<u>2022 Dates</u>	<u>Days</u>	<u>Lifeguards</u>	<u>Times</u>
5/28-8/7	Monday - Friday	3	10:00 A.M. - 12:00 P.M.
		4	12:00 P.M.-6:00 P.M.
		3	6:00 P.M. - 8:00 P.M.
	Saturday, Sunday	3	9:00 A.M. - 11:00 A.M.
		4	11:00 A.M.-6:00 P.M.
		3	6:00 P.M. - 8:00 P.M.
8/8-9/2	Monday - Friday	3	4:00 P.M. - 8:00 P.M.
	Saturday, Sunday	3	9:00 A.M. - 12:00 P.M.
		4	12:00 P.M.-6:00 P.M.

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9/3-9/5	Saturday, Sunday, Monday	3	6:00 P.M. - 8:00 P.M.
		3	9:00 A.M. - 11:00 A.M.
		4	11:00 A.M.-6:00 P.M.
		3	6:00 P.M. - 8:00 P.M.

2023 Dates	Days	Lifeguards	Times
5/27-8/6	Monday - Friday	3	10:00 A.M. - 12:00 P.M.
		4	12:00 P.M.-6:00 P.M.
		3	6:00 P.M. - 8:00 P.M.
	Saturday, Sunday	3	9:00 A.M. - 11:00 A.M.
		4	11:00 A.M.-6:00 P.M.
		3	6:00 P.M. - 8:00 P.M.
8/7-9/1	Monday - Friday	3	4:00 P.M. - 8:00 P.M.
		3	9:00 A.M. - 12:00 P.M.
		4	12:00 P.M.-6:00 P.M.
	Saturday, Sunday	3	6:00 P.M. - 8:00 P.M.
		3	9:00 A.M. - 11:00 A.M.
		4	11:00 A.M.-6:00 P.M.

*8/7 date modified to coincide with Douglas County Public Schools calendar

2024 Dates	Days	Lifeguards	Times
5/25-8/4	Monday - Friday	3	10:00 A.M. - 12:00 P.M.
		4	12:00 P.M.-6:00 P.M.
		3	6:00 P.M. - 8:00 P.M.
	Saturday, Sunday	3	9:00 A.M. - 11:00 A.M.
		4	11:00 A.M.-6:00 P.M.
		3	6:00 P.M. - 8:00 P.M.
8/5-8/30	Monday - Friday	3	4:00 P.M. - 8:00 P.M.
		3	9:00 A.M. - 12:00 P.M.
		4	12:00 P.M.-6:00 P.M.
	Saturday, Sunday	3	6:00 P.M. - 8:00 P.M.
		3	9:00 A.M. - 11:00 A.M.
		4	11:00 A.M.-6:00 P.M.

*8/5 date modified to coincide with Douglas County Public Schools calendar

2.04 Service of the adult pool and spa will consist of:
Seven (7) days per week 5/1/22-10/31/22, 5/1/23-10/31/23, and 8/1/24-10/31/24 FRR will check and adjust accordingly the chlorine and pH levels of the pool; check and adjust the water temperature; backwash filter; skim pool, clean skimmers, vacuum and/or brush pool; clean tiles, and maintain record of all services provided.

2.05 It is FRR's policy to maintain a minimum of one (1) lifeguard stationed at the Pool for every twenty-five (25) people in the guarded water, not to exceed one (1) lifeguard to

thirty-five (35) people. In the event the pool capacity reaches or exceeds the 1:35 lifeguard to swimmers in the water, FRR shall have the discretion to clear the pool water to ensure the health and safety of the facility. FRR may clear the Pool for a minimum of thirty (30) minutes, or until such time that it is safe to reopen the Pool. Additional staff brought in to open the pool back up is approved and FRR will bill the District per section 3.02.

