

OMNIPARK METROPOLITAN DISTRICT

8390 E. CRESENT PKWY., STE. 300
GREENWOOD VILLAGE, CO 80111
303-779-5710 (O) 303-779-0348 (F)
www.omniparkmd.org

NOTICE OF REGULAR MEETING AND AGENDA

DATE: Monday, January 15, 2024
TIME: 11:30 a.m.
LOCATION: CLA Offices
Pikes Peak Conference Room
8390 E. Crescent Pkwy., Ste. 300
Greenwood Village, CO 80111

You can attend the meetings in any of the following ways:

1. Online Microsoft Teams Meeting – via link below:

ACCESS:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTljMWQ5NmUtOGI4NS00ZWl0LTkyMWMtYjc1MzQ3MGI3Zjg1%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e93cd08-3bae-48d3-b32e-d8f57cd88c24%22%7d

2. To attend via telephone, dial 720-547-5281 and enter the following additional information:

Conference ID: 300 763 771#

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Richard Egitto	President	May 2027
Hank J. Vanderryst	Secretary/Treasurer	May 2027
VACANCY	Assistant Secretary/Treasurer	May 2025
VACANCY	Assistant Secretary/Treasurer	May 2027
VACANCY	Assistant Secretary/Treasurer	May 2025

I. ADMINISTRATIVE MATTERS

- A. Call to order and approval of agenda.
- B. Present disclosures of potential conflicts of interest.
- C. Confirm quorum, location of meeting and posting of meeting notice.

- D. Public comment.
- E. Review and approve minutes of the December 18, 2023 regular meeting (enclosed).

II. FINANCIAL ITEMS

- A. Review and accept Cash Position Schedule as of September 30, 2023, updated January 10, 2024 (enclosed).
- B. Review and approve January 2024 Claims and Directors’ Fees totaling \$5,449.83 (enclosed).

III. LANDSCAPE MAINTENANCE ISSUES

- A. BrightView January 2024 Landscape Maintenance Status Report (enclosed).
- B. Review additional flower options for entryway (enclosed).
- C. Update on pedestrian improvements and survey of Lincoln and Park Meadows Drive.
- D. Discuss the removal of the holiday décor (enclosed).

IV. MANAGER ITEMS

V. ENGINEER ITEMS

- A. Update on booster pump.
- B. Detention pond insurance.

VI. LEGAL MATTERS – ATTORNEY REPORT

- A. Discuss COLT newly formed URA and Board representation.

VII. DIRECTORS’ ITEMS

VIII. OTHER BUSINESS

- A. Confirm quorum for next meeting – February 19, 2024 at 11:30 a.m.

IX. ADJOURNMENT

The next regular meeting is scheduled for February 19, 2024 at 11:30 a.m.

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
OMNIPARK METROPOLITAN DISTRICT (THE “DISTRICT”)
HELD
DECEMBER 18, 2023

A regular meeting of the Board of Directors of the OmniPark Metropolitan District (referred to hereafter as the “Board”) was convened on Monday, December 18, 2023, at 11:30 a.m., at the offices of CliftonLarsonAllen LLP (“CLA”), 8390 E. Crescent Pkwy., Suite 300, Greenwood Village, Colorado 80111. This District Board meeting was also available via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Richard Egitto, President
Hank Vanderryst, Secretary/Treasurer

Also, In Attendance Were:

Anna Jones, Rachel Alles and Alex Fink; CliftonLarsonAllen, LLP
Russ Dykstra, Esq. and Dani Kaiser; Spencer Fane, LLP
Michael Crespín and Leigh Dufresne; BrightView Landscaping (“BrightView”)

ADMINISTRATIVE MATTERS

Call to Order and Agenda: Director Egitto called the meeting to order at 11:30 a.m. Following review, upon a motion duly made by Director Vanderryst, seconded by Director Egitto and, upon vote unanimously carried, the Board approved the agenda, as presented.

Disclosures of Potential Conflicts of Interest: All required conflicts have been filed.

Quorum, Location of Meeting and Posting of Meeting Notice: A quorum and the location of the meeting were confirmed and verified notice was posted.

Public Comment: None.

Minutes of the November 20, 2023 Regular Meeting: Following review, upon motion duly made by Director Egitto, seconded by Director Vanderryst and, upon vote unanimously carried, the Board approved the minutes of the November 20, 2023 regular meeting, as presented.

FINANCIAL MATTERS

Cash Position Schedule as of December 12, 2023: Mr. Fink reviewed the Schedule of Cash Position with the Board. Following review, upon a motion duly made by Director Egitto, seconded by Director Vanderryst and, upon vote unanimously carried, the Board accepted the Schedule of Cash Position as of December 12, 2023, as presented.

