

**MOUNTAIN BROOK METROPOLITAN DISTRICT**

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

NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Kevin Mulshine	President	2027/May 2027
Kenneth Spencer	Treasurer	2027/May 2027
Conley Smith	Assistant Secretary	2027/May 2027
Dale Bruns	Assistant Secretary	2025/May 2025
Mark Solomon	Assistant Secretary	2025/May 2025
Peggy Ripko	Secretary	

DATE: August 26, 2024  
TIME: 9:00 a.m.  
PLACE: Zoom

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

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

Meeting ID: 862 6755 0643

Passcode: 987572

Call In: 1-719-359-4580

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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B. Approve Agenda, confirm location of meeting, posting of notices.

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C. Review and approve the Minutes of the June 24, 2024 Regular Meeting (enclosure).

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II. PUBLIC COMMENTS

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

III. FINANCIAL MATTERS

A. Review and ratify approval of the payment of claims for the period ending August 20, 2024 in the amount of \$58,898.82 (enclosure).

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B. Review and accept unaudited financial statements through the period ending June 30, 2024 and the cash position statement through the period ending June 30, 2024, updated as of August 20, 2024 (enclosure).

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IV. LEGAL MATTERS

- A. Amendment to Annual Administrative Matters Resolution to Address Payment of Director Fees (to be distributed).
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V. CAPITAL IMPROVEMENT MATTERS

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

VI. OTHER BUSINESS

- A. Review and approve 2024/2025 Snow Services Agreement between the District and Environmental Designs LLC (enclosure).
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- VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR OCTOBER 28, 2024 – BUDGET HEARING.**

# RECORD OF PROCEEDINGS

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## MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE MOUNTAIN BROOK METROPOLITAN DISTRICT HELD JUNE 24, 2024

The Regular meeting of the Board of Directors of the Mountain Brook Metropolitan District (referred to hereafter as the “Board”) and upon noting that a quorum was present a meeting was convened on Monday, the 24<sup>th</sup> day of June, 2024, at 9:00 a.m. The District Board meeting was held in person at Ken Pratt Boulevard and via Zoom. The meeting was open to the public.

### ATTENDANCE

#### Directors In Attendance Were:

Kevin Mulshine, President  
Kenneth Spencer, Treasurer  
Conley Smith, Secretary  
Dale Bruns, Assistant Secretary

#### Also In Attendance Were:

Peggy Ripko; Special District Management Services, Inc.

Alan D. Pogue, Esq.; Icenogle Seaver Pogue, P.C.

Diane Wheeler; Simmons & Wheeler, P.C.

Don Burchett; City of Longmont

Joan Peck; Mayor of Longmont

### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Ms. Ripko noted that disclosures of potential conflict of interest statements for each of the Directors were filed with the Secretary of State seventy-two hours in advance of the meeting. Ms. Ripko requested that the Directors consider whether they had any additional conflicts of interest to disclose. Ms. Ripko noted for the record that there were no new disclosures made by the Directors present at the meeting and incorporated for the record those applicable disclosures made by the Board Members prior to this meeting and in accordance with the statutes. It was noted that disclosure statements had been timely filed for all Directors.

### ADMINISTRATIVE MATTERS

Agenda: Ms. Ripko distributed for the Board’s review and approval of the agenda for the District’s meeting.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Mulshine, seconded by Director Spencer and, upon vote unanimously carried, the agenda was approved, and the absence of Director Soloman was excused.

**Approval of Meeting Location:** The Board entered into a discussion regarding the requirements of §32-1-903(1), C.R.S., concerning the location of the District's Board meeting.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Smith and, upon vote, unanimously carried, the Board determined this District Board Meeting was held via Zoom. The Board further noted that notice of this meeting format was duly posted and that it has not received any objections to the meeting format or any requests that the meeting format be changed by taxpaying electors within the District boundaries.

**Minutes of April 22, 2024 Regular Meeting:** The Board reviewed the Minutes of the April 22, 2024 Regular Meeting.

Following review and discussion, upon motion duly made by Director Spencer, seconded by Director Smith, and upon vote unanimously carried, the Board approved the Minutes, as amended.

**Legal Services Proposal from Altitude Community Law:** The Board reviewed the Legal Services Proposal from Altitude Community Law.

Following review and discussion, upon motion duly made by Director Spencer, seconded by Director Smith, and upon vote unanimously carried, the Board ratified approval of the Legal Services Proposal from Altitude Community Law.

**PUBLIC COMMENTS** There were no public comments at this time.

### **FINANCIAL MATTERS**

**Claims:** Ms. Wheeler reviewed the payment of claims in the amount of \$93,246.38 for ratification.

Following discussion, upon motion duly made by Director Mulshine seconded by Director Smith, and upon vote the Board ratified the payment of claims in the amount of \$93,246.38.

**Unaudited Financial Statements and Cash Position Statement:** Ms. Wheeler reviewed with the Board the unaudited financial statements for the period ending March 31, 2024 and the Cash Position Statement for the period ending May 31, 2024, updated as of June 17, 2024.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Mulshine, seconded by Director Spencer and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending March 31, 2024 and the Cash Position Statement for the period ending May 31, 2024, updated as of June 17, 2024., as presented.

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### LEGAL MATTERS

**Assignment of South Flat Ditch Agreement:** The Board reviewed the Assignment of South Flat Ditch Agreement.

Following discussion, upon motion duly made by Director Spencer, seconded by Director Smith and, upon vote, unanimously carried, the Board approved the Assignment of South Flat Ditch Agreement.

**Assignment of Niwot Ditch Agreement:** The Board reviewed the Assignment of Niwot Ditch Agreement.

Following discussion, upon motion duly made by Director Spencer, seconded by Director Smith and, upon vote, unanimously carried, the Board approved the Assignment of Niwot Ditch Agreement, subject to final legal review.