2.05 During the period of 8/8/22 - 9/3/22, 8/7/23 – 9/2/23, and 8/5/24 – 8/30/24 in section 2.03, no lifeguard will be on duty before 4:00PM on weekdays (Monday – Friday). FRR will post signage for patron notification during these times that read NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK which will be placed at the sign in station for your pool and near the lifeguard stand which will be visible from the pool. FRR will ensure that the facility is open to patrons at the regular pool open hours and access to the facility will be monitored by your pool’s access system. If there is not an operational access system in place, the pool will remain closed until the hours indicated in section 2.03.

2.07 The District shall have the right to request replacement of any employee whose conduct, character, or performance is unsatisfactory to the District. FRR will make every effort to make such replacement within ten (10) days of written notification by the District if cause is found to exist for such employee’s termination.

ARTICLE III
COMPENSATION

3.01 The District shall compensate FRR for Pool management services in payments according to the following schedule. The schedule includes all costs to the District, except the costs of materials, supplies and equipment purchased by FRR pursuant to Section 1.02 of this Agreement. FRR shall bill the District no later than the first day of the month for that month’s regular payments and reimbursable costs incurred to date. Payments will be made no later than the fifteenth of each month. The last payment shall not be made until final pool shutdown is completed.

Payment Number	2022 Date	Percentage	Amount
1	April 2022	5%	\$5,225.00
2	May 2022	20%	\$20,900.00
3	June 2022	20%	\$20,900.00
4	July 2022	20%	\$20,900.00
5	August 2022	20%	\$20,900.00
6	September 2022	10%	\$10,450.00
7	October 2022	5%	<u>\$5,225.00</u>
Total			\$104,500.00

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Payment Number	2023 Date	Percentage	Amount
1	April 2023	5%	\$5,475.00
2	May 2023	20%	\$21,900.00
3	June 2023	20%	\$21,900.00
4	July 2023	20%	\$21,900.00
5	August 2023	20%	\$21,900.00
6	September 2023	10%	\$10,950.00
7	October 2023	5%	\$5,475.00
Total			\$109,500.00

Payment Number	2024 Date	Percentage	Amount
1	April 2024	5%	\$5,725.00
2	May 2024	20%	\$22,900.00
3	June 2024	20%	\$22,900.00
4	July 2024	20%	\$22,900.00
5	August 2024	20%	\$22,900.00
6	September 2024	10%	\$11,450.00
7	October 2024	5%	\$5,725.00
Total			\$114,500.00

3.02 The adopted payment schedule includes compensation for lifeguards daily. Any additional lifeguard services shall be subject to approval by the District, the requirements set forth in Section IV of this Agreement, and adjustments to the above schedule shall be made at the rate of \$25.00 per lifeguard hour.

3.03 The above schedule of compensation also includes opening Pool and facilities, cleaning Pool, daily maintenance, all salaries, employee taxes, and workman's compensation insurance, general liability insurance, and closing of Pool and facilities.

ARTICLE IV
DAYS AND HOURS OF OPERATION OF SWIMMING POOL

4.01 FRR will have the Pool water circulating for use at least seven (7) days prior to opening.

4.02 FRR agrees to operate the Pools in accordance with the schedule set forth in Section III of this Agreement. Regularly scheduled hours of operation may be adjusted periodically by the District, with FRR's assistance to meet the requirements of the Pool users. Should it become necessary where this Agreement provides insufficient lifeguard coverage ratios to meet the demands for the pool usage, FRR reserves the right to bring additional

lifeguards on duty to meet the guarding requirements set forth in Section 2.05 of this Agreement. The District shall be billed and shall pay for the additional staffing hours, and in no instance shall additional staffing exceed twenty (20) hours per week at the established rate, without prior notice to the District.

4.03 The Pool season may be extended for up to 2 weeks past Labor Day. Contact FRR at least six (6) weeks prior for availability and pricing.