RECORD OF PROCEEDINGS

December 2023 Claims and Directors' Fees Totaling \$33,339.78: Mr. Fink reviewed the December 2023 Claims and Directors' Fees with the Board. Following review, upon motion duly made by Director Egitto, seconded by Director Vanderryst and upon vote unanimously carried, the Board approved the December 2023 Claims and Directors' Fees Totaling \$33,339.78, as presented.

LANDSCAPE MAINTENANCE ISSUES

BrightView December 2023 Landscape Maintenance Status Report: Mr. Crespin introduced Ms. Dufresne as the District's new BrightView account manager. Ms. Jones noted that CLA and BrightView have a scheduled property site visit in January 2024. Director Egitto noted his previous concerns regarding entryway flowers and holiday lights. Discussion ensued regarding Ms. Dufresne's background and anticipated landscape work in 2024. Mr. Crespin reviewed the Landscape Maintenance Status Reports with the Board, noting that he will present more flower options for entryway at the January meeting. Mr. Crespin noted that he and Ms. Dufresne reviewed the insurance property schedule and determined no changes need to be made and inquired about retention pond insurance.

Pedestrian Improvements at Lincoln and Park Meadows Drive: Ms. Jones provided an update on the pedestrian improvements to the Board, noting that the area will likely need to be surveyed for a clear delineation of ownership in the District in an amount not to exceed \$5,000.00. It was noted that Ms. Jones and Ms. Dufresne will further discuss the survey at a scheduled call with the City in January and will provide an update to the Board at the January meeting.

Holiday Lighting Pricing: Ms. Jones and Ms. Alles provided an update on the holiday lighting pricing to the Board, noting that bids for the holiday lighting pricing from Bristol Botanics and Bailey Tree are anticipated.

Director Egitto expressed the desire for more local bids for holiday lighting. Mr. Crespin noted that BrightView will store lights regardless of which contractor is chosen. Ms. Jones and Ms. Alles noted they will research additional vendors, create a price comparison chart and provide an update to the Board in January or February.

MANAGER MATTERS

None.

ENGINEER MATTERS

Booster Pump: No update was provided.

LEGAL MATTERS – ATTORNEY REPORT

Attorney Dykstra provided a legislative update to the Board.

RECORD OF PROCEEDINGS

DIRECTOR
MATTERS

None.

OTHER BUSINESS

Quorum for Next Meeting – January 15, 2024 at 11:30 a.m.: A quorum was confirmed for the January 15, 2024 meeting.

ADJOURNMENT

There being no further business to come before the Board at this time, Director Egitto adjourned the meeting at 11:55 a.m.

Respectfully submitted,

By: _____
Secretary for the Meeting

OMNIPARK METROPOLITAN DISTRICT
Schedule of Cash Position
September 30, 2023
Updated as of January 10, 2024

	<u>General Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<u>1st Bank - Checking Account</u>			
Balance as of 9/30/2023	\$ 25,333.24	\$ 1,200.00	\$ 26,533.24
Subsequent activities:			
10/15/2023 - Director's Fees	(215.30)	-	(215.30)
10/20/2023 - Xcel Energy Autopay	(318.61)	-	(318.61)
10/25/2023 - Check 1114-1119	(22,499.29)	(1,200.00)	(23,699.29)
11/13/2023 - Transfer from CT	35,000.00	-	35,000.00
11/13/2023 - Fund reallocation	(300.00)	300.00	-
11/17/2023 - Denver Water Autopay	(2,108.84)	-	(2,108.84)
11/22/2023 - Xcel Energy Autopay	(291.37)	-	(291.37)
11/28/2023 - Check 1120-1121, 1123-1127	(13,963.68)	(300.00)	(14,263.68)
12/04/2023 - Check 1122	(10,259.07)	-	(10,259.07)
12/13/2023 - Transfer from CT	30,000.00	-	-
12/15/2023 - Director's Fees	(215.30)	-	(215.30)
12/19/2023 - Denver Water Autopay	(339.56)	-	(339.56)
12/21/2023 - Xcel Energy Autopay	(295.81)	-	(295.81)
12/28/2023 - Check 1128-1129, 1131-1132	(16,758.41)	-	(16,758.41)
01/02/2024 - Check 1130	(15,946.00)	-	(15,946.00)
<i>Anticipated Activity</i>			
<i>Anticipated Denver Water Autopay</i>	(339.56)	-	(339.56)
<i>Anticipated Xcel Energy Autopay</i>	(372.82)	-	(372.82)
<i>Anticipated Vouchers Payable</i>	(4,737.45)	-	(4,737.45)
<i>Anticipated Directors' Fees</i>	(215.30)	-	(215.30)
<i>Anticipated Transfer from Colotrust</i>	5,000.00	-	5,000.00
<i>Anticipated Balance</i>	<u>6,156.87</u>	<u>-</u>	<u>(23,843.13)</u>
 <u>Colotrust - Plus</u>			
Balance as of 9/30/2023	1,043,786.91	-	1,043,786.91
Subsequent activities:			
10/10/2023 - Property Tax - September	3,036.43	-	3,036.43
10/31/2023 - Interest Income	4,922.71	-	4,922.71
11/10/2023 - Property Tax - October	4,345.67	-	4,345.67
11/13/2023 - Transfer to 1st Bank	(35,000.00)	-	(35,000.00)
11/30/2023 - Interest Income	4,734.59	-	4,734.59
12/08/2023 - Property Tax - November	3,281.39	-	3,281.39
12/13/2023 - Transfer to 1st Bank	(30,000.00)	-	(30,000.00)
12/31/2023 - Interest Income	4,785.21	-	4,785.21
<i>Anticipated Activity</i>			
<i>Anticipated Transfer to 1st Bank</i>	(5,000.00)	-	(5,000.00)
<i>Anticipated Balance</i>	<u>998,892.91</u>	<u>-</u>	<u>998,892.91</u>
 <i>Anticipated Balances</i>	<u>\$ 1,005,049.78</u>	<u>-</u>	<u>\$ 975,049.78</u>