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### CAPITAL IMPROVEMENT MATTERS

**Assignment of Detention Pond Easement and Maintenance Agreement:** The Board reviewed the Assignment of Detention Pond Easement and Maintenance Agreement.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Smith and, upon vote, unanimously carried, the Board approved the Assignment of Detention Pond Easement and Maintenance Agreement.

**Detention Pond Easement Agreement:** The Board reviewed the Detention Pond Easement Agreement.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Smith and, upon vote, unanimously carried, the Board ratified approval of the Detention Pond Easement Agreement.

**Landscape Committee:** The Board discussed a Landscape Committee to review and approve landscape proposals.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Smith and, upon vote, unanimously carried, the Board appointed Director Smith and Director Spencer to the Landscape Committee.

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## RECORD OF PROCEEDINGS

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### **OTHER BUSINESS**

**Rules & Regulations for the Community:** The Board reviewed the Rules & Regulations for the community.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Smith and, upon vote, unanimously carried, the Board approved the Rules & Regulations for the community, subject to committee and legal/management approving separating into two documents and appointed Mr. Hinson and Director Mulshine to the Committee.

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### **ADJOURNMENT**

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

Respectfully submitted,

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

**Mountain Brook Metro Dist**  
**Claims to be ratified**  
**8/20/2024**

<b>Vendor Name</b>	<b>Invoice #</b>	<b>GL Posting</b>	<b>Description</b>	<b>Amount</b>
Altitude Community Law P.C.	914956	6/30/2024	06 Legal services	777.00
Altitude Community Law P.C.	916735	7/31/2024	07 Legal services	777.00
Basham & Lucas Design Group Inc	10267	7/31/2024	07 Design	5655.82
Basham & Lucas Design Group Inc	10114	4/30/2024	04 Design	1875.00
Basham & Lucas Design Group Inc	10212	6/30/2024	06 Design	7500.00
Environmental Landworks Company	40461	1/31/2024	01 Snow maintenance	830.00
Hiratsuka & Associates LLP	24582	6/30/2024	2022 Audit	5600.00
Icenogle Seaver Pogue, PC	25917	6/30/2024	06 Legal	3515.34
Landmark Homes	90-07339	2/29/2024	Preconstruction services	20000.00
Special District Management Services, Inc.	137029	6/30/2024	06 District Management	6402.47
Special District Management Services, Inc.	137883	7/31/2024	07 District Management	2074.80
Icenogle Seaver Pogue, PC	26130	7/31/2024	07 Legal	1305.89
Simmons & Wheeler	38613	6/30/2024	06 Accounting	1214.50
Simmons & Wheeler	38821	7/31/2024	07 Accounting	826.00
Simmons & Wheeler	38398	5/31/2024	05 Accounting	545.00
<b>Total</b>				<b>58898.82</b>

Mountain Brook Metropolitan District  
Financial Statements

June 30, 2024

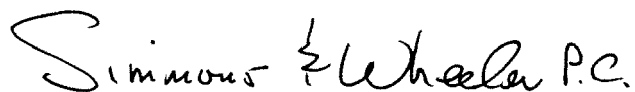


ACCOUNTANT'S COMPILATION REPORT

Board of Directors  
Mountain Brook Metropolitan District Management is responsible for the accompanying financial statements of each major fund of Mountain Brook Metropolitan District, as of and for the period ended June 30, 2024, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the six months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

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

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



August 23, 2024  
Englewood, Colorado

Mountain Brook Metropolitan District  
Balance Sheet - Governmental Funds and Account Groups  
June 30, 2024

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Capital Projects Fund</u>	<u>Debt Service Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
<b>Assets</b>					
<b>Current assets</b>					
Cash in checking	\$ 1,751	\$ -	\$ -	\$ -	\$ 1,751
Cash in Colotrust	141,114	-	-	-	141,114
Trustee	205,722	980,364	1,519,011	-	2,705,097
Taxes Receivable	20,034	-	-	-	20,034
District Fees Receivable	18,656	-	-	-	18,656
Prepaid Expenses	-	-	-	-	-
Due to/From Fund	-	-	-	-	-
Accounts receivable - developer	3,330	-	-	-	3,330
	390,607	980,364	1,519,011	-	2,889,982
<b>Other assets</b>					
Amount available in debt service fund	-	-	-	1,519,011	1,519,011
Amount to be provided for retirement of debt	-	-	-	10,198,216	10,198,216
	-	-	-	11,717,227	11,717,227
	\$ 390,607	\$ 980,364	\$ 1,519,011	\$ 11,717,227	\$ 14,607,209
<b>Liabilities and Equity</b>					
<b>Current liabilities</b>					
Accounts payable	\$ 46,460	\$ -	\$ -	\$ -	\$ 46,460
Taxes Payable	-	-	-	-	-
	46,460	-	-	-	46,460
Bonds	-	-	-	11,645,000	11,645,000
Developer payable	-	-	-	72,227	72,227
	46,460	-	-	11,717,227	11,763,687
<b>Fund Equity</b>					
Fund balance (deficit)	344,147	980,364	1,519,011	-	2,843,522
	344,147	980,364	1,519,011	-	2,843,522
	\$ 390,607	\$ 980,364	\$ 1,519,011	\$ 11,717,227	\$ 14,607,209