4.04 FRR reserves the right to close the pool during inclement weather at the discretion of the lifeguards on duty. Conditions warranting closure include lightning, thunder (even if no lightning has been seen), extreme wind, rain, threatening clouds, tornado warnings and/or the temperature drops below 65 degrees (health department recommendation). The pool will reopen when the lifeguards on duty deems it safe to return to the water.

4.05 In the event the pool is closed during the season without the fault, negligence or control of FRR, this agreement shall remain in force and effect provided, however, that if the pool is closed because of equipment breakdown and/or necessity of repairs, and/or by order of public authority, and such closing shall continue for a period of seven (7) days or longer, the District shall pay FRR fifty percent (50%) of the remaining contract provided for herein until the pool is restored to operation and use. Should the pool not reopen during the duration of this agreement, the District agrees to pay FRR thirty percent (30%) of the balance remaining of this agreement.

ARTICLE V
ILLEGAL ALIEN WORKERS

5.01 FRR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or contract with a sub-contractor who knowingly employs or contracts with an illegal alien to perform work under this Agreement. Execution of this Agreement by FRR shall constitute a certification by FRR that it does not knowingly employ or contract with an illegal alien

5.02 FRR shall require each subcontractor to certify that subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement. If FRR obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien FRR shall terminate said employee and report to the Department of Labor and Employment ("Department") and comply with reasonable requests made in the course of an investigation by the Department.

ARTICLE VI
INSURANCE

6.01 Insurance. The Parties shall maintain insurance as follows:

6.01.1 FRR. FRR shall maintain commercial liability insurance, including insurance covering the professional liability of its manager and lifeguards, with companies rated "A" or better by Best Insurance Guide, to protect against any liability arising out of the performance of its obligations under this Agreement. Such insurance shall be in amounts at least equal to the limits of liability of \$1,000,000 each occurrence, \$2,000,000 aggregate, and the District shall be named as an additional named insured on all such policies. FRR shall also maintain such workmen's compensation insurance as is required by Colorado law, covering its employees and agents. Five days prior to the opening date of the Pool, FRR shall deliver to the District certificates of insurance evidencing compliance with this Section 6.01.1.

6.01.2 The District. The District shall maintain commercial liability insurance with companies rated "A" or better by Best Insurance Guide to protect against liability for existence hazards of the facilities and premises. FRR shall be named as an additional insured on all such policies. Five days prior to the opening date of the Pool, the District, shall deliver to FRR certificate (s) of insurance evidencing compliance with this Section 6.01.2.

6.02 Relationship. The parties agree that FRR is an independent contractor, with full authority and control within the constraints of this Agreement to manage and operate the Pool, and that neither FRR nor any employee or agent of FRR is an employee of the District.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.01 Term of Agreement. This Agreement shall remain in force from the last date this Agreement is signed until October 30, 2024.

7.02 Multiple Year Contract. The parties anticipate this Agreement to last 2 seasons, however either party may terminate this Agreement on 30 days written notice prior to the second and third seasons by March 1st of each calendar year.

7.03 Contract Price Adjustments. If the Colorado minimum wage increases more than five percent (5%) from the current rate upon the signing of this agreement at any time before the terms of the agreement expires, the contract amount will be increased one percent for each percent of the minimum wage increase over five percent. FRR reserves the right ninety (90) days prior to start of seasons to increase its applicable fees by up to 15% to reflect the changes in rates paid to its employees and other cost increases not known upon the signing of this agreement.

7.04 Amendments. This Agreement may be amended from time to time by mutual, written agreement of the Parties.

7.05 Severability. Invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Agreement.

7.06 Waiver. No waiver by either of the Parties of any covenant, term, condition, or agreement contained herein shall be deemed or construed as a waiver of any other covenant, term, condition, or agreement, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

7.07 Binding Effect. The covenants, obligations, terms, conditions and provisions contained herein, and all amendments hereto shall inure to the benefit of and be binding upon the heirs, personal representatives and successors of the Parties.