Yield information: (as of 12/31/23)

Colotrust Plus - 5.5660%

Omnipark Metro District Cash Requested Report

Bill number	Date	Fund_ID	Account	Account title	Transaction amount
By Design LLC					
20-0105.00-021Dec23	12/30/2023	10	7584-70168-00001	Engineering	495.00
Sum for By Design LLC					495.00
Denver Water					
4303150000Dec23	12/26/2023	10	6503	Irrigation service fees	169.78
5357840000Dec23	12/26/2023	10	6503	Irrigation service fees	169.78
Sum for Denver Water					339.56
Hydropoint Data Systems, Inc					
Q-1836448	11/21/2023	10	7350	Dues and membership	857.00
Sum for Hydropoint Data Systems, Inc					857.00
Spencer Fane LLP					
1248753	12/31/2023	10	7460	Legal	3,314.50
Sum for Spencer Fane LLP					3,314.50
Utility Notification Center of Colorado					
223111042	11/30/2023	10	7480	Miscellaneous	50.31
223120986	12/31/2023	10	7480	Miscellaneous	20.64
Sum for Utility Notification Center of Colorado					70.95
Xcel Energy					
858914305	12/28/2023	10	7701	Utilities	21.09
858998616	12/29/2023	10	7701	Utilities	351.73
Sum for Xcel Energy					372.82
Sum Total					5,449.83



**MONTHLY MAINTENANCE
REPORT OMNI PARK JANUARY 2024**

Recipients
Board Members
Anna Jones
Leigh DuFresne
Mike Crespin

FOR: Omni Park Metro District
SUBMITTED BY: Mike Crespin & Leigh DuFresne **DATE: 1/09/2023**

REVIEW OF OPERATIONS:

General Updates:

We will continue with any cleanup work needed, as of now the property has been cleaned up but we will make sure it stays that way. We have started cutting down the daylily's and will start cutting the grasses in January and February. We will continue with trash pickup throughout the winter months.

We will keep on eye on the weather and recommend a mite application for the south facing slope along Lincoln if needed to help minimize any turf damage from mites.

Trees:

We have started winter watering of the trees and will continue watering throughout the winter months.

Irrigation:

We will assist with any work needed with the Booster pump as that becomes necessary. We have been locating necessary areas as those requests come in.

Misc. other Landscape Projects :

Included are some flowers designs, colors schemes, that we can discuss what you like or dislike and we can look to place the order soon.

Included is our proposal for the installation and removal of the holiday lights. As well as the removal of the light this January 2024.

We will have our new proposal for Holiday Light Installation for the February Board Meeting

Concept 1 :



State Fair Zinnia



Salvia Evolution Violet



Deep Pink Sunpatiens



Concept 2:



Mystic Spires Salvia



Argyranthemum Butterfly Yellow



Calliope Deep Pink Geranium



Proposal for Extra Work at OMNI PARK METRO DISTRICT

Property Name	OMNI PARK METRO DISTRICT	Contact	Anna Jones
Property Address	Park Meadows Drive and Lincoln Lonetree, CO 80124	To Billing Address	Clifton Larson Allen LLP 8390 E Crescent Pkwy Ste 300 GREENWOOD VILLAGE, CO 80111
Project Name	Remove Holiday Décor 2024		
Project Description	Remove and Store Holiday Lights		

Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Remove Holiday Lights and Store in Bins
1.00	LUMP SUM	Boom Lift Rental

For internal use only

SO# 8314860
JOB# 400407400
Service Line 130

Total Price \$2,700.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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

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

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

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

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

Customer

Signature _____ Title **Public Manager**

Anna Jones _____ Date **January 10, 2024**
Printed Name

BrightView Landscape Services, Inc. "Contractor"

Signature _____ Title **Enhancement Manager**

Tyler Thompson _____ Date **January 10, 2024**
Printed Name

Job #: 400407400

SO #: 8314860 **Proposed Price:** \$2,700.00