Mountain Brook Metropolitan District  
Statement of Revenues, Expenditures and Changes in Fund Balance  
Governmental Funds  
Budget and Actual  
For the 6 Months Ended June 30, 2024  
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
<b>Revenues</b>			
Property taxes	\$ 170,403	\$ 176,651	\$ 6,248
Specific ownership taxes	8,511	3,456	(5,055)
District fees	-	101,024	101,024
Interest income	-	4,934	4,934
	<u>178,914</u>	<u>286,065</u>	<u>107,151</u>
<b>Expenditures</b>			
Audit & Accounting	17,000	12,868	4,132
Election	-	-	-
Insurance/SDA Dues	4,000	3,324	676
Legal	35,000	19,253	15,747
Miscellaneous	1,500	40	1,460
Landscape	-	2,070	(2,070)
Utilities	-	3,945	(3,945)
Management	16,000	26,549	(10,549)
Treasurer's Fees	2,556	2,519	37
Contingency	270,265	-	270,265
Emergency Reserve	2,282	-	2,282
	<u>348,603</u>	<u>70,568</u>	<u>278,035</u>
Excess (deficiency) of revenues over expenditures	(169,689)	215,497	385,186
Fund balance - beginning	<u>169,689</u>	<u>128,650</u>	<u>(41,039)</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ 344,147</u>	<u>\$ 344,147</u>

Mountain Brook Metropolitan District  
Statement of Revenues, Expenditures and Changes in Fund Balance  
Governmental Funds  
Budget and Actual  
For the 6 Months Ended June 30, 2024  
Capital Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Interest income	\$ <u>75,000</u>	\$ <u>50,346</u>	\$ <u>(24,654)</u>
	<u>75,000</u>	<u>50,346</u>	<u>(24,654)</u>
Expenditures			
Capital Projects	<u>3,364,034</u>	<u>2,530,089</u>	<u>833,945</u>
	<u>3,364,034</u>	<u>2,530,089</u>	<u>833,945</u>
Excess (deficiency) of revenues over expenditures	(3,289,034)	(2,479,743)	809,291
Fund balance - beginning	<u>3,289,034</u>	<u>3,460,107</u>	<u>171,073</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ 980,364</u>	<u>\$ 980,364</u>

Mountain Brook Metropolitan District  
Statement of Revenues, Expenditures and Changes in Fund Balance  
Governmental Funds  
Budget and Actual  
For the 6 Months Ended June 30, 2024  
Debt Service Fund

See Accountant's Compilation Report

	Annual <u>Budget</u>	<u>Actual</u>	Variance Favorable <u>(Unfavorable)</u>
Revenues			
Property taxes	\$ -	\$ -	\$ -
Specific ownership taxes	-	-	-
Interest income	<u>12,000</u>	<u>44,963</u>	<u>32,963</u>
	<u>12,000</u>	<u>44,963</u>	<u>32,963</u>
Expenditures			
Interest Expense	545,875	272,938	272,937
Trustee/Paying Agent Fees	<u>6,000</u>	<u>-</u>	<u>6,000</u>
	<u>551,875</u>	<u>272,938</u>	<u>278,937</u>
Excess (deficiency) of revenues over expenditures	(539,875)	(227,975)	311,900
Fund balance - beginning	<u>1,708,365</u>	<u>1,746,986</u>	<u>38,621</u>
Fund balance - ending	<u>\$ 1,168,490</u>	<u>\$ 1,519,011</u>	<u>\$ 350,521</u>

Mountain Brook Metropolitan District  
Cash Position and Tax Collections  
8/20/2024

First Bank Checking	7/31/2024	11,105.36
Colotrust	7/31/2024	117,802.62
UMB	7/31/2024	2,717,762.29
<b>Cash in Bank</b>		<b>2,846,670.27</b>
County Tax Receivable		539.59
<b>Total Receivable</b>		<b>539.59</b>
County Tax Payable		-
Current Payables		11,907.01
<b>Accounts Payable</b>		<b>11,907.01</b>
<b>Net Cash</b>		<b>2,835,302.85</b>

Mountain Brook Metropolitan District  
First Bank  
Acct: 202-130-8291 Routing: 107005047

<u>Date</u>	<u>Description</u>	<u>Deposits</u>	<u>Disbursements</u>	<u>Balance</u>
<b>2023 Ending Balance</b>				<b>25,288.79</b>
1/11/24	10 Bill.com 1055-1057		16,057.66	9,231.13
1/11/24	11 Bill.com 1055-1057		3,159.57	6,071.56
1/30/24	City of Longmont		704.34	<b>5,367.22</b>
1/30/24	City of Longmont		349.52	5,017.70
2/29/24	03 23 Bill.com 1058		882.18	4,135.52
2/29/24	12 23 Bill.com 1059		2,683.00	<b>1,452.52</b>
3/19/24	Transfer from Colotrust	15,000.00		16,452.52
3/20/24	12 23 Bill.com 1060-1062		2,899.68	13,552.84
3/20/24	01 Bill.com 1060-1062		8,132.39	5,420.45
3/22/24	City of Longmont		85.39	5,335.06
3/27/24	District Fees	2,714.88		8,049.94
3/29/24	Bank fees		10.00	<b>8,039.94</b>
4/3/24	District Fees	1,417.69		9,457.63
4/10/24	City of Longmont autopaid		561.45	8,896.18
4/23/24	City of Longmont autopaid		47.06	<b>8,849.12</b>
5/1/24	City of Longmont		572.23	8,276.89
5/1/24	city of longmont		624.35	7,652.54
5/21/24	city of longmont		188.41	7,464.13
5/24/24	Transfer from Colotrust	40,000.00		47,464.13
5/28/24	02 Bill.com 1069-1073		12,979.55	34,484.58
5/28/24	03 Bill.com 1069-1073		7,027.80	27,456.78
5/28/24	04 Bill.com 1069-1073		8,453.83	19,002.95
5/31/24	Bank Fees		10.00	<b>18,992.95</b>
6/11/24	City of Longmont		8.73	18,984.22
6/11/24	City of Longmont		255.67	18,728.55
6/11/24	City of Longmont		141.82	18,586.73
6/12/24	Transfer from colotrust	90,000.00		108,586.73
6/18/24	03 Bill.com 1064		1,240.00	107,346.73
6/18/24	05 Bill.com 1063		81,529.00	25,817.73
6/19/24	Transfer from Colotrust	20,000.00		45,817.73
6/21/24	City of Longmont		406.22	45,411.51
6/27/24	05 Bill.com 1065-1068		43,640.21	1,771.30
6/30/24	Bank Fees		20.00	<b>1,751.30</b>
7/1/24	City of Longmont		1,050.07	701.23
7/1/24	City of Longmont		1,502.70	(801.47)
7/2/24	Transfer from Colotrust	10,000.00		9,198.53
7/22/24	City of Longmont		2,553.17	6,645.36
7/25/24	Transfer	40,000.00		46,645.36
7/25/24	02 Bill.com 1074-1077		20,000.00	26,645.36
7/25/24	04 Bill.com 1074-1077		1,875.00	24,770.36
7/25/24	05 Bill.com 1074-1077		545.00	24,225.36
7/25/24	06 Bill.com 1074-1077		7,500.00	16,725.36
7/25/24	01 bill.com 1074-1077		5,600.00	11,125.36
7/31/24	Bank Fees		20.00	<b>11,105.36</b>
8/1/24	City of Longmont		335.92	10,769.44
8/1/24	City of Longmont		1,353.58	9,415.86
8/1/24	City of Longmont		2,329.75	7,086.11
8/1/24	Transfer from Colotrust	10,000.00		17,086.11
8/5/24	06 Bill.com 1078-1080		10,694.81	6,391.30
8/5/24	07 Bill.com 1080		777.00	5,614.30
8/21/24	Transfer from Colotrust	30,000.00		35,614.30
	01 Bill.com		830.00	34,784.30
	06 Bill.com		1,214.50	33,569.80
	07 Bill.com		9,862.51	32,792.80
				32,792.80
				32,792.80
				32,792.80
				32,792.80
				32,792.80
				32,792.80