7.08 Assignment. Neither this Agreement, nor any of the rights, obligations, duties or authority hereunder may be assigned in whole or in part by either of the Parties. Any such attempt of assignment shall be deemed void and of no force and effect.

7.09 Enforcement of Agreement and Arbitration. The Parties agree and acknowledge that any dispute arising out of, or relating to this Agreement, or the interpretation or breach hereof, shall be settled by binding arbitration in accordance with the laws of the State of Colorado.

7.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Colorado.

THIS AGREEMENT HEREBY CONSENTED TO AND SIGNED:

FRONT RANGE RECREATION, INC.

By: 
President

Dated this: 9/30/21

STONEGATE NORTH VILLAGES METROPOLITAN DISTRICT

By: _____
President

Dated this: _____

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LANDSCAPE REPORT

2020 - 2021 BrightView Landscape Management Gantt Chart

STONEGATE, NORTH VILLAGE METRO DISTRICT

Operation	Occ.	April '21	May '21	June '21	July '21	Aug '21	Sept '21	Oct '21	Nov '21	Dec '21	Jan '21	Feb '21	Mar '21
Mow, Trim and Clean-up	26	XX	XXXXX	XXXX	XXXXX	XXXXX	XXXX	XO					
Aerate	2		X					O					
Weed Control Beds	26	XX	XXXXX	XXXX	XXXXX	XXXXX	XXXX	XO					
Pre-Emerge Beds	1	X											
Edge Curbs and Walks	13	X	XXXXO	XXXX	XXXXX	XXXXX	XXXX	XO					
Turf Fertilization Program w/Pre Emergent	1	X											
Broadleaf Turf Spray	2	X			X								
Mow Native Grasses	3			X		X		X					
Mow Beauty Bands	13	X	XX	XX	XXX	XX	XX	X					
Broadleaf Native Spray	2			X		X						X	X
Prune Shrubs	1					X						X	X
Prune Ornamental Grasses	1												
Tree IPM	8		XXX	XX		XX	X						
Spot Prune Trees	1						X						
Tree Well Maintenance	1			X									
Tree Wrap On/Off	2	X							O				
Winter Water Trees - 2x's Monthly (if necessary)	10											XX	OO
Ovacide Treatment	1											X	
Spring Clean Up	1	X											
Fall Clean Up (Continuous)	1								O	O			
Activate Irrigation System	1	X											
Winterize Irrigation System	1							O					
Check Irrigation System	30	XXX	XXXXX	XXXX	XXXXX	XXXX	XXXX	XXXX					
Service Pet Stations/Trash Cans (2x's weekly)	104	XXXX	XXXXXX	XXXX	XXXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXXX
Playground Clean Up	12	X	X	X	X	X	X	X	O	O	X	X	X
Out of Scope Work Project	TBD												
Site Inspection QSA Report	12	X	X	X	X	X	X	X	O	O	X	X	X

O - Operation to be Completed or Not Completed
 X - Operation Completed

5/5

MONTHLY MAINTENANCE
Oct 2021 REPORT

FOR: Stonegate North Village Metropolitan District

SUBMITTED BY: Jeff Kyzer

DATE: 10/20/21

REVIEW OF GANTTED OPERATIONS

<u>Turf:</u>	The turf is in good shape as we move into dormancy. The areas of 'Sod Web worms' (Cranberry Girdler) are no longer increasing their damage to the turf. The colder temps have helped reduce their damage. The turf will need to be sprayed in the spring when they surface and begin to attack the turf. Three areas of Filing 22 have been repaired and new turf added.
<u>Shrub Beds:</u>	Weeds are being maintained and plants are in good shape. Fall pruning is underway and nearing completion.
<u>Flower Beds:</u>	The flowers in the annual beds and pots will be removed. Their season is over.
<u>Trees:</u>	The trees are in good condition as they move towards dormancy. I am working with Mark to get the final placement of a few trees for Fall planting.
<u>Entrances:</u>	Entrances are being cleaned and pruned for fall.
<u>Irrigation:</u>	The irrigation system is off and is being blown out. The park run times have been adjusted to avoid water spraying on the walks during high traffic times in the spring and summer of 2022. We are developing a chart to monitor monthly water use for 2022 to insure that we stay with in the water budget.
<u>Site Policing:</u>	The crews are routinely taking care of this.
<u>Overall Site:</u>	The site is in good condition. Final mowing and edging are being completed. The turf areas look very good for October.