**Bank Reconciliation**

7/31/2024	Bank Statement			\$ 11,105.36
	Deposits in Transit			-
	Outstanding Checks	Check #	Amount	-
7/31/2024	Balance			<b>\$ 11,105.36</b>

**Mountain Brook Metro Dist  
Colotrust  
CO-01-2216-8001**

<b>Date</b>	<b>Description</b>	<b>Debit</b>	<b>Disbursements</b>	<b>Total</b>
	<b><u>2023 Ending Balance</u></b>			<b><u>150,271.92</u></b>
1/5/2024	Dist dues	1,477.95		151,749.87
1/9/2024	Dist dues	2,274.75		154,024.62
1/17/2024	Dist dues	5,706.15		159,730.77
1/17/2024	Dist dues	1,182.36		160,913.13
1/29/2024	Dist dues	1,186.27		162,099.40
2/9/2024	Dist dues	3,524.74		166,363.08
2/24/2024	Dist dues	2,530.72		168,893.80
3/4/2024	Dist dues	1,492.95		171,119.32
3/4/2024	Dist dues	2,067.00		173,186.32
3/19/2024	Transfer to checking		15,000.00	158,186.32
3/31/2024	Interest	769.62		<b><u>158,955.94</u></b>
4/16/2024	Dist dues	33,040.96		191,996.90
4/23/2024	Dist dues	1,187.72		193,184.62
4/29/2024	Dist dues	5,255.29		<b><u>198,439.91</u></b>
4/30/2024	Interest	785.11		<b><u>199,225.02</u></b>
5/6/2024	Dist dues	1,212.36		200,437.38
5/7/2024	Dist dues	14,950.89		215,388.27
5/10/2024	District fees	2,087.21		217,475.48
5/10/2024	Boulder B	38,326.97		255,802.45
5/24/2024	Transfer to checking		40,000.00	215,802.45
5/29/2024	Dist dues	1,518.63		<b><u>217,321.08</u></b>
5/31/2024	Interest	1,058.38		<b><u>218,379.46</u></b>
6/3/2024	Dist dues	22,708.86		241,088.32
6/7/2024	Dist dues	600.04		241,688.36
6/10/2024	Boulder	5,319.55		247,007.91
6/12/2024	Transfer to checking		90,000.00	157,007.91
6/17/2024	Dist dues	1,728.71		158,736.62
6/19/2024	Transfer to checking		20,000.00	138,736.62
6/20/2024	Transfer to checking		20,000.00	138,736.62
6/25/2024	Dist dues	621.37		139,357.99
6/28/2024	Dist dues	954.45		140,312.44
6/30/2024	Interest	801.98		<b><u>141,114.42</u></b>
7/2/2024	Transfer to checking		10,000.00	131,114.42
7/9/2024	Dist dues	899.99		132,014.41
7/10/2024	Taxes	15,627.28		147,641.69
7/24/2024	Dist dues	5,433.26		153,074.95
7/25/2024	Transfer to checking		40,000.00	113,074.95
7/29/2024	Dist dues	4,101.93		117,176.88
7/31/2024	Interest	625.74		<b><u>117,802.62</u></b>
8/1/2024	Transfer to checking		10,000.00	107,802.62
8/10/2024				107,802.62
8/21/2024	Transfer to checking		30,000.00	77,802.62
				77,802.62
				77,802.62

Pledged Rev Transferred  
Debt Tax 2024



Mountain Brook  
Account Name  
12/31/2024

Date	Description	3-1200	3-1203	2-1201	2-1202	Total
		Bond Fund 157329.1	Reserve Fund 157929.2	Project Fund 157929.3	COI Fund 157929.4	
	<b>2023 Ending Balance</b>	<b>646,892.42</b>	<b>1,104,093.32</b>	<b>3,511,939.08</b>	-	<b>5,262,924.82</b>
1/31/2024	Interest	3,115.82	5,317.91	16,915.30	-	25,349.03
2/27/2024	Requisition 9	-	-	(2,380,219.03)	-	(2,380,219.03)
2/29/2024	Interest	2,712.04	4,628.75	14,009.84	-	21,350.63
3/31/2024	Interest	2,592.66	4,425.05	4,172.67	-	11,190.38
4/30/2024	Interest	3,079.18	5,255.49	5,482.55	-	13,817.22
5/31/2024	Interest	2,882.26	4,919.23	5,131.95	-	12,933.44
6/1/2024	6/1 Bond payment	(272,937.50)	-	-	-	(272,937.50)
6/30/2024	Interest	1,592.87	4,441.39	4,633.40	-	10,667.66
7/31/2024	Interest	1,825.37	5,315.23	5,545.04	-	12,685.64
	2024 Ending Balance	391,755.12	1,138,396.37	1,187,610.80	-	2,717,762.29
6/30/2024	<b>Bank Balance</b>	389,929.75	1,133,081.14	1,177,432.36	-	2,700,443.25
	<b>Difference</b>	(1,825.37)	(5,315.23)	(10,178.44)	-	(17,319.04)
	Bond fund	391,755.12	Surplus fund	1,138,396.37	Capital Projects	1,187,610.80

A-3

Mountain Brook Metropolitan District  
Property Tax Schedule: Boulder  
12/31/2024

	Property Tax	Specific Ownership	Interest	Treasurer Fees	Total	
December prior		841.38	-	-	841.38	Cash Confirm
January	-	466.35	-	-	466.35	
February	22,615.90	735.40	-	(339.24)	23,012.06	
March	25,824.45	561.30	-	(387.36)	25,998.39	
April	108,166.26	537.22	-	(1,491.49)	107,211.99	
May	4,782.36	561.83	47.82	(72.43)	5,319.58	38,326.97
June	15,262.67	593.55	-	(228.94)	15,627.28	5,319.55
July	-	539.59	-	-	539.59	15,627.28
August	-	-	-	-	-	
September	-	-	-	-	-	
October	-	-	-	-	-	
November	-	-	-	-	-	
December	-	-	-	-	-	
Collected	176,651.64	3,995.24	47.82	(2,519.46)	178,175.24	59,273.80

	<u>General</u>	<u>Debt Service</u>	<u>Total</u>
Property Taxes	176,651.64	0.00	176,651.64
Specific Ownership	3,995.24	0.00	3,995.24
Interest	47.82	0.00	47.82
Treasurer Fees	(2,519.46)	0.00	(2,519.46)
Total	178,175.24	0.00	178,175.24
Received	162,547.96	0.00	162,547.96
Taxes Receivable	15,627.28	0.00	15,627.28

Mill levys

50	0	50
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B-1

District Name  
Developer Advances -  
12/31/24

Transfer Date	Amount	Operating	Cummulative	Interest 7.00%	Capital	Cummulative	Interest 7.00%	Total	Cummulative
3/7/23	0.00	0.00	40560.00	550.06	0.00	0.00	0.00	0.00	11320.80
3/31/23	0.00	0.00	40560.00	200.02	0.00	0.00	0.00	0.00	11320.80
5/30/23	25000.00	25000.00	65560.00	500.05	0.00	0.00	0.00	25000.00	36320.80
6/30/23	0	0.00	65560.00	417.61	0.00	0.00	0.00	0.00	36320.80
9/30/23	0	0.00	65560.00	1239.35	0.00	0.00	0.00	0.00	36320.80
12/31/23	0.00	0.00	65560.00	1239.35	0.00	0.00	0.00	0.00	36320.80
3/31/24	0	0.00	65560.00	1225.88	0.00	0.00	0.00	0.00	36320.80
6/30/24	0.00	0.00	65560.00	1225.88	0.00	0.00	0.00	0.00	36320.80
				-612577.37					
Total	Total	0.00		7892.84			0	36320.80	
Dev Adv Rec		29,262.89							
Total Developer advance		29262.89							

H-1

Mountain Brook Utilities

<https://www.longmontcolorado.gov/>

ACC #	540308-46709	540308-50816	540308-46707	540308-50849	540308-49121	540308-50643
January	704.34					
February		349.52				
March	85.39					
April	561.45					
May						
June	8.73	255.67	141.82			
July		1,050.07	1,502.70			
August						
September						
October						
November						
December						

LongMont is autopaid



## SNOW SERVICES AGREEMENT

Agreement #: 120062

THIS SNOW SERVICES AGREEMENT (the "Agreement") is made and entered into as of 8/19/2024 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Mountain Brook Metro District (the "Client").

### I. PROPERTY

Project Name: Mountain Brook Metro District  
Project Description: 2023-24 Snow  
Project Address: 2904 S Flat Cir.  
Longmont, CO 80501

Client Contact Name: Travis Hunsaker  
Client Phone Number: 303-987-0835  
Client Email: [thunsaker@sdmsi.com](mailto:thunsaker@sdmsi.com)

Contractor Contact: Garrett Lutz

### II. TERM

The term of this Agreement shall be 10/5/2024 to 5/12/2025.

### III. GENERAL PROVISIONS

A. The Contractor shall service, as provided in this Agreement, all paved main drives, access roads, parking lots, sidewalks and walkways at the specific Property identified above in accordance with the terms of this Agreement and any Snow Maps developed between the Client and the Contractor, which are attached as Exhibits hereto. Plowing and shoveling will be completed by mechanically or manually pushing snow to areas designated by Client's agents or, absent designation by Client's agents, to such areas as Contractor shall deem appropriate.

B. The Client agrees that the Contractor will do everything in its power to move accumulated snow to the designated areas, however, in the case that there are multiple storms, when snow accumulation is deeper than usual, and/or when snow accumulation is wet and heavy, the Contractor will pile snow in the most convenient, safe area. When a Map is not provided, snow will be pushed to the most convenient, safe area. When snow can no longer be pushed to the designated area(s) and upon notice to Client, Contractor will use additional equipment (Skid Steer Tractor, Front End Loader, Dump Truck, etc.) to move the snow or have it removed to a location designated by Client.