REVIEW OF OUT OF SCOPE OPERATIONS:

Proposed:

Tree Replacements - \$22,008.70

Approved and Scheduled:

Completed Work Orders:

Total Enhancements:

- 2021 Tree Install - \$32,748.16
- Market Place 12 trees - \$3884.49
- Two Trees 9502 Market Drive - \$1191.53
- Damaged Tree Removal - \$369.80
- Alwrick - Median Island - \$2660.28
- Market Place 12 trees - \$3884.49
- Two Trees 9502 Market Drive - \$1191.53
- Maple Tree Feeding - \$1250.00
- Storm Damaged trees in park - \$2222.00
- Trees hit by car - 1,780.44
- Summer 2021 Dead Tree Removal - 6473.83
-

Proposed, but not approved:

Pool Club House Renovations - \$18873.03
Jordan Rd Turf Conversation - \$165,024.86
Jordan Rd Turf Conversation - \$115,429.21
Mountain Granite filing 22 - \$22,635.70

Landscape Enhancement Credit:

Available to date	\$
Credited to date	\$ 5000.00
Balance	\$ 0

Next Meeting Scheduled:

4/7

SEPTEMBER
SVMD
IRRIGATION
WATER USAGE
WORKSHEET

SNVMD Effluent Use - 2021 Irrigation Season Notes
 Community Park Alzere Branham
 Branham meter Bench Tested, Calibrated, Factory Reset, and Reinstalled prior to 2021 Irrigation Season

Read Date	Meter and Reading	49,325,201	20,953,671	0
17-May				
1-Jun	Use	49,405,512	21,046,802	10,303
14-Jun	Use	50,612,769	21,570,079	1,154,802
30-Jun	Use	52,167,076	22,201,136	2,467,380
15-Jul	Use	54,251,299	22,974,429	4,262,156
31-Jul	Use	56,615,375	23,781,807	5,812,250
15-Aug	Use	58,967,374	24,218,337	7,646,509
31-Aug	Use	60,801,456	24,639,953	9,113,215
15-Sep	Use	62,439,826	25,010,912	9,719,166
17-Sep	Use	63,940,286	25,416,826	10,009,309
30-Sep	Use	63,940,286	25,416,826	10,014,681
31-Oct	Use	63,940,286	25,416,826	10,014,681

Cummulative Annual Use	14,615,085	4,463,155	10,014,681
Annual Allocation (Total)	16,104,456	5,952,085	9,482,203
Percent of Annual Allocation Used	90.8%	75.0%	105.6%