C. Client shall notify Contractor of any pre-existing site conditions or unusual circumstances prior to execution of this Agreement. Client shall designate one onsite representative or agent to receive all notices who shall be authorized to communicate with Contractor regarding the performance of services under this Agreement.

D. The Contractor shall provide the services pursuant to this Agreement in a workmanlike manner. All labor, equipment, and materials required for the performance of Contractor's services hereunder, shall be furnished by the Contractor. Contractor shall be entitled to use mechanical equipment as it deems appropriate. Client and its agents shall not be entitled to designate the type of equipment to be used. Contractor shall be solely responsible for the way the work is performed and shall be free to employ subcontractors and/or third parties without Client's permission, consent or approval.

E. The Client shall be responsible for removal, or for causing the removal of all vehicles and other personal property, from parking lots, drives, access roads, and designated stockpile areas, so that the Contractor can properly and efficiently operate snow plowing equipment. If vehicles or other personal property are not removed at the time of plowing, shoveling, or deicing operations, the Contractor will service only those areas available and open for safe use. If the designated snow piling areas are not accessible, the Contractor shall stockpile snow in an area, which, in the opinion of the Contractor, allows the greatest usability of the lot.

F. The Contractor and the Client agree that snow plowing/shoveling services shall begin when, in the judgment of the Contractor, a snow event's accumulation on the parking or sidewalk areas reaches the minimum depth as outlined in this Agreement or upon written request by Client by text or email. The Contractor will use its best effort to have all snow plowing/shoveling services completed in a timely manner. In the event of a sustained snow event, additional trips shall be made as needed until the conclusion of the snow event. If snow accumulation does not reach the minimums outlined in this Agreement, then Contractor shall be held harmless from all snow and ice related incidents.

G. The Client agrees that Winter conditions in Colorado may present conditions that make it difficult for persons using the premises to be entirely free of some risk of slip and fall or skidding due to these conditions. Although the Contractor will use its best efforts to fulfill its obligations under this Agreement, the Contractor cannot offer any assurance that the driveways, parking lots or sidewalks will be completely free of snow or ice. While it is the intent to provide a safe travel surface for vehicles and pedestrians, the Client and Contractor agree that slick surfaces may be present at any time and that snow or ice can never be completely removed. Dangerous conditions may exist before and after clearing operations. Snow remediation services can eliminate some but not all potentially slippery or dangerous conditions on the property and Client recognizes that such conditions are an inherent danger in all snowy or icy areas, whether serviced or not. Contractor will always use its best efforts to complete snow plowing/shoveling and ice control services in a reasonable manner, but Client and its agents understand that the Contractor assumes no liability for this naturally occurring condition. Client and its agents are aware that weather conditions may change rapidly and without notice and that Contractor assumes no liability for such changes as generally expected during or following a snowstorm in a winter climate such as Colorado.

H. Unless otherwise provided for under this Agreement, Contractor shall have no duty or responsibility to return to Client's Property after servicing Client's Property to perform further or follow up services to address, without limitation, melting and refreezing, blowing or drifted snow, snow that is pushed onto Client's Property by any governmental or municipal entity or any third party, or additional snow that does not meet the applicable trigger depths unless requested to do so by Client or its agents in writing, by text or e-mail, and Contractor agrees in writing, by text or e-mail, to do so. Any such follow-up services will be billed at the Time & Materials rates set forth below.

I. All parties agree that Contractor is not responsible for slippery and/or icy conditions during the days following a storm. The Client assumes all responsibility and shall hold harmless Contractor for any thaw and re-freeze conditions after the initial services were performed by the Contractor. It is the Client's responsibility to notify the Contractor of melt and refreeze conditions which may occur from time to time after services have been performed related to the snow event or if the Client wishes to have services performed when accumulations do not reach the minimums outlined in this Agreement. The Contractor may not be held liable for "slips and falls," collisions that are not a direct result of Contractor's negligence, or any kind of drainage issues that contribute to ice or slick surfaces.

J. Client understands that snow accumulations may vary throughout the metropolitan or local area, and that accumulations in one place or area are not necessarily indicative of the accumulation at the Client's Property. Client and its agents also understand that drifting snow or north facing areas may necessitate plowing and/or de-icing at the Property, regardless of the total snowfall at that location.

K. The Client acknowledges that the Contractor is not a 24-hour monitoring service or onsite 24/7 and does not have the ability to know exact weather conditions or site conditions. Although the Contractor will be storm ready and mobilize as large-scale city needs dictate, it is ultimately the responsibility of the Client to alert the Contractor of snow clearing or de-icing requirements.

L. Client or its agent shall notify Contractor in advance in writing, by text or e-mail, when snow removal services to be provided as set forth herein are not required. No cancellation shall be effective if such notice is not received in writing, by text or e-mail, before Contractor has dispatched its equipment to the Client's property.

M. It is the responsibility of the Client to advise its tenants, residents, and visitors of the potential for danger due to Winter conditions. The Client will advise the Contractor of any conditions it becomes aware of which create an unreasonable risk of injury or property damage in order that the Contractor has an opportunity to address the hazard or make recommendations to the Client to mitigate the risk.

N. Although the Contractor shall use its best effort to minimize damages, Client agrees that Contractor shall not be responsible for any curb or other property damage as a result of performing services when covered by deep snow and curblines and obstacles are not properly marked, and under no circumstances will Contractor be responsible for damage that was existing prior to service being rendered, this includes but is not limited to curbs, walks, speed bumps, etc.

O. Upon the request of Customer, Contractor shall stake all curb lines and obstacles identified in advance by Client and its agents. After the snow season, a joint walk-through by Contractor and Client or its agents will be scheduled to define and review any claimed property damage. This walk-through shall take place before any repair work is undertaken by Client, and no claim for property damages shall be made or presented against Contractor unless Contractor has first had: (i) the opportunity to inspect any claimed property damage and discuss its causation with the Client and its agents; (ii) the opportunity to review any repair bids or similar proposals obtained by the Client and its agents; and (iii) the opportunity to perform any necessary repairs itself or retain its own bid or proposal to repair any property damage. Additionally, Contractor assumes no responsibility or liability for loss or damage resulting from Client or its agent's failure to adequately identify curb lines and obstacles to be staked and to maintain staking. Reports of damage must be reported to the Contractor within forty-eight (48) hours of detection or notice. Client's failure to report any claimed property damage within 48 hours of detection or notice constitutes a waiver of any claim for property damage, and the Contractor is released from liability.

P. It is understood that all deicers and sand salt mix may cause damage to trees, shrubs, landscape, concrete, and paved surfaces. Although the Contractor will be prudent in its use of these materials, it is the intent of Contractor to provide as safe an environment as possible, and therefore will not be responsible for damages these products may cause.

Q. All notices to be given to either party to this Agreement must be: (a) sent by first class mail addressed to the addresses set forth herein, AND (b) emailed to the email addresses set forth herein so long as receipt is confirmed by the recipient by return email (which shall not include an automatic "return receipt"). A party's address or email address may be changed by such party from time to time; however, such change shall not be effective until the other party has been notified in writing of the new contact information.

R. Client and Contractor agree to participate in binding arbitration for any dispute arising out of this Agreement. Binding arbitration shall take place in the county in which the work was performed. The prevailing party, as deemed by the Arbitrator, shall have and recover reasonable attorneys' fees, as deemed by the Arbitrator, in addition to all costs and disbursements incurred in connection with the Arbitration.

S. The Client agrees that if determined necessary by the Contractor, the Client shall be invoiced and shall timely pay for any Snow Staking and/or Site Protection efforts as detailed in this Agreement.

#### **IV. MODIFICATION OR AMENDMENT**

A. This Agreement constitutes the entire agreement between the Client and the Contractor, and any prior agreements pertaining thereto, whether verbal or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the parties, or enforceable unless made in writing and signed by both the Client and an authorized agent of the Contractor. Any obligation in this Agreement that, by its terms, is intended to be performed after completion shall survive the same.

B. Any changes in the scope of service must be documented in writing. The Client assumes all risks involved when the Client makes any changes the scope of services as outlined within this Agreement. If no written documentation is provided, Contractor shall schedule and complete all services as outlined by the terms of this Agreement, and bill accordingly.

#### **V. TERMINATION**

A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination.

B. In the event that Contractor cannot secure an adequate labor force to perform the work as outline within this agreement, at the sole discretion of Contractor, Contractor may cancel this agreement without penalty from Client subject to notification as outlined above.

C. If payment for services rendered is delinquent by thirty (30) days or more, Contractor reserves the right to suspend services until the account is made current without any breach of contract.

#### **VI. INSURANCE**

The Contractor shall be covered by a minimum of \$1,000,000 of liability insurance and statutory limits for workers compensation insurance. Upon request, the Contractor shall provide proof of coverage to the Client. Contractor agrees to maintain Liability, Auto, and Workers Compensation insurance for the term of this contract. Proof of insurance will be supplied upon request.

**VII. DEFENSE AND INDEMNIFICATION**

A. The parties to this Agreement recognize the applicability of the Colorado Legislature’s 2018 enactment of the Snow Removal Service Liability Limitation Act, Colorado Revised Statutes, § 13-21-129, and agree that to the maximum extent permitted by this law, in no event shall Contractor be liable to indemnify, defend or hold harmless the Client for any actions or inactions on the part of the Client or for any special, incidental, punitive, indirect or consequential damages whatsoever (including, but not limited to, damages for lost profits, for business interruption, for personal injury, for negligence, or for any other pecuniary or other loss whatsoever) arising out of or in any way related to the service subject to this Agreement or Contractor’s inability or failure to provide such services. The parties agree, the above legislation notwithstanding, that Contractor has no obligation to defend or indemnify Client for any claims that might be made arising out of slip and falls on snow or ice seeking damages for personal injuries. Further, Contractor’s entire liability under this Agreement, if any, for any claim(s) for damages relating to this Agreement made against Contractor, whether based in contract or in tort (including claims for negligence or under Colorado’s Premises Liability Act), shall be limited to the amount of charges paid by Client for services during the period in which the events are the basis of the claim(s) occurred.

B. Notwithstanding any other provision of this Agreement, including the preceding paragraph, Client shall defend, indemnify and hold Contractor, its officers, agents, and employees, harmless from liability, claims, damages, fines, penalties, costs and expenses, including reasonable attorney’s fees, incurred by or asserted against Contractor by any party by reason of any loss, property damage, personal injury or death in any fashion relating to snow, ice, or surface conditions at the property and the services performed by Contractor unless such loss, damage, injury, or death arises from the gross negligence or willful misconduct of the Contractor and its officers, agents and employees.

**VIII. SCOPE OF SERVICES**

**A. Snow Plowing**

Snow plowing is defined as pushing or pulling of snow using means not limited to truck mounted plows, tractors, ATV’s, etc. If approved by the Client, as indicated below, the Contractor shall provide all reasonable equipment and labor to relocate snow from parking lots and driveways to open parking spaces or designated snow piling areas. Snow Plowing Services shall commence when accumulation reaches the depth as outlined herein, or upon written request by Client or its agent, by text or email.