BRANHAM METER OVER ALLOCATION as of 9/15
 BRANHAM METER SHUT OFF 9/17

DISTRICT MANAGEMENT UPDATES

ACTION ITEM UPDATES

STONEGATE NORTH VILLAGES METROPOLITAN DISTRICT (SNVMD)- ACTION ITEM LIST
Updated: October 22, 2021

Action Item	Status	Date Completed
<p>Revising rules and regulations resolution for parks and thereafter having appropriate and approved signage made/installed</p>	<p>Signage only Rules to the Board for Consent March 2021. Board approved in March 2021. Draft rendering for new signs pending. April 20, 2021. Signage approved and ordered. May 11, 2021.</p>	<p>5/26/21</p>
<p>Revegetation map for the dead trees that were removed throughout the District's open space tracts, excluding the Market Place Park, has been finalized and the proposed 2021 expense budget has been provided to Eric's Team.</p>	<p>Pending Brightview Proposal March 2021. Board approved a not to exceed budget at the March 2021 meeting. Contract executed and anticipate tree installation once the irrigation system is fully activated. First Phase Tree Replacements for 2021 have been installed as of May 14, 2021. First Phase Tree Replacements work has been completed as of June 3, 2021</p>	<p>6/7/21</p>
<p>Management provided the Board with the initial bids for short and long-term maintenance and potential future replacement of the District's perimeter fencing at their August meeting. An article was placed in the District newsletter seeking owner input on perimeter fencing maintained by the District that may be in need to repair. Management will be reviewing this project to update the proposals for needed repairs and present a proposal to the Board for consideration of action at your March meeting.</p>	<p>Short term Repairs to the Board for Consent March 2021. Long-Term Pending. The short-term 2021 repairs were approved at the March 2021 Board meeting. Contractor has scheduled the week of May 31st to commence the project. Project should take about 3 weeks without weather delays. Due to weather conditions the commencement of the project has been delayed until June 14th. E-News notice sent to the members May 19th regarding the weather delay for commencement of the project. Project commenced June 15th. Short term repairs completed on July 7th and the staining for those repairs and additional scarred fencing completed on July 15th.</p>	<p>7/15/21</p>
<p>2021 Tennis Court Maintenance Agreement</p>	<p>Approved in February.</p>	<p>2/23/21</p>
<p>Community Signage. Secondary existing monument signage has been updated with the new branding features. Management has previously presented to the Board estimated costs to add two additional secondary monuments to the Richmond Homes and Meritage Homes neighborhoods. Management has received and provided to the Landscape Enhancement AdHOC Advisory Committee, options for main monumentations features.</p>	<p>Pending. April 2021. The Committee is continuing to work with Architectural Signs on design/concept options. Contract has been awarded on July 1st for the two new two new neighborhood monument signs. Pending cost proposal for the Aventerra/Jordan monumentation, July 20th. Proposal for the Aventerra/Jordan monumentation has been received and approved. The Aventerra/Chambers proposal has been received and placed on hold for 2021. Look to budget for 2022. Information submitted to the Board.</p>	<p>2/23/21</p>
<p>District Home Count Confirmation: Management has reviewed and clarified that the District has a total of 1248 Single Family and Attached Homes within the District boundaries.</p>	<p>Option presented at the March 2021 Board meeting. Action tabled</p>	<p></p>
<p>Lighting options/suggestions for the secondary monuments will be presented to the Board of Directors at their March 2021 meeting Proposal to paint the pergola at the entrance to the pool and the metal railings within the community will be presented to the Board at their March 2021 meeting.</p>	<p>Proposal; submitted to the Board at the March 2021 meeting. Pergola painting placed on hold due to clubhouse construction project. Railing project approved and work has been completed.</p>	<p>4/20/21</p>

<p>Crosswalk signal button at the intersection of Aventura and Stonegate Parkway.</p>	<p>Management was asked at the March 2021 Board meeting to contact the County regarding the installation of a crosswalk button. Sharon Cunningham with the County was contacted regarding the request. She advised that a traffic signal warranty study was completed in 2017 and agreed to have another study completed to determine if the intersection meets federal and state guidelines for a signal. May 19th update, the County was unable to complete the study prior to the school year ending and will be scheduled when classes return in the Fall 2021. 08/16/21, reached out to Sharron Cunningham with the County. She has placed an order to have the traffic signal monitoring device installed and will let management know the date for installation once she is aware of such.</p>
<p>Revised Landscape RFP/Contract.</p>	<p>Management sent the first draft of the revised 2022 landscape RFP/Contract to Director K. Reilly for review/consideration and comment, August 5th. Director K. Reilly has reviewed and made comments/suggestions.</p>