Client Approves Snow Plowing Services \_\_\_\_\_ [Client Initials]

Client Declines Snow Plowing Services \_\_\_\_\_ [Client Initials]

Snow Plowing shall begin when on site snow depth reaches:

Trace of Snowfall \_\_\_\_\_ [Client Initials]

1" of Accumulation \_\_\_\_\_ [Client Initials]

2" of Accumulation \_\_\_\_\_ [Client Initials]

**B. Ice Slicer**

Ice slicer services can only be performed after Snow Plowing Services have been performed, therefore, the Client cannot approve Ice Slicer Services without first approving Snow Plowing Services. If approved by the Client, as indicated below, the Contractor shall apply Ice Slicer (Granular Magnesium Chloride) in parking and drive areas as needed to limit the buildup of ice after Snow Plowing Services have been completed. The Contractor shall make any and all reasonable efforts to prevent excess application of ice control products.

Client Approves Ice Slicer Services \_\_\_\_\_ [Client Initials]

Client Declines Ice Slicer Services \_\_\_\_\_ [Client Initials]

**C. Snow Shoveling**

Snow shoveling is defined as the mechanical clearing of snow using means not limited to hand shoveling, ATV’s, Snow Blowers, etc. If approved by the Client, as indicated below, the Contractor shall provide all reasonable equipment and labor to relocate snow from sidewalks to grass areas or other designated snow piling areas. Snow Shoveling Services shall commence when accumulation reaches the depth as outlined herein.

Client Approves Snow Shoveling Services \_\_\_\_\_ [Client Initials]

Client Declines Snow Shoveling Services \_\_\_\_\_ [Client Initials]

Snow Shoveling shall begin when on site snow depth reaches:

Trace of Snowfall \_\_\_\_\_ [Client Initials]

1" of Accumulation \_\_\_\_\_ [Client Initials]

2" of Accumulation \_\_\_\_\_ [Client Initials]

**D. Ice Melt**

Ice Melt Services can only be performed after Snow Shoveling Services have been performed, therefore, the Client cannot approve Ice Melt Services without first approving Snow Shoveling Services. If approved by the Client, as indicated below, the Contractor shall apply Ice melt on walkways and stairs to limit the buildup of ice after Snow Shoveling services have been completed. Contractor shall make any and all reasonable efforts to prevent excess application of ice control products.

Client Approves Ice Melt Services \_\_\_\_\_ [Client Initials]

Client Declines Ice Melt Services \_\_\_\_\_ [Client Initials]

E. Post Storm Visits

Client Approves 1 Post Storm Visit \_\_\_\_\_ [Client Initials]

Client Approves 2 Post Storm Visits \_\_\_\_\_ [Client Initials]

Client Declines Post Storm Visits \_\_\_\_\_ [Client Initials]

If Client Approves Post Storm Visit(s), then Contractor shall perform a physical site inspection of the property looking for icy conditions at least one time for each 24-hour period approved as outlined above. If additional services are rendered, then the hourly rates outlined in this Agreement will be charged accordingly. If services are not rendered but a site visit was made, then the Site Visit charge will be assessed. If Client Declines Post Storm Visit(s) and/or after all contracted services have been rendered, Client assumes all risks associated with icy or slippery conditions. Client may request additional services at any time, in writing, by text or email.

**IX. PRICING**

A. Service Prices

<b>4X4 Pickup Truck with Wings</b>	<b>\$155.00 / Hour</b>	1 Hour Minimum Per Trip
<b>4X4 Pickup Truck without Wings</b>	<b>\$145.00 / Hour</b>	1 Hour Minimum Per Trip
<b>4X4 ATV with 48" Blade</b>	<b>\$125.00 / Hour</b>	1 Hour Minimum Per Trip
<b>Front End Loader, 2-1/2 Yard Bucket</b>	<b>\$320.00 / Hour</b>	2 Hour Minimum Per Trip
<b>Skid Steer Tractor</b>	<b>\$200.00 / Hour</b>	2 Hour Minimum Per Trip
<b>Dump Truck</b>	<b>\$225.00 / Hour</b>	2 Hour Minimum Per Trip
<b>Snow Blower</b>	<b>\$110.00 / Hour</b>	1 Hour Minimum Per Trip
<b>Mini-Skid Steer with Broom/Plow/Blower/B</b>	<b>\$180.00 / Hour</b>	1 Hour Minimum Per Trip
<b>Toolcat, Ride On Broom, or UTV with Blad</b>	<b>\$215.00 / Hour</b>	1 Hour Minimum Per Trip
<b>Hand Shovel &amp; Deicing Labor</b>	<b>\$85.00 / Hour</b>	1 Hour Minimum Per Trip
<b>Ice Slicer Truck</b>	<b>\$175.00 / Hour</b>	1 Hour Minimum Per Trip
<b>Site Inspection</b>	<b>\$85.00 / Each</b>	Per Visit
<b>Snow Stakes and Site Protection</b>	<b>\$85.00 / Hour</b>	1 Hour Minimum Plus Materials
<b>Ice Slicer</b>	<b>\$0.26 / Pound</b>	Material Only, Plus Tax, 500 Pound Minimum
<b>Ice Melt</b>	<b>\$1.55 / Pound</b>	Material Only, Plus Tax, 50 Pound Minimum

B. Holiday Rate Increase

All Rates will be increased by 50% if Client requests that services are performed during the following holidays: Thanksgiving Day, The Day After Thanksgiving (Black Friday), Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Easter Sunday.

Client Approves Holiday Rate Increase \_\_\_\_\_ [Client Initials]

Client Declines Services During Holidays Listed Above \_\_\_\_\_ [Client Initials]

In the event that Client declines services during the holidays listed above, Client agrees to hold Contractor harmless from any and all snow/ice related incidents as a result of not performing services.

**X. PAYMENT SCHEDULE**

A. Full payment is due 30 days from the date invoiced.

B. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

C. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

**XI. ACCEPTANCE**

Proposed and Accepted:

**Contractor:** Environmental Designs, LLC  
**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Client:** Mountain Brook Metro District  
**Signature:** \_\_\_\_\_  
**Name:** Travis Hunsaker  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_